

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

Tuesday, June 4, 2024 at 5:00 PM

District Educational Center

1301 E. Orangethorpe Ave.

Placentia, CA 92870

Open Session - 5:00 PM

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

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

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

Page

1. CALL TO ORDER

A Regular Meeting of the Board of Education of the Placentia-Yorba Linda Unified School District, called by Leandra Blades, President, in accordance with Government Code Section 54950 et. seq., and Education Code Section 35140 et seq., is to be held at 5:00 p.m., Tuesday, June 4, 2024 at the District Educational Center, 1301 E. Orangethorpe Avenue, Placentia, CA.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. ROLL CALL

4. APPROVAL OF AGENDA

Approve the June 4, 2024 Board of Education agenda as presented.

5. 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.

6. PUBLIC HEARING

- 6.1 A public hearing will be held relative to the adoption of the 2024-25 Local Control and Accountability Plan (LCAP) for the District.
Public hearing open: _____
Public hearing closed: _____
- 6.2 A public hearing will be held relative to the adoption of the 2024-25 Proposed Budget for the District.
Public hearing open: _____
Public hearing closed: _____
- 6.3 A public hearing will be held relative to the adoption of the 2024-25 Local Control and Accountability Plan (LCAP) for the Orange County School of Computer Science (OCSCS).
Public hearing open: _____

Public hearing closed: _____

- 6.4 A public hearing will be held relative to the adoption of the 2024-25 Proposed Budget for the Orange County School of Computer Science (OCSCS).

Public hearing open: _____

Public hearing closed: _____

7. PUBLIC COMMENT

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







8. 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.

9. CONSENT CALENDAR - SUPERINTENDENT

- | | | |
|-----|--|---------|
| 9.1 | Adopt Resolution No. 23-32 and Order of Biennial Trustee Election for the November 5, 2024 election.
Biennial Governing Board Elections Detail.pdf  Biennial Governing Board Elections 2024.pdf  | 16 - 25 |
| 9.2 | Approve district membership in the Orange County School Boards Association for the 2024-25 school year.
OCSBA membership detail.docx  2024-25 OCSBA Membership Letter.pdf  | 26 - 27 |
| 9.3 | Approve the agreement with School Innovations & Achievement (SI&A) for the preparation of school accountability report cards (SARCs).
School Innovations & Achievement Board Memo 6-4-2024.docx  Placentia-Yorba Linda Unified SD - SARC (1).pdf  | 28 - 40 |








10. CONSENT CALENDAR - BUSINESS SERVICES











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|------|--|---------|
| 10.1 | Accept as complete the project(s) listed and authorize filing Notice(s) of Completion. | 41 - 42 |
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|------|---|---------|
| 10.2 | Approve a consultant services agreement to provide redevelopment agency consulting with Public Economics, Inc., effective July 1, 2024 through June 30, 2025.
Public Economics Detail.docx  Public Economics Amend 1 2024-25.pdf  | 43 - 45 |
| 10.3 | Approve a consultant services agreement for project management and interior space planning services for various projects with Schoolhaus Advisors, Inc., effective June 5, 2024 through June 30, 2025.
Schoolhaus Advisors, Inc. Detail.docx  Schoolhaus 2425.pdf  | 46 - 64 |
| 10.4 | Approve a consultant services agreement to provide school facility planning and financing with School Facility Consultants, effective July 1, 2024 through June 30, 2025.
School Facility Consultants Detail.docx  School Facility Consultants 2425.pdf  | 65 - 67 |
| 10.5 | Approve Amendment No. 2 to the architectural services agreement to extend the contract end date to December 31, 2024 for architectural design services for the Expanded Learning Program at Wagner Elementary School with Studio Plus Architecture Corp. Project No. 150149.
Studio Plus Architecture Corp. Detail.docx  | 68 |
| 10.6 | Approve the inspection services for Division of State Architect (DSA) inspection for the installation of field lighting on the synthetic field at El Dorado High School with AW Industries, effective June 5, 2024 through March 31, 2025.
AW Industries Detail.docx  AW Industries EDHS Lights.pdf  | 69 - 71 |
| 10.7 | Award Bid No. 224-17 for installation of field lighting on the synthetic field at El Dorado High School to Ace Electric.
Ace Electric Detail.docx  Ace Electric Agreemt. - Bid 224-17.docx  | 72 - 76 |
| 10.8 | Authorize use of (DGS) Contract No. 4-22-06-1021 for the purchase and warranty of playground and outdoor | 77 |

equipment with Miracle Recreation Equipment Company, effective July 1, 2024 through February 17, 2025.

[Playground and outdoor equipment detail.docx](#) 

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|-----------|---|----|
| 10.9 | Approve contract renewal of Unit Bid No. 222-01 for plumbing services with Ironwood Plumbing, Inc. and Pacific Plumbing Company, effective July 1, 2024 through June 30, 2025. | 78 |
| | Plumbing and Bid Detail.docx  | |
| 10.1
0 | Approve contract renewal of Unit Bid No. 222-06 for painting services with Dulux Painting, Inc. and New Dimension General Construction, Inc., effective July 1, 2024 through June 30, 2025. | 79 |
| | Painting Unit Bid Detail.docx  | |
| 10.1
1 | Authorize use of Bid No. 21-32 for the purchase of paint and related materials and supplies with Vista Paint Corporation and Sherwin-Williams Company, effective July 1, 2024 through August 2, 2025. | 80 |
| | Paint & Related Materials Detail.docx  | |
| 10.1
2 | Approve contract renewal of Unit Bid No. 223-06 for general contractor services to New Dimension General Construction and Easterday Construction, Inc., effective July 1, 2024 through June 30, 2025. | 81 |
| | General Contractor Detail.docx  | |
| 10.1
3 | Approve contract renewal for Unit Bid No. 223-10 for flooring installation services to I&B Flooring and Signature Flooring, Inc., effective July 1, 2024 through June 30, 2025. | 82 |
| | Flooring Installation Detail.docx  | |
| 10.1
4 | Approve contract renewal for Unit Bid No. 223-11 for fencing services to JM Justus Fence Company and Econo Fence, Inc., effective July 1, 2024 through June 30, 2025. | 83 |
| | Fencing Services Detail.docx  | |
| 10.1
5 | Approve contract renewal for Unit Bid No. 223-12 for tree trimming removal and inventory services to West Coast Arborists, effective July 1, 2024 through June 30, 2025. | 84 |
| | Tree Trimming Detail.docx  | |

10.1 6	Approve District organizational membership in California Association of School Business Officials (CASBO), effective July 1, 2024 through June 30, 2025. CASBO Membership 2024-25 Detail.docx 	85
10.1 7	Approve the agreement for legal services with Orbach Huff +Henderson, LLP, Attorneys at Law, effective July 1, 2024 through June 30, 2025. Orbach Huff+Henderson Detail.docx  OHH Retainer Agreement FY 24-25.pdf 	86 - 90
10.1 8	Approve agreement renewal for middle school photography services with Studio 1, effective July 1, 2024 through June 30, 2027. Photography Services, MS Detail.docx  Studio 1 Agreement 2024-2027.pdf 	91 - 97
10.1 9	Approve extension of the agreement for beverage and snack vending services with Vending One, Inc., effective July 1, 2024 through June 30, 2027. Vending Services Detail.docx 	98
10.2 0	Approve the Joint Powers Agreement with Orange County Department of Education for courier service, effective July 1, 2024 through June 30, 2025. Courier Service Detail.docx 	99
10.2 1	Approve contract renewal to provide employee life insurance coverage with Anthem Blue Cross Life and Health Insurance Company, effective October 1, 2024, through September 30, 2025. Anthem Life Insurance Detail.docx 	100
10.2 2	Approve contract renewal for HMO dental insurance with CIGNA Dental Health of California, Inc., effective October 1, 2024, through September 30, 2025. Cigna Dental Insurance Detail.docx 	101
10.2 3	Approve accidental death and dismemberment insurance provided by National Union Fire Insurance Company of Pittsburgh, PA, effective October 1, 2024 through September 30, 2025. National Union Fire Insurance Detail.docx 	102










10.2 4	Approve contract renewal for voluntary long-term insurance with AGIS Network Insurance Services Corporation, broker for Unum Life Insurance Company of America, effective October 1, 2024, through September 30, 2025. Unum Life Insurance Detail.docx	103
10.2 5	Approve insurance for expanded learning with Myers-Stevens & Toohey & Co., Inc., effective August 28, 2024, through August 27, 2025. Expanded Learning Insurance Detail.docx Myers-Stevens Expanded Learning Applications (2) 24-25.pdf	104 - 108
10.2 6	Approve insurance for overnight field trip insurance with Myers-Stevens & Toohey & Co., Inc., effective July 1, 2024, through June 30, 2025. Overnight Field Trip Insurance Detail.docx Myers-Stevens Overnight Field Trip Application 24-25.pdf	109 - 111
10.2 7	Approve insurance for school-to-work insurance with Myers-Stevens & Toohey & Co., Inc., effective July 1, 2024, through June 30, 2025. School to Work Insurance Detail.docx Myers-Stevens School To Work Application 24-25.pdf	112 - 113
10.2 8	Approve renewal of the software license/support subscription for the student information system with Aeries Software, Inc. dba Eagle Software, effective July 1, 2024 through June 30, 2025. Aeries (Eagle) Software Detail.docx	114
10.2 9	Approve renewal of the Diligent Community subscription service with the Diligent Corporation, effective July 1, 2024 through June 30, 2025. Diligent Board Agenda Software Detail.docx	115
10.3 0	Approve Amendment No. 2 of the agreements for the business information and human resources systems with OCDE, effective July 1, 2024 through June 30, 2025. Business Info and HR Systems Detail.docx BusinessPlus Amend. #2 2024-25.pdf HR 2.0 2024-25 Amend. #2.pdf	116 - 120
10.3	Authorize renewal of Digital Telecommunication Systems	121

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|-----------|---|-----------|
| 1 | Bid No. 222-08 for telephone and voicemail maintenance and service, effective July 1, 2024 through June 30, 2025.
Telecommunications Systems Detail.docx | |
| 10.3
2 | Approve renewal of the agreement for a mobile app and notification system with Blackboard, Inc., effective July 1, 2024 through June 30, 2025.
Mobile App Detail.docx | 122 |
| 10.3
3 | Approve the network support and cybersecurity services agreement with the Orange County Department of Education, effective July 1, 2024 through June 30, 2025.
Network & Cybersecurity Detail.docx Network-Cyber Security Agreemt. 2024-25.pdf | 123 - 133 |
| 10.3
4 | Approve renewal of the virtual district membership with SchoolStream, a division of Right Response, LLC, effective July 1, 2024 through June 30, 2025.
SchoolStream (Right Response) Detail.docx | 134 |
| 10.3
5 | Approve the Participation Agreement No. 10005216 for School-Based Medi-Cal Administration Activities with the Orange County Superintendent of Schools, effective July 1, 2024 through June 30, 2025.
SMAA Detail.docx PYLUSD- SMAA(10005216)2024-25-PMsig.pdf Appendix A - District Contact Information Request (Form Fillable).pdf SMAA - Appendix B -SMAA LEC Fee Information 2024-2025.pdf SMAA - Appendix C- Certification Regarding Lobbying.pdf SMAA - Appendix D - Data Use Agreement.pdf | 135 - 166 |
| 10.3
6 | Approve renewal of the agreement for student transportation routing software with Tyler Technologies Traversa, effective July 1, 2024 through June 30, 2025.
Tyler Technologies Detail.docx | 167 |

11. CONSENT CALENDAR - CURRICULUM AND INSTRUCTION

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|------|---|-----------|
| 11.1 | Approve the Independent Contractor Agreement with Academic Entertainment Educational Science for the 2024-25 school year.
Academic Entertainment 2024-25.docx
ICA-Academic Entertainment-SIGNED-2024-2025.pdf | 168 - 170 |
|------|---|-----------|

11.2	Approve the Independent Contractor Agreement with Aeries Software, Inc. (Parent Square) for the 2024-25 school year. Aeries Software, Inc. (Parent Square).docx	171
11.3	Approve the Independent Contractor Agreement with Art Masters Academy, LLC for the 2024-25 school year. Art Masters Academy, LLC.docx ICA - Art Masters Academy 2024-25.pdf	172 - 174
11.4	Approve the Independent Contractor Agreement with BMX Freestyle Team, LLC for the 2024-25 school year. BMX Freestyle Team, LLC.docx ICA-BMX Freestyle Team, LLC SIGNED-2024-25.pdf	175 - 177
11.5	Approve the Independent Contractor Agreement with Bubblemania and Company for the 2024-25 school year. Bubblemania and Company ICA.docx ICA-Bubblemania and Company-SIGNED-2024-2025.pdf	178 - 180
11.6	Approve the Independent Contractor Agreement with California Weekly Explorer for the 2024-25 school year. California Weekly Explorer ICA.docx California Weekly Explorer, Inc. 2024-25.pdf	181 - 183
11.7	Approve the Independent Contractor Agreement with Dairy Council of California for the 2024-25 school year. Dairy Council of California 2024-25.docx ICA-Dairy Council of California SIGNED-2024-2025.pdf	184 - 186
11.8	Approve the Independent Contractor Agreement with Discovery Cube of Orange County for the 2024-25 school year. Discovery Cube of OC 6.18.24.docx ICA-Discovery Cube of OC-SIGNED-2024-2025.pdf	187 - 189
11.9	Approve the Independent Contractor Agreement with Environmental Nature Center for the 2024-25 school year. Environmental Nature Center 6.18.24.docx ICA Environmental Nature Center-SIGNED-2024-2025.pdf	190 - 192


11.1 0	<p>Approve the Independent Contractor Agreement with EPS Operations, LLC for Wordly Wise for the 2024-25 school year.</p> <p>EPS Operations, LLC Wordly Wise-Bryant Ranch 2024-25 6.4.24.docx </p> <p>QUOTE EPS Operations, LLC Wordly Wise-Bryant Ranch 2024-25.pdf </p>	193 - 194
11.1 1	<p>Approve the Independent Contractor Agreement with Franklin Haynes Marionettes for the 2024-25 school year.</p> <p>Franklin Haynes Marionettes 2024-25.docx </p> <p>ICA-Franklin Haynes Marionettes SIGNED-2024-2025.pdf </p>	195 - 197
11.1 2	<p>Approve the Independent Contractor Agreement with History Brought to Life for the 2024-25 school year.</p> <p>History Brought to Life.docx </p> <p>History Brought to Life 2024-25.pdf </p>	198 - 200
11.1 3	<p>Approve the Contract Agreement with Irvine Ranch Outdoor Education Center for the 2024-25 school year.</p> <p>Irvine Ranch Outdoor Education Center 2024-25.docx </p> <p>Contract 49661-1-Irvine Ranch Outdoor Education Center-Mabel Paine 2024-25.pdf </p> <p>Contract 496631-1-Irvine Ranch Outdoor Education Center-Lakeview 2024-25.pdf </p>	201 - 213
11.1 4	<p>Approve the Independent Contractor Agreement with Mad Science of West Orange County for the 2024-25 school year.</p> <p>Mad Science of West OC 2024-25 6.18.24.docx </p> <p>ICA & ALL Certs-Mad Science of West Orange County SIGNED-2024-2025.pdf </p>	214 - 216
11.1 5	<p>Approve the Independent Contractor Agreement with Meet the Masters, Inc. for the 2024-25 school year.</p> <p>Meet the Masters, Inc. 2024-25.docx </p> <p>ICA-Meet the Masters-SIGNED-2024-2025.pdf </p>	217 - 219
11.1 6	<p>Approve the Independent Contractor Agreement with Mobile Ed Productions, Inc. for the 2024-25 school year.</p>	220 - 222

[Mobile Ed Productions, Inc. 2024-25.docx](#) 

[ICA-Mobile Ed Productions-SIGNED-2024-2025.pdf](#) 

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| 11.1
7 | Approve the Independent Contractor Agreement with Segerstrom Center of the Arts for the 2024-25 school year. | 223 - 226 |
| | Segerstrom Center for the Arts 2024-25.docx  | |
| | ICA-Segerstrom Center for the Arts-SIGNED-2024-2025.pdf  | |
| 11.1
8 | Approve the membership renewal with Starfall Education Foundation for Tynes Elementary School for the 2024-25 school year. | 227 - 228 |
| | StarFall Annual Membership Tynes Elementary 2024-25 6.4.24.docx  | |
| | Quote-Starfall-Tynes 2024-2025.pdf  | |
| 11.1
9 | Approve the Independent Contractor Agreement with Strategic Kids, LLC the 2024-25 school year. | 229 - 231 |
| | Strategic Kids, LLC 2024-25.docx  | |
| | ICA-Strategic Kids, LLC. SIGNED-2024-25.pdf  | |
| 11.2
0 | Approve the individual contract agreements with Titan Bowl and Billiards for elementary sites during the 2024-25 school year. | 232 |
| | Titan Bowl-Cal State Fullerton Elementary End of Year Celebration 2024-25.docx  | |
| 11.2
1 | Approve the agreement renewal with Cengage Learning for WebAssign for 2024-25 school year. | 233 - 235 |
| | Renewal Agreement with WebAssign 2024-25.docx  | |
| | Cengage Quote for WebAssign.pdf  | |
| 11.2
2 | Approve the renewal agreement with GoGuardian for Pear Assessment licenses and one full day of professional development for the 2024-25 school year. | 236 - 239 |
| | GoGuardian for Pear Assessment Enterprise Licenses.docx  | |
| | GoGuardian - Q-398130.pdf  | |
| 11.2
3 | Approve the agreement with Essential Connections (Love and Logic) for teacher development during the 2024-25 school year. | 240 - 241 |

[Induction Essential Connections \(Love and Logic\).docx](#) 

[2024-2025 PYLUSD New Educator Comprehensive Proposal \(1\).pdf](#) 

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| 11.2
4 | Approve the renewal agreement with FilmEd Academy of the Arts, LTD for the 2024-25 school year. | 242 - 250 |
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[2024-25 Film Ed Agreement.docx](#) 

[FilmEd Academy of the Arts, LTD Agreement 24-25.pdf](#) 

[PYLUSD FilmEd 2024 QUOTE.pdf](#) 

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| 11.2
5 | Approve the service agreement with Instructure for Canvas Learning Management System for the 2024-25 school year. | 251 - 255 |
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[Instructure - Canvas Learning Management System Renewal.docx](#) 

[Instructure - Canvas QUOTE 2024-25.pdf](#) 

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| 11.2
6 | Approve the California College Guidance Initiative K–12 Data Sharing and Services Partnership agreement. | 256 - 260 |
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[Agreement with California Career Guidance Initiative.docx](#) 

[Agreement No. 00008915 K-12 LEA Partnership Agreement.pdf](#) 

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| 11.2
7 | Approve the extended field trip for Valencia High School AP Environmental Science students to board a vessel at Davey's Locker Whale Watching in Newport Beach on June 6, 2024. | 261 - 262 |
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[Crystal Cove Marine Protected Area Excursion for VHS.docx](#) 

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| 11.2
8 | Approve the 2024-25 Consolidated Application for submission to the California Department of Education. | 263 |
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[Consolidated App Funds 2024-25.pdf](#) 

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|-----------|--|-----------|
| 11.2
9 | Approve the license renewal agreement with Qualtrics, LLC for the 2024-25 school year. | 264 - 265 |
|-----------|--|-----------|

[Qualtrics, LLC License Renewal.docx](#) 

[Qualtrics Quote - R-0033542 2024-25.pdf](#) 

12. CONSENT CALENDAR - STUDENT SUPPORT SERVICES

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|------|--|-----------|
| 12.1 | Approve the Master Contract with Beyond Blindness, | 266 - 307 |
|------|--|-----------|

effective July 1, 2024-June 30, 2025.

[Beyond Blindness Master Contract.Detail.docx](#) 

[Beyond Blindness Master Contract.pdf](#) 

- 12.2 Approve the Master Contract with Seneca Family of Agencies, effective July 1, 2024-June 30, 2025. 308 - 348

[Seneca Family of Agencies Master Contract.Detail.docx](#) 

[Seneca Family of Agencies Master Contract.pdf](#) 

- 12.3 Approve the Master Contract with Professional Tutors of America, effective July 1, 2024-June 30, 2025. 349 - 390

[Professional Tutors of America Master Contract.Detail.docx](#) 

[Professional Tutors of America Master Contract.pdf](#) 

- 12.4 Approve the Master Contract with Creative Behavior Interventions, effective July 1, 2024-June 30, 2025. 391 - 431

[Creative Behavior Interventions, Inc. Master Contract.Detail.docx](#)



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

- 12.5 Approve the Master Contract with Cornerstone Educational Solutions, effective July 1, 2024 - June 30, 2025. 432 - 473

[Cornerstone Educational Solutions Master Contract.Detail.docx](#)



[Cornerstone Educational Solutions Master Contract.pdf](#) 

- 12.6 Approve the Independent Contract Agreement with The Regents of the University of California, dba University of California, San Diego Health Services, effective July 1, 2024-June 30, 2025. 474 - 476

[Regents of University of CA, dba UCSD Health Svcs.Detail.docx](#)



[Regents of University of CA, dba UCSD Health Services ICA.pdf](#)



- 12.7 Approve the Master Contract with Help for Brain Injured Children, effective July 1, 2024-June 30, 2025. 477 - 516






[Help for Brain Injured Children, Inc. Master Contract.Detail.docx](#)



[Help for Brain Injured Children, Inc. Master Contract.pdf](#) 

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| 12.8 | Approve the Master Contract with Oak Grove Institute, Inc. Foundation, effective July 1, 2024-June 30, 2025.
Oak Grove Institute RTC Master Contract.Detail.docx 
Oak Grove Institute RTC Master Contract.pdf  | 517 - 558 |
| 12.9 | Approve the amendment with Paradigm Healthcare Services, effective July 1, 2024-June 30, 2025.
Paradigm Healthcare Services, LLC.Detail.docx 
Paradigm Healthcare Services, LLC Amendment.pdf  | 559 - 569 |
| 12.10 | Ratify the Nike Flag Football Uniform Grant to Esperanza High School in the amount of \$1,000.
Nike Flag Football Grant to EHS.Detail.docx 
Nike Flag Football Grant Backup.pdf 
Nike Flag Football Grant to EHS - Confirmation Email.pdf  | 570 - 585 |
| 12.11 | Approve reclassification of records listed as Class 1-permanent to Class 3-disposable and approve the destruction of the Class 3 records in accordance with legal codes and administrative regulations.
Destruction of Records.Detail.docx 
Destruction of Records List 2024.pdf  | 586 - 593 |

13. CONSENT CALENDAR - HUMAN RESOURCES

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|------|---|-----------|
| 13.1 | Approve the University of Massachusetts Global, Clinical Practice Agreement, June 5, 2024 to June 5, 2027.
Massachusetts Detail.docx 
Univ of Massachusetts Contract.pdf  | 594 - 606 |
| 13.2 | Approve the Clinical Rehabilitation Waiver for Brianna Figueroa for the 2024-2025 School Year
Clinical Rehab Waiver.docx  | 607 |
| 13.3 | Approve the Human Resources Classified Board Report.
Class Board 06-04-24.doc  | 608 - 624 |
| 13.4 | Approve the Human Resources Certificated Board Report.
Cert Board 06-04-24.doc  | 625 - 635 |

14. ADJOURNMENT

Adjourn the June 4, 2024 Board of Education Meeting at
_____.

PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
Board of Education Regular Meeting
June 4, 2024

2024 BOARD ELECTIONS, RESOLUTION NO. 23-32

Background

The General Election scheduled for November 5, 2024 will include the election of a number of federal, state, and local offices, including three Board of Education seats (in Areas 1, 2, and 3) for the Placentia-Yorba Linda Unified School District.

A consolidated election is required for our district this year as three Board of Education seats (in Areas 1,2, and 3) will be on the ballot on November 5, 2024. The attached resolution and order of election sets this process in motion.

Financial Impact

Budgeted general funds, approximately \$101,000 - \$130,000

Administrator

Dr. Alex Cherniss, Superintendent

**PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 23-32**

Excerpt from the Journal of the Board of Education of the Placentia-Yorba Linda Unified School District of Orange County, State of California, for a regular meeting held on the 4th day of June 2024, at 5:00 p.m. at which the following members were:

PRESENT:

ABSENT:

On motion of Member _____ seconded by Member _____ a Resolution and Order of Election and Specifications of the Election Order were adopted by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA)
) ss
COUNTY OF ORANGE)

Certified a correct copy this 4th day of June 2024.

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

**RESOLUTION AND ORDER OF BIENNIAL TRUSTEE ELECTION
AND SPECIFICATIONS OF THE ELECTION ORDER**

WHEREAS, the election of governing board members is ordered by law pursuant to §5000 of the Education Code to fill the office of members whose terms expire on December 6, 2024, next succeeding the election,

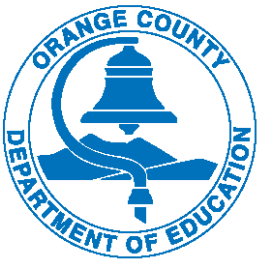
NOW BE IT RESOLVED that pursuant to the authority of Education Code §5304 and 5322, the County Superintendent of Schools, Orange County, is hereby informed of the specifications of the election order for the forthcoming Biennial Governing Board Election to be held on Tuesday, November 5, 2024.

The County Superintendent is further ordered to consolidate this election in accordance with Education Code §5340 and 5342.

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

Dated this 4th day of June 2024.

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



April 23, 2024

To: District Superintendents / Community College Chancellors

From: Melanie Inskeep
Manager, Business Services

Subject: **Biennial Governing Board Elections**

**ORANGE COUNTY
DEPARTMENT
OF EDUCATION**

200 KALMUS DRIVE
P.O. BOX 9050
COSTA MESA, CA
92628-9050

(714) 966-4000

FAX (714) 432-1916

www.ocde.us

AL MIJARES, Ph.D.
County Superintendent
of Schools

If your district has board members with a term that expires this year, your district will be required to have a consolidated election on Tuesday, November 5, 2024. A consolidated election is for members of specified governing boards, in accordance with Education Code Section 5340, which reads in part:

“School district governing board or community college district governing board member elections for two or more districts of any type to be held in the same district or area on the same day shall be consolidated so that a person entitled to vote in both or all of such elections may do so at the same time and place and using the same ballot.”

Attached are the following documents:

- Roster of District Board Members
- List of Consolidated Governing Board Member Elections
- Tentative Calendar for Governing Board Member Elections
- Sample resolution and order of election

Please ask your board to complete one original resolution and order of election. Send the original to **Orange County Department of Education, Attention Melanie Inskeep, Business Services**, by **Friday, June 14, 2024**. A copy should also be sent to the Orange County Registrar of Voters, P.O. Box 11298, Santa Ana, CA 92711-1298.

A uniform ballot will be furnished and will contain the names of candidates for all the governing board positions for which the voters of the district are entitled to vote at that election. All names, including incumbents, shall be listed by randomized alphabetical drawing, which is conducted by the Secretary of State. The cost of conducting consolidated elections will be prorated by the Registrar of Voters among the school districts/community college districts concerned.

Please call me at (714) 966-4234 if you have any questions or concerns about the biennial election process.

Attachments

cc: Assistants to Superintendents/Chancellors
Al Mijares, Ph.D., Orange County Superintendent of Schools
Ramon Miramontes, Ed.D., Deputy Superintendent of Schools
Dean West, CPA, Associate Superintendent, Business Services
Howard Marinier, Executive Director, Business Services

**ORANGE COUNTY
BOARD OF EDUCATION**

MARI BARKE

TIM SHAW

LISA SPARKS, Ph.D.

JORGE VALDES, Esq.

KEN L. WILLIAMS, D.O.

ORANGE COUNTY SCHOOL BOARD MEMBERS

<u>DISTRICT'S NAME</u>	<u>TRUSTEE'S NAME</u>	<u>AREA</u>	<u>ADDRESS</u>	<u>TERM</u>
<u>ELEMENTARY SCHOOL DISTRICTS</u>				
Anaheim Elementary School District K-6 1001 S. East Street Anaheim, CA 92805 (714) 517-7500	Jackie Filbeck	TA 1	115 South Ohio Street, Unit D, Anaheim 92805	2024
	Juan Gabriel Alvarez	TA 2	1223 N. Ravenna Street, Anaheim 92801	2026
	Jose Paolo Magcalas, Ph.D. (C)	TA 3	1796 W. Siva Avenue, Anaheim 92804	2024
	Mark A. Lopez	TA 4	1801 E. Katella Avenue, Apt 1110, Anaheim 92805	2026
	Ryan A. Ruelas (P)	TA 5	739 S. Chantilly Street, Anaheim 92806	2026
Buena Park School District K-8 6885 Orangethorpe Avenue Buena Park, CA 90620 (714) 522-8412	Rhodia Shead	TA 1	6972 Indiana Street, Buena Park 90620	2026
	Jason Chong (C)	TA 2	51 Walter Way, Buena Park 90621	2026
	Tharwa Ahmad (P)	TA 3	5310 Fairview Avenune, Buena Park 90620	2024
	Brenda Estrada	TA 4	7452 8th Street, Apt. 2, Buena Park 90621	2024
	Jerry Frutos	TA 5	58380 Portulaca Way, Buena Park 90620	2026
Centralia School District K-6 6625 La Palma Avenue Buena Park, CA 90620 (714) 228-3100	Henry Charoen	TA 1	7512 Black Star Lane, La Palma 90623	2026
	Arturo Montez	TA 2	8283 Mulberry Avenue, Buena Park 90620	2026
	Elizabeth A. Gonzalez	TA 3	6812 Via Media Circle, Buena Park 90620	2024
	Lamiya A. Hoque (C)	TA 4	7921 Jackson Way, Buena Park 90620	2024
	Luis Flores (P)	TA 5	3070 W. Del Monte Drive, Apt 43, Anaheim 92804	2026
Cypress School District K-6 5816 Corporate Avenue, Suite 100 Cypress, CA 90630 (714) 220-6900	Vacant	TA A	Using District Address	2024
	Troy Tanaka	TA B	Using District Address	2026
	Sandra Lee	TA C	Using District Address	2026
	Lydia Sondhi, Ph.D.	TA D	Using District Address	2026
	Candice Kern (C)	TA E	Using District Address	2024
Fountain Valley School District K-8 10055 Slater Avenue Fountain Valley, CA 92708 (714) 843-3200	Jeanne Galindo		Using District Address	2024
	Steve Schultz (P)		Using District Address	2024
	Sandra Crandall (President, Pro-Tem)		Using District Address	2026
	Dennis Cole		Using District Address	2026
	Phu Nguyen		Using District Address	2026
Fullerton School District K-8 1401 W. Valencia Drive Fullerton, CA 92833 (714) 447-7400	Aaruni Thakur	TA 1	Using District Address	2026
	Hilda Sugarman	TA 2	Using District Address	2024
	Beverly Berryman (C)	TA 3	Using District Address	2026
	Ruthi Hanchett	TA 4	Using District Address	2026
	Leonel Talavera (P)	TA 5	Using District Address	2024
Huntington Beach City School District K-8 8750 Dorsett Drive Huntington Beach, CA 92646 (714) 964-8888	Bridget Kaub	TA 1	Using District Address	2024
	Meghan Willis (C)	TA 2	Using District Address	2026
	Ann Sullivan	TA 3	Using District Address	2024
	Diana Marks (P)	TA 4	Using District Address	2026
	Paul R. Morrow, Ed.D.	TA 5	Using District Address	2026
La Habra City School District K-8 500 N. Walnut Street La Habra, CA 90631 (562) 690-2305	Susan Kolberg-Pritchard, Ph.D.		Using District Address	2024
	Ofelia Hanson		Using District Address	2024
	Emily Pruitt (P)		Using District Address	2026
	Adam Rogers		Using District Address	2026
	Justin Rodgers		Using District Address	2026
Magnolia School District K-6 2705 W. Orange Avenue Anaheim, CA 92804 (714) 761-5533	Patricia Soave	TA 1	1365 S. Sherrill St., Anaheim, CA 92804	2026
	Connie Martin (P)	TA 2	2751 W. Bridgeport Avenue, Anaheim 92804	2026
	Barbara J. Clendineng (C)	TA 3	2861 Rowland Circle, Anaheim 92804	2024
	Nathan Zug	TA 4	411 S. Ramm Drive, Anaheim 92804	2024
	Annie S. Warne	TA 5	2481 W. Lullaby Lane, Anaheim 92804	2026
Ocean View School District K-8 17200 Pinehurst Lane Huntington Beach, CA 92647 (714) 847-2551	Norm Westwell		Using District Address	2024
	Gina Clayton-Tarvin (C)		Using District Address	2024
	Morgan Westmoreland		Using District Address	2026
	Jack C. Souders (P)		Using District Address	2026
	Patricia Singer		Using District Address	2026
Savanna School District K-6 1330 S. Knott Avenue Anaheim, CA 92804 (714) 236-3800	Chris Brown (P)	TA	Using District Address	2024
	Christina "Tina" Karanick	TA	Using District Address	2024
	John Shook	TA 3	Using District Address	2026
	Elizabeth Winkler	TA 2	Using District Address	2026
	Dr. Gay Zambrano (C)	TA 1	Using District Address	2026
Westminster School District K-8 14121 Cedarwood Avenue Westminster, CA 92683 (714) 894-7311	David M. Johnson	TA 1	6321 Cherokee Drive, Westminster 92683	2024
	Justina "Tina" Gustin-Gurney**	TA 2	7822 24th Street, Westminster 92683	2026
	Khanh Nguyen (C)	TA 3	14452 Summerwood Drive, Westminster 92683	2026
	Frances Nguyen (P)	TA 4	8661 Pacheco Avenue, Westminster 92683	2024
	Jeremy Khalaf	TA 5	14411 Fairview Lane, Huntington Beach 92647	2026
Lowell Jt School District K-8 11019 Valley Home Avenue Whittier, CA 90603 (562) 943-0211	Regina L. Woods	TA 1	16565 Ancep Street, Whittier 90603	2024
	Christine J. Berg (C)	TA 2	2016 Virazon Drive, La Habra 90631	2026
	**Anthony A. Zegarra	TA 3	16262 Honnington Street, Whittier 90603	2024
	Karen L. Shaw	TA 4	361 South Dexford Street, La Habra 90631	2026
	Anastasia M. Shackelford (P)	TA 5	791 Glenhaven Drive, La Habra 90631	2026

ORANGE COUNTY SCHOOL BOARD MEMBERS

HIGH SCHOOL DISTRICTS

Anaheim Union HS District 7-12

501 N. Crescent Way
Anaheim, CA 92801
(714) 999-3511

Jessica Guerrero
Annemarie Randle-Trejo (P)
Katherine H. Smith
Brian O'Neal
Anna L. Piercy (C)

TA 1 1300 N. Lewellyn Avenue, Anaheim 92805
TA 2 111 W. Orangewood Avenue, Apt Q4, Anaheim 92802
TA 3 9312 Hillview Road, Anaheim 92804
TA 4 5042 Cartagena Circle, La Palma 90623
TA 5 9869 Spruce Court, Cypress 90630

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Fullerton Jt Union HS District 9-12

1051 W. Bastanchury Road
Fullerton, CA 92833
(714) 870-2800

Chester Jeng, DDS, JD, LL.M (P)
Joanne Fawley
Vicki Calhoun, Ed.D. (C)
Lauren Klatzker
Marilyn Buchi

TA 1 302 S. Monte Vista Street, Apt A, La Habra, 90631
TA 2 1528 Canyon Drive, Fullerton, 92833
TA 3 355 E. Rosslyn Avenue, Fullerton 92832
TA 4 907 N. Valley View Place, Fullerton 92833
TA 5 3501 Rosehedge Drive, Fullerton 92835

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Huntington Beach Union HS District 9-12

5832 Bolsa Avenue
Huntington Beach, CA 92649
(714) 903-7000

Dr. Michael Simons (C)
Susan Henry
Dr. Duane Dishno (P)
Dr. Bonnie Castrey
Diana Carey

6541 Feather Drive, Huntington Beach 92648
16571 Channel Lane, Huntington Beach 92648
19012 Poppy Hill Circle, Huntington Beach 92648
8522 Topside Circle, Huntington Beach 92646
13462 Milan Street, Westminster, 92683

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UNIFIED SCHOOL DISTRICTS

Brea Olinda Unified School District K-12

1 Civic Center Circle, Level 2
Brea, CA 92821
(714) 990-7800

Carrie Flanders (C)
Deana Miller
Paul Ruiz (P)
Dr. Chris Becerra
Gail Lyons

TA 1 Using District Address
TA 2 Using District Address
TA 3 Using District Address
TA 4 Using District Address
TA 5 Using District Address

2026
2024
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2024

Capistrano Unified School District K-12

33122 Valle Road
San Juan Capistrano, CA 92675
(949) 234-9200

Amy Hanacek (C)
Michael Parham
Lisa Davis
Gary Pritchard
Krista Castellanos (P)
Gila Jones
Judy Bullockus

TA 1 Using District Address
TA 2 Using District Address
TA 3 Using District Address
TA 4 Using District Address
TA 5 Using District Address
TA 6 Using District Address
TA 7 Using District Address

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Garden Grove Unified School District K-12

10331 Stanford Avenue
Garden Grove, CA 92840
(714) 663-6000

Teri Rocco (P)
Lan Quoc Nguyen, ESQ. (C)
Walter Muneton
Robert Harden
Dina Nguyen, ESQ.

TA 1 6102 Anthony Avenue, Garden Grove 92845
TA 2 9141 Bolsa Avenue, Suite 303, Westminster 92683
TA 3 12851 Haster St. Apt 11B, Garden Grove 92840
TA 4 10581 Ballast Avenue, Garden Grove 92843
TA 5 10382 Bonnie Drive, Garden Grove 92843

2024
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Irvine Unified School District K-12

5050 Barranca Parkway
Irvine, CA 92604
(949) 936-5000

Lauren Brooks
Katie McEwen
Cyril Yu (P)
Jeff Kim
Paul Bokota (C)

TA 1 Using District Address
TA 2 Using District Address
TA 3 Using District Address
TA 4 Using District Address
TA 5 Using District Address

2024
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Laguna Beach Unified School Dist. K-12

550 Blumont Street
Laguna Beach, CA 92651
(949) 497-7700

Kelly Osborne (C)
Jan Vickers (P)
James "Jim" Kelly, Ph.D.
Dee Namba Perry
Joan Malczewski

Using District Address
Using District Address
Using District Address
Using District Address
Using District Address

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Los Alamitos Unified School Dist K-12

10293 Bloomfield Street
Los Alamitos, CA 90720
(562) 799-4700

Mariys Davidson (VP/C)
Chris Forehan
Diana D. Hill
Scott Fayette
Megan Cutuli (P)

TA 1 Using District Address
TA 2 Using District Address
TA 3 Using District Address
TA 4 Using District Address
TA 5 Using District Address

2026
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Newport-Mesa Unified School Dist K-12

2985 Bear Street
Costa Mesa, CA 92626
(714) 424-5000

Leah Ersoylu (C)
Michelle Murphy
Carol Crane (P)
Lisa Pearson
Michelle Barto
Krista Weigand
Ashley Anderson

TA 1 3081 Molokai Place, Costa Mesa, 92626
TA 2 2567 Columbia Drive, Costa Mesa, 92626
TA 3 921 Aleppo, Newport Beach 92660
TA 4 1915 Tahuna Terrace, Corona del Mar, 92625
TA 5 2461 Crestview Drive, Newport Beach 92663
TA 6 1222 Sussex Lane, Newport Beach, 92660
TA 7 1801 Whittier Avenue, #8, Costa Mesa 92627

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Orange Unified School District K-12

1401 North Handy Street
Orange, CA 92867
(714) 628-4000

Andrea Yamasaki
John H. Ortega (P)
Ana Page
Vacant
Kris Erickson
Angie Schlueter-Rumsey
Vacant

TA 1 Using District Address
TA 2 Using District Address
TA 3 Using District Address
TA 4 Using District Address
TA 5 Using District Address
TA 6 Using District Address
TA 7 Using District Address

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Placentia-Yorba Linda Unif School District K-12

1301 E. Orangethorpe Avenue
Placentia, CA 92870
(714) 986-7000

Shawn Youngblood (C)
Marilyn Anderson
Leandra Blades (P)
Todd Frazier
Carrie Buck

TA 1 Using District Address
TA 2 Using District Address
TA 3 Using District Address
TA 4 Using District Address
TA 5 Using District Address

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Saddleback Valley Unified School District K-12

25631 Peter A. Hartman Way
Mission Viejo, CA 92691
(949) 586-1234

Dan Walsh
Dr. Edward Wong (P)
Suzie R. Swartz
Amanda Morrell (C)
Barbara Schulman

TA 1 Using District Address
TA 2 Using District Address
TA 3 Using District Address
TA 4 Using District Address
TA 5 Using District Address

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ORANGE COUNTY SCHOOL BOARD MEMBERS

Santa Ana Unified School District K-12 1601 East Chestnut Avenue Santa Ana, CA 92701 (714) 558-5501	Alfonso Alvarez, Ed.D. (VP)		Using District Address	2024
	Rigo Rodriguez, Ph.D.		Using District Address	2024
	Carolyn Torres (P)		Using District Address	2024
	Katelyn Brazer Aceves	TA 4	Using District Address	2026
	Hector Bustos (C)	TA 5	Using District Address	2026
Tustin Unified School District K-12 300 South "C" Street Tustin, CA 92780 (714) 730-7301	Allyson M. Damikolas (P)	TA 1	Using District Address	2024
	James H. Laird	TA 2	Using District Address	2024
	Lynn Davis (C)	TA 3	Using District Address	2026
	Jonathan Stone	TA 4	Using District Address	2024
	Jonathan Abelow	TA 5	Using District Address	2026
<u>COMMUNITY COLLEGE DISTRICTS</u>				
North Orange County Community College Dist. 1830 W. Romneya Drive Anaheim, CA 92801 (714) 808-4500	Dr. Barbara Dunsheath (S)	TA 1	Using District Address	2026
	Ed Lopez	TA 2	Using District Address	2024
	Stephen T. Blount	TA 3	Using District Address	2026
	Evangelina Rea Rosales (P)	TA 4	Using District Address	2024
	Jacqueline Rodarte	TA 5	Using District Address	2024
	Jeffrey P. Brown	TA 6	Using District Address	2026
	Ryan Bent	TA 7	Using District Address	2024
Coast Community College District 1370 Adams Avenue Costa Mesa, CA 92626 (714) 438-4600	Jim Moreno (VP)	TA 1	1370 Adams Avenue, Costa Mesa 92626 (District)	2026
	Jerry Patterson	TA 2	1370 Adams Avenue, Costa Mesa 92626 (District)	2024
	Lorraine Prinsky, Ph.D. (P)	TA 3	1370 Adams Avenue, Costa Mesa 92626 (District)	2024
	Mary Hornbuckle	TA 4	1370 Adams Avenue, Costa Mesa 92626 (District)	2024
	Elizabeth "Liz" Dorn Parker (C)	TA 5	1370 Adams Avenue, Costa Mesa 92626 (District)	2026
Rancho Santiago Community College District 2323 N. Broadway Santa Ana, CA 92706 (714) 480-7300	Zeke Hernandez	TA 1	Using District Address	2024
	John R. Hanna	TA 2	Using District Address	2026
	Sal Tinajero (P)	TA 3	Using District Address	2024
	Daisy Xuanha Tong	TA 4	Using District Address	2026
	David Crockett	TA 5	Using District Address	2024
	Phillip E. Yarbrough (C)	TA 6	Using District Address	2026
	Tina Arias Miller, Ed.D.	TA 7	Using District Address	2024
South Orange Co. Community College District 28000 Marguerite Parkway Mission Viejo, CA 92692 (949) 582-4850	Carolyn Inmon (C)	TA 1	Using District Address	2024
	Thomas "T.J." Prendergast, III	TA 2	Using District Address	2026
	Barbara J. Jay	TA 3	Using District Address	2024
	Terri Whitt Rydell	TA 4	Using District Address	2026
	Marcia Milchiker	TA 5	Using District Address	2026
	Ryan Dack	TA 6	Using District Address	2024
	Timothy "Tim" Jemal (P)	TA 7	Using District Address	2024
<u>REGIONAL OCCUPATIONAL PROGRAMS</u>				
College and Career Advantage (formerly South Coast ROP) 33122 Valle Road San Juan Capistrano, CA 92675 (949) 234-9464	Michael Parham (VP/C)		33122 Valle Road, San Juan Capistrano 92675 (District)	
	Dee Perry (P)		550 Blumont Street, Laguna Beach 92651 (District)	
	Gary Pritchard		33122 Valle Road, San Juan Capistrano 92675 (District)	
	Amy Hanacek		33122 Valle Road, San Juan Capistrano 92675 (District)	
	Jan Vickers		550 Blumont Street, Laguna Beach 92651 (District)	
Coastline ROP 1001 Presidio Square Costa Mesa, CA 92626 (714) 979-1955	Lynn Davis (C)		300 South "C" Street, Tustin 92780 (District)	
	Barbara Schulman		25631 Peter A. Hartman Way, Mission Viejo 92691 (District)	
	Michelle Barto		2985-A Bear Street, Costa Mesa 92626 (District)	
	Lauren Brooks		5050 Barranca Parkway, Irvine 92604 (District)	
North Orange County ROP 385 N. Muller Street Anaheim, CA 92801 (714) 502-5800	Chester Jeng, DDS, JD, LLM (P)		302 Monte Vista Street, Unit A, La Habra 90631	
	Marilyn Buchi		3501 Rosehedge Drive, Fullerton 92835	
	Meg Cutuli (VP/C)		1445 Crestview Avenue, Seal Beach 90740	
	Brian O'Neal		5042 Cartagena Circle, La Palma 90623	
	Annemarie Randle-Trejo		111 W. Orangewood Avenue, #Q4, Anaheim 92802	
	Carrie Buck		1301 E. Orangethorpe Ave. Placentia, CA 92870 (District)	
	Chris Becerra, EdD		Using ROP Address	
Central Orange County CTE Partnership (CTEp) (formerly Central Orange County ROP) 2910 Redhill Avenue, Suite 200 Costa Mesa, CA 92626 (714) 966-3528	Jorge Valdes, Esq.		200 Kalmus Drive, Costa Mesa 92628	
	Mari Barke		200 Kalmus Drive, Costa Mesa 92628	
	Ken L. Williams, Jr., D.O.		200 Kalmus Drive, Costa Mesa 92628	
	Tim Shaw		200 Kalmus Drive, Costa Mesa 92628	
	Lisa Sparks, Ph.D.		200 Kalmus Drive, Costa Mesa 92628	
SELPA Greater Anaheim SELPA**** 7300 La Palma Avenue, Bldg. 6 Buena Park, CA 90620 (714) 796-8960	Lamiya A. Hoque		6625 La Palma Avenue, Buena Park 90620 (District)	
	Annemarie Randle-Trejo (C)		501 N. Crescent Way, Anaheim 92801 (District)	
	Sandra Lee (P)		9470 Moody Street, Cypress 90630 (District)	
	Chris Forehan		10293 Bloomfield Street, Los Alamitos 90720 (District)	
	Connie Martin		2705 West Orange Avenue, Anaheim 92804 (District)	
	Chris Brown		1330 South Knott Avenue, Anaheim 92804 (District)	
<u>COUNTY BOARD OF EDUCATION</u>				
Orange County Board of Education 200 Kalmus Drive Costa Mesa, CA 92626 (714) 966-4000 (Note - County Board Members Take Office in July)	Jorge Valdes, Esq.	Dist. 1	200 Kalmus Drive, Costa Mesa 92628	2028
	Mari Barke	Dist. 2	200 Kalmus Drive, Costa Mesa 92628	2026
	Ken L. Williams, Jr., D.O.	Dist. 3	200 Kalmus Drive, Costa Mesa 92628	2028
	Tim Shaw (VP)	Dist. 4	200 Kalmus Drive, Costa Mesa 92628	2028
	Lisa Sparks, Ph.D. (P)	Dist. 5	200 Kalmus Drive, Costa Mesa 92628	2026

CONSOLIDATED GOVERNING BOARD MEMBER ELECTIONS

November 5, 2024

Anaheim Elementary School District
Anaheim Union High School District
North Orange County Community College District

Buena Park School District
Fullerton Joint Union High School District
North Orange County Community College District

Centralia School District
Anaheim Union High School District
North Orange County Community College District

Cypress School District
Anaheim Union High School District
North Orange County Community College District

Fountain Valley School District
Huntington Beach Union High School District
Coast Community College District

Fullerton School District
Fullerton Joint Union High School District
North Orange County Community College District

Huntington Beach City School District
Huntington Beach Union High School District
Coast Community College District

La Habra City School District
Fullerton Joint Union High School District
North Orange County Community College District

Magnolia School District
Anaheim Union High School District
North Orange County Community College District

Ocean View School District
Huntington Beach Union High School District
Coast Community College District

Savanna School District
Anaheim Union High School District
North Orange County Community College District

Westminster School District
Huntington Beach Union High School District
Coast Community College District

Lowell Joint School District
Fullerton Joint Union High School District
North Orange County Community College District

Brea-Olinda Unified School District
North Orange County Community College District

Capistrano Unified School District
South Orange County Community College District

Garden Grove Unified School District
Coast Community College District
North Orange County Community College District
Rancho Santiago Community College District

Irvine Unified School District
South Orange County Community College District

Laguna Beach Unified School District
South Orange County Community College District

Los Alamitos Unified School District
North Orange County Community College District

Newport-Mesa Unified School District
Coast Community College District

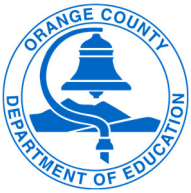
Orange Unified School District
Rancho Santiago Community College District

Placentia-Yorba Linda Unified School District
North Orange County Community College District

Saddleback Valley Unified School District
South Orange County Community College District

Santa Ana Unified School District
Rancho Santiago Community College District

Tustin Unified School District
South Orange County Community College District



TENTATIVE CALENDAR FOR BIENNIEL GOVERNING BOARD MEMBER ELECTIONS November 5, 2024

June 28, 2024
(E-130 days)

July 5, 2024
(E-123 days)

July 8, 2024
(E-120 days)

***July 15, 2024 to
August 9, 2024***
(E-113-88 days)

***August 10, 2024 to
August 19, 2024***
(E-87-77 days)

August 14, 2022
(E-83 days)

CONSOLIDATION OF ELECTIONS NOTICE:

Last day for County Superintendent of Schools to notify governing boards in writing that a consolidated election is required to be held. Applies when there are two or more school districts of any type in the same area.

Education Code §§ 5323, 5340

SPECIFICATIONS OF ELECTION ORDER:

At least 123 days before the election, the governing board of the district shall, by resolution, serve the County Superintendent of Schools and the Registrar of Voters an order calling the election and specify the date and purpose of the election.

Education Code §§ 5320, 5322

DELIVER NOTICE OF ELECTION REGISTRAR OF VOTERS:

At least 120 days prior to the date of the election, the County Superintendent of Schools shall deliver to the Registrar of Voters copies of the order of election and the formal notice of election.

Education Code §§ 5324, 5325, 5361

NOMINATION PERIOD:

Declaration of Candidacy forms for all school district offices may be obtained from and must be filed with the Registrar of Voters office from July 15, 2024 through August 9, 2024, 5:00p.m.

Elections Code §§10510, 10603

CANDIDATE'S STATEMENT OF QUALIFICATIONS:

Each candidate may prepare a candidate's statement on a form provided by the Registrar of Voters. The statement may contain no more than 200 words, unless the governing board of the school district has authorized a 400-word statement. The statement must be filed at the same time that the Declaration of Candidacy is filed. It may be withdrawn, but not changed, during the nomination period and until 5:00 p.m. of the next working day after the close of the nomination period.

The Registrar of Voters will estimate the total cost of printing and handling the Candidates' Statement and will require each candidate filing a statement to pay in advance his/her estimated pro rata share as a condition of having his/her statement included in the voter's pamphlet.

Elections Code §13307

PUBLIC REVIEW PERIOD:

Public review period of 10 days for Candidates' Statements filed by August 9, 2024. Candidates' Statements will be posted on the Registrar of Voters' website (www.OCVote.com)

Elections Code § 13313

FILING EXTENSION:

If an incumbent has not filed a Declaration of Candidacy by 5:00 p.m. on August 9, 2024, there is a 5-day extension allowed for any person other than the incumbent to file for such office.

Elections Code §10604, 10516

August 14, 2024
(E-83 days)

***August 15, 2024 to
August 25, 2024***
(E-82-72 days)

***September 26, 2024
to October 15, 2024***
(E-40-21 days)

November 5, 2024
(E-0 days)

November 25, 2024

December 13, 2024

PETITION TO HOLD ELECTION:

If, immediately following the last time for filing a Declaration of Candidacy, only one person has been nominated for each position of governing board member or no person has been nominated for any such position, and a petition (signed by 10% or 50 of the district voters, whichever is the smaller number) requesting that a school district election be held for such offices has not been presented to the Registrar of Voters, an appointment will be made as prescribed in Education Code §§ 5326, 5328 Elections Code §10516

PUBLIC REVIEW PERIOD (EXTENDED FILING PERIOD):

Public review period of 10 days for Candidates' Statements filed between August 9 and August 14 (Extended Filing Period). Candidates' Statements will be posted on the Registrar of Voters' website (www.OCVote.com). Elections Code §13313

SAMPLE BALLOT MAILING:

Between these dates, county sample ballot pamphlets will be mailed by the Registrar of Voters. Elections Code §§ 9094, 13303

ELECTION DAY:

The polls will be open from 7:00 a.m. until 8:00 p.m. Elections Code §§ 1000, 14212

CANVASS OF RETURNS:

Beginning at 8:00 p.m. and continuously until completed, the Registrar of Voters will conduct the semi-final official canvass of votes and report totals to the Secretary of State. Elections Code §§15150, 15151

CERTIFIED STATEMENT OF RESULTS:

By this date county elections official shall prepare a certified statement of the results of the election and submit it to the governing board of school districts and community college districts. Elections Code §15372

DATE OF TAKING OFFICE:

Elected School Board Members take office on the second Friday in December after the General Election. Education Code §5017

PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
Board of Education Regular Meeting
June 4, 2024

MEMBERSHIP IN THE ORANGE COUNTY SCHOOL BOARDS ASSOCIATION (OCSBA)

Background

OCSBA is a member-driven organization whose purpose is to support the governance team of school board members in their complex leadership roles.

The network of information, workshops, and conferences available through the OCSBA provides an invaluable governance resource to the Placentia-Yorba Linda Unified School District Board of Education. There was no increase in this year's dues.

Financial Impact

General Fund (0101) NTE \$250

Administrator

Dr. Alex Cherniss, Superintendent



Orange County School Boards Association

200 Kalmus Drive • P.O. Box 9050 • Costa Mesa, CA 92628-9050 • ocsba@ocde.us

May 10, 2024



TO: Orange County Board Members, Superintendents and Chancellors

FROM: Lauren Brooks, OCSBA President

SUBJECT: 2024-2025 OCSBA Annual Membership Fee

The Orange County School Boards Association (OCSBA) provides an opportunity for school and community college board members from throughout the county to network and obtain pertinent legislative and educational information that impacts public education at the local level and statewide.

We encourage you to renew your organizational membership with the OCSBA for the upcoming 2024-2025 school year. OCSBA events include dinner meetings; two co-sponsored with the Association of California School Administrators (ACSA), Region 17, featuring engaging, relevant speakers from education, government, and business. OCSBA also holds seminars in conjunction with the Orange County Department of Education on fiscal and budgetary issues. In addition, OCSBA provides a new board member orientation, other social networking opportunities, and both state and national legislative updates from leading educational lobbyists.

The annual OCSBA membership fee is the same as last year at \$250.00 per district. After your Board has approved payment, please mail the bottom portion of this letter with a check for \$250.00 **payable to OCSBA** to the address noted below. Please be sure to remain in active status by assuring we receive payment by **Monday, September 30, 2024.**

Please feel free to contact us at ocsba@ocde.us if you have any questions or to submit any future meeting topic suggestions. We look forward to working with all of you in the coming year!



Orange County School Boards Association 2024-2025 Membership Dues Form



Enclosed is a check for \$250.00 from the _____
School District for membership in OCSBA during the 2024-2025 school year. This membership fee covers all members of your board from July 1, 2024 to June 30, 2025.

Please make a check payable to **OCSBA** and mail payment to:

**Orange County School Boards Association
c/o Sharon Hernandez, Orange County Department of Education
200 Kalmus Drive, A-1046, Costa Mesa, CA 92628-9050**

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 4, 2024**

AGREEMENT RENEWAL: SCHOOL INNOVATIONS AND ACHIEVEMENT

Background

The Placentia-Yorba Linda Unified School District and School Innovations & Achievement (SI&A) would like to enter into an agreement to retain services for the preparation of school accountability report cards (SARCs). SI&A agrees to provide the District consulting services during the agreement period to compile the 2024/25, 2025/26, and 2026/27 SARCs for each school site. This compilation of SARCs includes but is not limited to the following: (a) an assessment of the school's conditions pursuant to Proposition 98, (b) California Education Code Sections 17002, 17014, 17032.5, 17070.75, 17089, 32286, 52056, 60119, 33126, 35256, 35256.1, 35258, 41409 and 41409.3, (c) California Department of Education changes to the SARC per Eliezer Williams, et al., vs. State of California, et al., and (d) Title I, Section 1111(b)(2)(H). SI&A will also serve as the district's liaison with the California Department of Education (CDE) relative to this process, deliver electronic and hard copies of each SARC, and more.

Financial Impact

General Fund (0101) Annual fee of \$22,500 for three-year period

Administrator

Alyssa Griffiths, Director of Communications, Superintendent's Office



SCHOOL ACCOUNTABILITY REPORT CARD SERVICES AGREEMENT

**Between
SCHOOL INNOVATIONS & ACHIEVEMENT
And
Placentia-Yorba Linda Unified School District**

THIS AGREEMENT, dated 04 / 30 / 2024, (the "Agreement") is made by and between DistrictName ("District"), and School Innovations & Achievement, a California corporation ("SI&A"), each being a "Party" and collectively the "Parties".

RECITALS

WHEREAS, District is authorized to retain services for the preparation of school accountability report cards ("SARC") pursuant to the California Education Code Section 35160; and

WHEREAS, it is necessary and desirable that SI&A be retained by District for the purpose of performing the above described service and SI&A is qualified to perform such service;

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. Agreement Term.

- **Service Start Date:** 07 / 01 / 2024
- **Service Expiration Date (Initial Term):** 06 / 30 / 2027
- **Termination Notice:** Either Party may terminate, with or without cause, both Agreement Year Two and Agreement Year Three, or Agreement Year Three, by delivering written notice of termination to the other Party ("Termination Notice"). To be effective, any Termination Notice for both Agreement Year Two and Agreement Year Three, or Agreement Year Three must be received as follows:
 - To terminate both Agreement Year Two and Agreement Year Three, Termination Notice must be received not less than 60 calendar days prior to 06 / 30 / 2025.
 - To terminate Agreement Year Three, Termination Notice must be received not less than 60 calendar days prior to 06 / 30 / 2026.

2. Services.

Description of Software and Services. SI&A agrees to provide District the following consulting services ("Services") during the Agreement Term:

2.1 Compile the 2023/24, 2024/25 and 2025/26 SARC (in English) for each school site as indicated in Exhibit C – Price Quote for Services (“School Sites”) during the Initial Term. Compile the next three (3) successive FY SARC in the Successive Term(s) for the entire length of the Agreement Term. This compilation of SARC includes, but is not limited to, the following: (a) an assessment of the school's conditions pursuant to Proposition 98, (b) California Education Code Sections 17002, 17014, 17032.5, 17070.75, 17089, 32286, 52056, 60119, 33126, 35256, 35256.1, 35258, 41409 and 41409.3, (c) California Department of Education changes to the SARC per *Eliezer Williams, et al., vs. State of California, et al.*, and (d) Title I, Section 1111(b)(2)(H). Upon District's request, SI&A may translate the SARC into a different language for an additional fee, as indicated in Exhibit C – Price Quote for Services;

2.2 In each SARC, disclose the salary and budget information for districts that operate more than one (1) School Site, pursuant to the California Education Code Section 41409.3;

2.3 Provide District with one (1) hard copy of the SARC for each School Site and an Adobe Acrobat Reader PDF file. Additional copies are outside the Initial Scope of Services (as defined in Exhibit A – Standard Terms and Conditions, Section 1), however, upon District's request, more copies will be provided for an additional fee, which shall be billed separately;

2.4 Serve as District's liaison with the California Department of Education and other government entities regarding (a) information requests, (b) clarifications, or (c) compliance reviews that may occur;

2.5 Maintain appropriate record keeping practices per State regulations;

2.6 Prior to finalizing the SARC, SI&A shall verify the propriety and accuracy of the information contained therein with District. District shall be entitled to a maximum of three (3) reviews and three (3) revisions of the draft version of the SARC prior to publishing within the Initial Scope of Services and Fees (as defined in Exhibit A – Standard Terms and Conditions). Revisions within the Initial Scope of Services include, but are not limited to, changes to State or district data. If District's proposed changes exceed either the Initial Scope of Services or the three (3) revisions maximum, the Parties shall execute an amendment to the Agreement and additional fees shall apply. In such event, SI&A shall provide District with an Agreement amendment describing the additional amounts of time and fees of the proposed revisions for District's review, approval and signature. SI&A will not perform additional services until such amendment is executed. Requests for additional revisions submitted after the Production Schedule (as defined in Exhibit B – SARC Format Checklist) may cause a delay of the final SARC delivery and result in additional fees under this Agreement; and

2.7 Complete delivery of the final SARC per the agreed upon Production Schedule (as defined in Exhibit B – SARC Format Checklist).

3 Payment of Fees.

3.1 Fees. For Services provided pursuant to the terms of this Agreement, District agrees to pay SI&A _____ (the “Fee”), annually, as indicated in Exhibit C – Price Quote for Services.

3.2 Payment Plan. The Fee is payable as follows:

	<p><u>Year 1</u></p> <p>07 / 01 / 2024 - 06 / 30 / 2025</p> <p>Due Upon Signing</p>	<p><u>Years 2 and beyond</u></p> <p>July 1st to June 30th for fiscal years 2024/25 and beyond</p>
Standard Annual Fee	\$22,500	\$22,500

4. Entire Agreement. This Agreement, including, without limitation, the Standard Terms and Conditions attached hereto as Exhibit A and the Price Quote for Services attached hereto as Exhibit C, is the final expression of, and contains the entire agreement between

the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.

5. Exhibits. All exhibits referred to in this Agreement are attached and incorporated herein by this reference.

6. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, including copies sent to a party by facsimile transmission or in portable document format (pdf), as against the party signing such counterpart, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement is dated as of the date set forth above.

SI&A:

District:

SCHOOL INNOVATIONS & ACHIEVEMENT

Placentia-Yorba Linda Unified School District

Signature: Philip M. Charland
Date: 10/18/2023
Print Name: Philip M. Charland
Title: Chief Revenue Officer
Company: School Innovations & Achievement
Address: 5200 Golden Foothill Parkway
El Dorado Hills, CA 95762
Phone: (800) 487-9234
Fax: (800) 487-6441

Signature: _____
Date: _____
Print Name: _____
Title: _____
Company: _____
Address: _____
Phone: _____
Fax: _____

EXHIBIT A - STANDARD TERMS AND CONDITIONS

1. **Scope of Services; Independent Contractor.** SI&A's services described in the Agreement (the "Services") detail the initial scope of services anticipated by SI&A as of the effective date of the Agreement ("Initial Scope of Services"). District acknowledges that the Fee is based on this Initial Scope of Services. If SI&A determines that the Initial Scope of Services may be or has been increased anytime during the Agreement Term, SI&A reserves the right to increase the Fee to compensate for the unanticipated or additional services as mutually agreed upon in writing by both Parties. This Agreement is not for lobbying services and SI&A is not being retained to provide lobbying services to District. The Parties agree that School Innovations & Achievement is an independent contractor and the Agreement shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, association or any other relationship.
2. **Termination.** Either Party may terminate the Agreement, with or without cause, by delivering written notice of termination to the other Party not later than sixty (60) days prior to expiration of the current Term (Initial or Successive) within the Agreement Term. The effective date of termination shall be the expiration of such current Term of the Agreement. Upon termination, SI&A will invoice District for any Fees owing and District shall pay the full invoice amount within thirty (30) days after receipt of SI&A's invoice. Except as set forth in this Section 2, neither Party shall have any liability to the other for damages resulting solely from a Party's termination of this Agreement in accordance with this Section 2.
3. **Termination Due to Changes in State Law.** If Legislation is enacted that eliminates or suspends K-12 education mandates, thereby making the filing of mandate reimbursement claims impossible or futile, District may immediately terminate this Agreement. Upon termination, SI&A will invoice District for any Fees owing and District shall pay the full invoice amount within thirty (30) days after receipt of SI&A's invoice. All other terminations shall be subject to the terms and conditions set forth in Section 2, above.
4. **Notice.** All Agreement notices must be in writing, directed to the Party's address set forth below such Party's signature in the Agreement and shall be deemed to be received in accordance with the following: (a) in the case of personal delivery, on the date of such delivery; (b) in the case of facsimile transmission, on the date upon which the sender receives confirmation by facsimile transmission that such notice was received by the addressee, provided that a copy of such transmission is additionally sent by mail as set forth in (d) below; (c) in the case of overnight courier, on the second business day following the day such notice was sent, with receipt confirmed by the courier; and (d) in the case of mailing by first class certified mail, postage prepaid, return receipt requested, on the fifth business day following such mailing. A Party may change the address stated in the Agreement by giving notice to the other Party.
5. **District's General Responsibilities; District Acknowledgment.** During the Agreement Term, in addition to the obligations set forth in the Agreement, District is responsible for the following: (a) ensuring that District, its employees and contractors properly identify and comply with laws and regulations applicable to District's activities; (b) completing any documents required by SI&A for any service obtained by District; (c) importing only data that reflects student performance to the grade level into the school site plan to ensure confidentiality and consistency with FERPA guidelines; and (d) monitoring assignments of login and passwords to assure FERPA compliance. District acknowledges that SI&A's full, accurate and timely performance under this Agreement is materially dependent upon District's reasonable cooperation and assistance. District further acknowledges that SI&A's Initial Scope of Services and Fee presume a reasonable amount of cooperation and assistance from District, such as District's timely provision of certain information, documentation and personnel. SI&A has explained its requirements in this regard to District and District agrees to meet these requirements.
6. **Further Assistances.** Upon request of the other Party, SI&A or District shall execute and deliver additional instruments and take additional actions as may be necessary or appropriate to perform the Agreement.
7. **Assignment Prohibited.** Neither Party may assign any rights or obligations under this Agreement without the prior written consent of the other Party. Any purported assignment in violation of the provisions of this Section 7 shall be null and void.
8. **Family Educational Rights and Privacy Act ("FERPA"); California Education Code; and Other Privacy Related Laws.**
 1. FERPA and California Educational Code and California Education Code. SI&A may have limited access to student data or information only for purposes of providing the services specified in the Agreement. SI&A performs the Services as an independent contractor of District. SI&A, its officers and employees, shall comply at all times with the Family Educational Rights and Privacy Act and, for any California District, California Education Code sections 49073 et seq. and/or sections 76240 et seq., as applicable. Further to the requirements of California Education Code section 49073.1, as applicable, SI&A and District agree that (a) any and all "Pupil records" (as that term is defined in Education Code section 49073.1 and hereinafter referred to as "Pupil Records") disclosed or transmitted to SI&A remain the property of District and under the control of District; (b) SI&A shall not use any Pupil Records disclosed or transmitted to SI&A by District or any information in those pupil records for any purpose other than those required or specifically permitted by the Agreement; (c) SI&A shall not disclose any Pupil Records disclosed or transmitted to SI&A by District to any third party; (d) SI&A shall dispose of the Pupil Records according to Section 16 below; and (e) SI&A shall not use any Pupil Records disclosed or transmitted to SI&A by District to engage in targeted advertising. The procedures (a) created by District to comply with the requirements of Education Code section 49073.1 and (b) used by SI&A to ensure the security and confidentiality of Pupil records are listed or referenced in Exhibit D to the Agreement. Notwithstanding the foregoing, District grants to SI&A a perpetual, exclusive, royalty-free license to use de-identified District Data and "Deidentified information" (as defined in Education Code section 49703.1) for any purpose allowed by law. As set forth in the Standard Terms and Conditions, District and SI&A shall cooperate to preserve the confidentiality of District Data as mandated by applicable federal and state law.
 2. Student Online Personal Information Protection Act ("SOPIPA"). SI&A does not knowingly use "Covered information" (as defined in Cal. Bus. & Prof. Code §§22584 to 2258 and hereinafter referred to as "Covered Information") or persistent unique identifiers for targeted advertising. SI&A does not knowingly develop student profiles with Covered Information or persistent unique identifiers, or sell or disclose Covered Information unless exceptions under SOPIPA apply.

3. California Consumer Privacy Act ("CCPA"). SI&A is a "service provider" (as defined under Cal. Civ. Code §1798.140(v) and hereinafter referred to as "Service Provider"). SI&A, as a Service Provider, does not further collect, sell, or use the "personal information" (as defined under Cal. Civ. Code §1798.140 (o)) except as necessary to perform obligations under the Agreement.
9. **Confidential and Proprietary Materials of SI&A.** During performance of the Agreement, SI&A may provide materials or disclose information to District that SI&A considers proprietary or confidential including, but not limited to SI&A's training handbooks, policy manuals, instructions, copyrighted checklists and forms ("SI&A's Materials"). District agrees that District acquires no interest of any kind in SI&A's Materials. At all times during and after the Agreement Term, District agrees (a) to keep SI&A's Materials in confidence and trust for SI&A; (b) not to disclose, duplicate or otherwise use SI&A's Materials, except in furtherance of SI&A's performance per the Agreement; (c) to limit access to SI&A's Materials to District's employees and/or contractors who have a "need to know;" and (d) to promptly return all copies of SI&A's Materials to SI&A after a request is made.
10. **Limitation of Liability; Indemnification.** In no event shall SI&A's liability to District, for any reason arising out of this Agreement, exceed the amount of the Fee actually received by SI&A under this Agreement. SI&A shall not be liable for any consequential damages. Each Party agrees to defend, hold harmless, and indemnify the other Party (and its officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including but not limited to personal injury, death at any time, and property damage) arising out of or made necessary by the indemnifying Party's breach of the terms of this Agreement. In the event that any action or proceeding is brought against a Party by reason of any claim or demand discussed in this Section 10, upon notice from the Party, the indemnifying Party shall defend the action or proceeding at the indemnifying Party's expense, through counsel reasonably satisfactory to the other Party. The obligations to indemnify set forth in this Section 10 shall include reasonable attorney's fees and investigation costs and all other reasonable costs, expenses, and liabilities from the time of giving the first notice of any claim or demand. The indemnifying Party's obligations under this Section 10 shall apply regardless of whether the other Party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage caused solely by the active negligence or by the willful misconduct of the other Party.
11. **Governing Law; Enforcement Costs.** The Agreement shall be governed by and construed in accordance with the substantive laws of California. If any legal action (including arbitration) is commenced to enforce the Agreement's terms or a Party's rights or obligations under this Agreement, then the prevailing Party shall be entitled to recover all fees and costs incurred by the action, including reasonable attorneys' fees and arbitrators' fees, in addition to any other relief to which the Party may be entitled.
12. **Judicial Reference.** In the event a dispute is not resolved through discussions and negotiations among the Parties, the dispute shall be decided by general reference procedures pursuant to Code of Civil Procedure Section 638 et seq., as modified by the provisions of this Section 12, and any subsequent provisions mutually agreed upon in writing by the Parties. The reference shall be conducted in accordance with California law, including, but not limited to, the Code of Civil Procedure and the Evidence Code. The Parties shall be allowed to conduct discovery in the manner provided by Code of Civil Procedure Section 2017 et seq. BOTH PARTIES HEREBY WAIVE A JURY TRIAL OR PROCEEDING IN CONNECTION WITH ANY DISPUTE ARISING OUT OF THIS AGREEMENT. All general reference proceedings hereunder shall, unless all Parties hereto otherwise agree, be conducted in a mutually agreeable location in the County of Sacramento, State of California.
13. **Modification; Interpretation; Severability; Construction.** No modification or supplement to any provision of the Agreement shall be valid, unless executed in writing by both Parties. No provision of the Agreement shall be construed to require the commission of any act contrary to law. If any term, provision, covenant or condition of the Agreement is held to be invalid or otherwise unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. The headings preceding each Section and subsection of this Agreement are solely for convenience of reference only, are not part of the Agreement, and shall be disregarded in the interpretation of any portion of the Agreement. Whenever required by the context of the Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. The Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references to paragraphs, Sections, subparagraphs and subsections are to the Agreement.
14. **Waiver.** Either Party's failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement's terms, covenants, provisions by the other Party at the time designated, shall not be a waiver of any such default or right to which the Party is entitled, nor shall it in any way affect the right of the Party to enforce such provisions thereafter.
15. **Force Majeure.** A Party shall not be liable under the Agreement as a result of any delay, failure or interruption caused by the other Party or third parties, an act of God, acts or orders of governmental authorities, acts of civil or military authorities, catastrophes or other cause (other than financial) beyond the Party's reasonable control, and such nonperformance will not be a default hereunder or a ground for termination of the Agreement.

EXHIBIT B



Please complete the following to enable SI&A to best manage District's expectations and SARC layout preferences.

1. Page Layout:

- ☐ Single-Sided
- ☐ Double-Sided

2. Colors:

- ☐ Anthem (red, white, and blue)
- ☐ Nantucket (shades of blue)
- ☐ Coastal (blues and greens)
- ☐ Greenhouse (greens and yellow)
- ☐ Tide Pool (shades of teal)
- ☐ Other - please list 2-3 colors here: _____

3. Photos:

- ☐ Stock SI&A Photos
- ☐ District Supplied Photos*

** SI&A may work with several of the District's school photos, supplied in digital format (such as a .jpeg or .gif file). The photos will run in color. If the pictures are of students, there must be a parental consent on file to use the photos in the SARC.*

4. District's SARC Contact:

Name: _____

Telephone: _____

E-mail: _____

Physical Address: _____

(address where your SARC package will be mailed)

5. Production Schedule and Deadlines:

- a. Following SI&A's receipt of the signed Agreement, SI&A's SARC Department shall contact District to discuss and finalize the Production Schedule, which shall establish deadlines, delivery dates, materials to be supplied by District and other items necessary to complete the SARC.
- b. Critical phases of the Production Schedule include the following:
 - i. Questionnaires to be completed by District and submitted to SI&A;
 - ii. SI&A's initial SARC draft sent for District's review;
 - iii. District's requested revisions of SARC provided to SI&A; and
 - iv. SARC is published and shipped.

6. Translation Services: If District has contracted for any translation services, these services require additional time to complete after all English SARCs are completed.

*If you have any questions, please call Sybil Pearson at (800) 487-9234.
The SARC Production Team looks forward to working with you!*

EXHIBIT C

PRICE QUOTES FOR SERVICES

ANNUAL SARC	# of Sites	Cost Per Site	Total Cost to District
SARC (English)	34	\$500	\$17,000
Spanish Translation	11	\$500	\$5,500
Translation Other than Spanish			
SARC Summary			
Translation Formatting			
Total			\$22,500

SCHOOL SITES

Bernardo Yorba Middle
Brookhaven Elementary
Bryant Ranch Elementary
Buena Vista Virtual Academy
Charles Wagner Elementary
Col. J. K. Tuffree Middle*
El Camino Real Continuation High*
El Dorado High
Esperanza High
Fairmont Elementary
George Key
Glenknoll Elementary
Glenview Elementary
Golden Elementary
John O. Tynes Elementary*
Kraemer Middle*
Lakeview Elementary
Linda Vista Elementary
Mabel M. Paine Elementary
Melrose Elementary*

Morse Avenue Elementary*
Parkview
Rio Vista Elementary*
Rose Drive Elementary
Ruby Drive Elementary*
Sierra Vista Elementary
Topaz Elementary*
Travis Ranch
Valadez Middle School Academy*
Valencia High*
Van Buren Elementary
Woodsboro Elementary
Yorba Linda High
Yorba Linda Middle
***Require Spanish Translation**

EXHIBIT D

PROCEDURES FOR COMPLIANCE WITH CALIFORNIA EDUCATION CODE SECTIONS 49073 ET SEQ. AND RELATED STATUTES

Statutory Provision	Procedure and/or Contractual Provision
<p>California Education Code § 49073.1(b)(1): “A local educational agency that enters into a contract with a third party for purposes of subdivision (a) shall ensure the contract contains all of the following: (1) A statement that pupil records continue to be the property of and under the control of the local educational agency.”</p>	<p>See Standard Terms and Conditions, Exhibit A to this Agreement, Section 8(a).</p>
<p>California Education Code § 49073.1(b)(2): “A local educational agency that enters into a contract with a third party for purposes of subdivision (a) shall ensure the contract contains all of the following: (2) Notwithstanding paragraph (1), a description of the means by which pupils may retain possession and control of their own pupil-generated content, if applicable, including options by which a pupil may transfer pupil-generated content to a personal account.”</p>	<p>The services and software provided under this Agreement do not include any pupil-generated content.</p>
<p>California Education Code § 49073.1(b)(3): “A local educational agency that enters into a contract with a third party for purposes of subdivision (a) shall ensure the contract contains all of the following: (3) A prohibition against the third party using any information in the pupil record for any purpose other than those required or specifically permitted by the contract.”</p>	<p>See Standard Terms and Conditions, Exhibit A to this Agreement, Section 8(b).</p>
<p>California Education Code § 49073.1(b)(4): “A local educational agency that enters into a contract with a third party for purposes of subdivision (a) shall ensure the contract contains all of the following: (4) A description of the procedures by which a parent, legal guardian, or eligible pupil may review personally identifiable information in the pupil's records and correct erroneous information.”</p>	<p>If a pupil or parent/guardian wants to review information and correct any erroneous information, the following process can occur:</p> <ol style="list-style-type: none"> 1. Parent, legal guardian, or eligible pupil may submit a request to District using the District's defined request procedures. 2. The District representative will update the information in their Student Information System which will systematically update reporting information.

Statutory Provision	Procedure and/or Contractual Provision
<p>California Education Code § 49073.1(b)(5): “A local educational agency that enters into a contract with a third party for purposes of subdivision (a) shall ensure the contract contains all of the following: (5) A description of the actions the third party will take, including the designation and training of responsible individuals, to ensure the security and confidentiality of pupil records. Compliance with this requirement shall not, in itself, absolve the third party of liability in the event of an unauthorized disclosure of pupil records.”</p>	<p>SI&A will:</p> <ol style="list-style-type: none"> a. Only allow database to database connectivity to ensure all student information is always maintained in an audited database format b. Conduct monthly reviews of user access to databases c. Conduct annual training on student data security for all SI&A employees. Training material is available to district upon request. d. Provide access for approved District users to all notification letters on secure SFTP site. e. Designate the Director of Technology as the responsible individual for maintaining the security of student data.
<p>California Education Code § 49073.1(b)(6): “A local educational agency that enters into a contract with a third party for purposes of subdivision (a) shall ensure the contract contains all of the following: (6) A description of the procedures for notifying the affected parent, legal guardian, or eligible pupil in the event of an unauthorized disclosure of the pupil's records.”</p>	<p>SI&A's notification to the District Day-to-Day contact individual noted in Exhibit C by the District in writing to SI&A will include the following components:</p> <ol style="list-style-type: none"> 1. Date of unauthorized disclosure 2. Description of disclosure 3. Description of root cause of the disclosure and what changes are being made to prevent future such issues.

Statutory Provision	Procedure and/or Contractual Provision
<p>California Education Code § 49073.1(b)(7): “A local educational agency that enters into a contract with a third party for purposes of subdivision (a) shall ensure the contract contains all of the following: (7) (A) A certification that a pupil's records shall not be retained or available to the third party upon completion of the terms of the contract and a description of how that certification will be enforced. (B) The requirements provided in subparagraph (A) shall not apply to pupil-generated content if the pupil chooses to establish or maintain an account with the third party for the purpose of storing that content pursuant to paragraph (2).”</p>	<p>An aggregated copy of the districts performance during the time of the contract will be maintained within a reporting database. This is for district comparison purposes and does not contain any student identifiable information.</p> <p>PROCEDURE:</p> <ol style="list-style-type: none"> 1. All current student data will be de-identified and a unique SIA student ID code will be assigned to each student. The code will not contain any identifiable information. This will be applied for current year and prior year information. 2. All backups with district information will be recalled and destroyed. 3. This procedure will be completed within 120 days from contract completion. 4. No outside vendor or individuals will participate in the process. 5. A certified letter will be mailed to the District with a list of all activities completed. 6. Enforcement of SI&A's certification that the above activities have been complete will be accomplished by audit reviews of the activities by the IT Manager.
<p>California Education Code § 49073.1(b)(8): “A local educational agency that enters into a contract with a third party for purposes of subdivision (a) shall ensure the contract contains all of the following: (8) A description of how the local educational agency and the third party will jointly ensure compliance with the federal Family Educational Rights and Privacy Act (20 U.S.C. Sec. 1232g).”</p>	<p>This Agreement establishes SI&A as a school official whose access to student data under this Agreement is in pursuit of SI&A's legitimate educational interests in performing the services set forth under this Agreement.</p> <p>This designation is in compliance with the Family Education Rights and Privacy Act (20 U.S.C. Sec. 1232g), specifically Section 1232g(b)(1)(A).</p>
<p>California Education Code § 49073.1(b)(9): “A local educational agency that enters into a contract with a third party for purposes of subdivision (a) shall ensure the contract contains all of the following: (9) A prohibition against the third party using personally identifiable information in pupil records to engage in targeted advertising.”</p>	<p>See Standard Terms and Conditions, Exhibit A to this Agreement, Section 8(e).</p>

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 4, 2024**

NOTICES OF COMPLETION

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

P.O. Number	Contractor	Project
T82C0954	Best Contracting	Bernardo Yorba Middle School Bid No. 219-11 Roof repairs on modular classrooms 708-711
T82C0955	Best Contracting	Bernardo Yorba Middle School Bid No. 219-11 Prepped roofs for repairs to modular classrooms 708 and 709
T82C0956	Best Contracting	Bryant Ranch Elementary School Bid No. 219-11 Maintenance & repairs to expansion joints in rooms 501-504
T82C0934	Best Contracting	Kraemer Middle School Bid No. 219-11 Roof restoration on kitchen
T82C0947	Best Contracting	Ruby Drive Elementary School Bid No. 219-11 Roof restoration on rooms 305 and 306
T82C0958	Best Contracting	Travis Ranch School Bid No. 219-11 Roof repairs on classroom 55
T82C0949	Best Contracting	Morse Elementary School Bid No. 219-11 Roof restoration on rooms 801-803
T82C0959	Best Contracting	Wagner Elementary School Bid No. 219-11 Roof repairs for preschool building
T82C0851	Dulux Painting	Buena Vista Virtual Academy Bid No. 222-06 Painting of bathroom building, fences, & planter walls

T82C0951	I & B Flooring, Inc.	Esperanza High School Bid No. 223-10 Demo old and install new concrete kitchen floor
T82C0983	Universal Asphalt	Topaz Elementary School Bid No. 224-04 Paving for shade structure

Administrator

Gary Stine, Assistant Superintendent, Administrative Services

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 4, 2024**

CONSULTANT SERVICES, REDEVELOPMENT AGENCY SERVICES

Background

Consultant services are needed to provide redevelopment agency consulting services. Public Economics, Inc. (PEI) provides services to the district, which include reviewing, analyzing, and reporting on the status of Redevelopment Agency (RDA) agreements and pass-through payments as well as legislative changes.

A consultant services agreement is required to engage the support and services of an outside consultant.

Financial Impact

Capital Facilities Agency Fund (2545) NTE \$30,000

Administrator

Gary Stine, Assistant Superintendent, Administrative Services

**Amendment 1 to
Agreement between Public Economics, Inc. and
Placentia-Yorba Linda Unified School District**

**Consulting Services Regarding
Former Redevelopment Agencies**

FY 2024-25

Term of Agreement

The Agreement became effective on July 1, 2023 and continues in effect through June 30, 2024, with an option to amend the Agreement to extend duration of same by up to three additional FYs. Amendment 1 extends the Term of Agreement through June 30, 2025.

Amended Scope of Work

Amendment 1 extends the Scope of Work to include performance of all relevant recurring tasks for FY 2024-25.

Amended Budget

Of the previous Budget of \$30,000 for FY 2023-24, \$18,894.45 remained unused as of May 21, 2024. Amendment 1 provides an Amended Budget of \$30,000 to cover the extended Scope of Work for FY 2024-25. Notwithstanding the Amended Budget of \$30,000, if the Amended Scope of Work can be completed for less \$30,000, District will be charged only for services provided.

Amended Hourly Billing Rates

As noted in Paragraph 4 of the Agreement, “hourly billing rates . . . are subject to potential increase effective July 1, 2024. For services provided to District alone, Amendment 1 increases hourly billing rates from the previous rates for FY 2021-22 to the following updated rates:

Principal	\$350
Consultant*	\$200 to 300
Research Assistant	\$145

* Depending on the experience and expertise of individual consultant

Some tasks may be performed for District in conjunction with Other Districts, and will be billed using reduced, multi-client rates roughly based relative benefits in the form of total Pass-Throughs received. While providing joint services to District and Other Districts results in an increase in total billings, cost sharing among many clients greatly reduces the cost to each individual client, including District

**Amendment 1 to
Agreement between Public Economics, Inc. and
Placentia-Yorba Linda Unified School District**

**Consulting Services Regarding
Former Redevelopment Agencies**

FY 2024-25

Other Terms of Agreement

All other terms of the Agreement remain the same, including:

*“ . . . the entire cost of services rendered under the Scope of Work can be paid from the facilities portion of Pass-Through payments (i.e., **without imposing any burden on District’s General Fund**), or with the approval of bond counsel, from the proceeds of potential additional COPs financings or refinancings secured or repaid by such payments.”*

IN WITNESS WHEREOF, the parties hereto have caused this Amendment 1 to be executed:

Dated: May 22, 2024

Public Economics, Inc.
EIN 33-0501261
2230 W. Chapman Ave.
Orange, California 92868-2316
714-647-6242
www.pub-econ.com

By: 

Dante Gumucio
Chief Executive Officer

Dated: _____

Placentia Unified School District

By: _____

Its: _____

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 4, 2024**

CONSULTANT SERVICES, PROJECT MANAGEMENT AND PLANNING SERVICES

Background

Consultant services are needed to provide project management and planning services at various stages of projects. Schoolhaus Advisors, Inc. will provide consultant services from inception and funding through completion of construction, occupancy, and closeout.

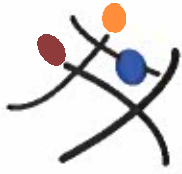
A consultant services agreement is required to engage the support and services of an outside consultant.

Financial Impact

Capital Facilities Fund (2525)	NTE \$ 30,000
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Administrator

Gary Stine, Assistant Superintendent, Administrative Services



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

Proposal For: Project Management and Planning Services

Attention: Ralph Figueroa
Director – Facilities, Maintenance, Construction

Date: May 10, 2024



3441 Newridge Drive
Rancho Palos Verdes, CA 90275
o-714-532-1352

May 10, 2024

Ralph Figueroa
Director – Facilities, Maintenance, Construction
Placentia-Yorba Linda Unified School District
1301 E. Orangethorpe Avenue
Placentia, CA 92870

Re: Proposal for Project Management and Planning Services
ITEM A COVER LETTER

Dear Ralph,

I am very pleased at the opportunity to serve you and your new District. As you know, I have spent over 35 years working exclusively with Public School Districts in Southern California. The first 20 years of my career were spent leading an architectural firm. I formed Schoolhaus Advisors in 2009 to provide much needed “hands on” planning and project management services, exclusively to Orange County Public School clients.

My team is small, with only 4 staff members. However, the whole is greater than the sum of the parts in our ability to exceed our client’s expectations in a timely and cost effective manner. We do this partially by keeping things very simple administratively.

We have no website, no marketing plan or staff. We work for long term loyal clients, and seek new business only through word of mouth referrals. As such, we don’t aim to win jobs on the graphic quality of our proposals. We hope to get work based on the satisfaction of our customers.

I am proud of the varied scope of projects we have successfully completed with many Orange county Districts. I think we are a very unique firm in that we can provide planning and support services at every stage of a project. I, along with Jennifer Liang as your primary Sr. Project manager, will dedicate our attention to the important projects PYLUSD plans to undertake.

Proposal for Project Management and Planning Services
ITEM A COVER LETTER

Let me know if I can answer any questions you may have about our proposal or services. I'd love to chat with you to discover how we can become a successful part of your facilities team.

Sincerely,



Lynne Pentecost
CEO, Architect
Schoolhaus Advisors, Inc.

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C.1 Experience

Schoolhaus has exclusively served Orange County Public School Districts since 2009. All the firm's clients are long term, repeat customers. Schoolhaus has successfully managed large and small facilities programs and projects from inception and funding, through completion of construction, occupancy, and closeout.

An idea of the varied level of tasks we have provided to our key clients follows:

A. Orange County Superintendent of Schools: Supporting 28 school districts serving more than 600 schools, and 475,000 students.

Project Management, Planning, and Procurement Services: 2019-Present

Key Projects:

- Harbor Learning Center North: \$11.5M Construction Cost, 2020-2022.
- Esplanade Building 3 Interior Office Remodel: \$1.1M Construction Cost, 2020.
- Kalmus Window Replacement: \$1M Construction Cost, 2020
- Kalmus and Redhill Restroom Remodel: \$1.35M Construction Cost, 2020-2021.
- District-Wide ADA and Paving Improvements: \$760K Construction Cost, 2022-2023.
- Kalmus, Redhill, and Esplanade Space Planning and Furniture Needs Assessment and Procurement Assistance: Budget \$5M, Project on-going since 2019.
- Kalmus Tenant Improvements: Buildings A & B: \$4M Construction Cost
- Kalmus A-D Roofing: \$2.7M Construction Cost

Approach and Performance: Services have been on an "on-call basis." The team's background in architecture and design, relationships in the industry, and long term construction experience have allowed us to support and supplement staff at every phase of these projects, not just during the construction period. Knowledge of codes and DSA procedures have added streamlining and efficiency to many of these jobs.

The biggest benefit of Schoolhaus' services in OCDE has come from the ability to quickly develop space planning studies that facilitate programming and decision making before bringing architects in for more technical work.

**B. Cypress School District, Enrollment: 6 Elementary Schools
Measure M Bond and Local Funds
Program Management Services: 2009-Present**

Overall Program Budget: \$120 Million including GOB, State, E-Rate, CARES, and CSD funds.

C.1 Experience

Key Projects:

- Modernization of 5 elementaries, and partial modernization of a 6th site
- Consolidation of schools due to closure of 3 campuses
- New Central Kitchen Construction
- Interim Housing campus set-up
- New construction at 5 campuses
- Modular Construction for Class Size Reduction at 6 sites
- Facilities Master Plans 2008 and 2014, and assistance with annual updates.
- Modular Construction for STEM and Music Academies at 5 sites
- New District Office Conversion of Commercial Building
- Conversion of closed school site to MOTT campus

Approach and Performance:

Work in this program was completed via a combination of Lease Leaseback and public bid formats. All projects were on time and on budget. Individual project budgets grew during the program, but unused overhead/soft costs were transferred to construction budgets to get more for the end users. There have been no positive change orders on any projects in this program, that were not associated with District requested scope increases.

As the District's Bond funds have been exhausted, they have continued to pursue projects funded by sale of site monies, and other sources to expand the overall facilities program.

C. Savanna School District, Enrollment: 4 Elementary Schools Measures N & G Bonds and Local Funds Program Management Services: 2009-Present

Overall Program Budget: \$100 Million, including GOB, State, E-Rate, CARES, grant, and SSD funds

Key Projects:

- Modernization of 4 Elementaries.
- Construction of a Modular Central Kitchen Facility
- Interim Housing campus set-up
- Major Renovation and Expansion of the Main District Office
- Various portable classroom expansion projects
- Construction of Lunch Shelters and Outdoor Learning Centers district-wide.
- New MOT Building
- Playground renovations district-wide.

C.1 Experience

Approach and Performance:

Work in this program was done primarily in a Lease Leaseback or unit price public bid format. As the District prioritized its needs, it realized that funding from Measure N alone would not allow the projects to meet the community's expectations. Therefore, all project budgets were dramatically increased as a 2nd bond, Measure G, was passed. In spite of major scope increases, all projects were completed on time on the original schedules, within the District's expanded budgets.

There have only been two change orders in this entire program. Both occurred on the Holder Modernization project, which had an initial contract cost of \$10,427,478. Both were to add major Owner requested scope increases to the construction contract while work was underway. The first (for \$469,271.66) added a whole new portable kindergarten building to the scope. The second (for \$71,491.02) added miscellaneous finishes and fixtures to the base modernization scope. In spite of these increases, work was still completed within the original contract schedule, so no extended overhead was added to the project cost.

D. Centralia School District, Enrollment: 8 Elementary Schools Measure N Bonds and Local Funds Program Management Services: 2016-Present.

Overall Program Budget: \$85 Million. Including GOB, State, E-Rate, CARES, ESSER, and grant and CESD funds.

Key Projects:

- Modernization/Expansion of 8 elementary main admin offices
- Modernization/Expansion of the a Central Kitchen Facility
- Twenty First Century Classroom Upgrades district-wide
- Innovation Labs district-wide
- Lunch Shelters at 4 campuses
- District-Wide maintenance projects including: CCTV, Irrigation, Windows, clocks, Painting, re-keying, roofing, lighting, HVAC, and playground equipment
- Modular and Permanent Campus expansion Projects for Daycare, TK support, and enrollment shifts
- New District Office Building (Occupied 2024)

C.1 Experience

Approach and Performance:

Work in this program was done primarily in a public bid, Lease Leaseback or unit price public bid format. All projects have been on time and on budget. This fact demonstrates the firm's prowess in all aspects of project and program management. Individual project budgets grew during the program, but unused overhead/soft costs (from program efficiencies) were transferred to construction budgets to get more for the end users. There have been no positive change orders on any projects in this program, that were not associated with District requested scope increases.

C.2 References

Orange County Department of Education: Current Client since 2019

200 Kalmus Drive
P.O. Box 9050
Costa Mesa, CA 92626-9050

Contacts: Pat McCaughey, Director, Business Operations
E: PMcCaughey@ocde.us | P: 714/966-4085

David Giordano, Associate Superintendent, Administrative Services.
E: Dgiordano@ocde.us | P: 714/966-4447

Cypress School District: Current Client since 2009

5816 Corporate Avenue, Suite 100
Cypress, CA 90630

Contacts: Dr. Tim McLellan, Assistant Superintendent of Business Services
E: tmclellan@cypsd.k12.ca.us | P: 714/220-6941

Teresa Lennox, Director of Maintenance/Operations, Transportation and
Technology
E: tlennox@cypsd.k12.ca.us | P: 714/220-6951

Savanna School District: Current client since 2009

1330 S. Knott Avenue
Anaheim, CA 92804

Contacts: Dr. Sue Johnson, Superintendent
E: sue.johnson@savsd.org | P: 714/236-3805

Jim Harris, Director of Maintenance, Operations, & Transportation
E: jim.harris@savsd.org | P: 714/236-3826

Centralia School District: Current Client since 2016

6625 La Palma Avenue
Buena Park, CA 90620

Contact: Jim Evans
Director-Maintenance, Operations, Transportation & Facilities
E: jim_evans@cesd.us | T: 714/228-3140

D. Qualifications and Related Experience

The telling factor in Schoolhaus' resume is length of service to on-going clients, two of which hired the firm when founded in 2009. These types of long term relationships are not an accident. They are a result of the hallmarks of the firm's philosophy; including:

- Team Building and Team Work.
- Efficiency, leading to best value for services.
- Treating the public's money "like our own" as stewards of project budgets to get the most impact.
- Caring about the end game, which is the education of kids.
- Energy and intensity to "drive" projects to completion within defined schedules and budgets.

Schoolhaus has over 35 years experience working with the Division of the State Architect (DSA) and the Office of Public School Construction (OPSC.) Through our team's efforts, Cypress has received over \$9M, Savanna has received over \$8M, and Centralia has received over \$9M in State Modernization program matching funds.

To successfully manage our clients programs, we have provided a wide range of services, including but not limited to:

- Space Planning
- Feasibility Studies
- Procurement and management of financial, underwriting, and legal consultants, for bond sale planning and execution.
- Procurement and management of consulting team, including legal team, architects, inspectors, testing labs, environmental consultants, etc.
- Development and execution of construction procurement methodology including use of: Lease Leaseback, unit price bidding, piggyback bidding, competitive bids and quotes, and CMAS contracting.
- Development and management of master budgets, schedules, funding plans, etc.
- Development and maintenance of district plan archives and facilities website items.
- Development of construction/material standards.
- Facilitation of Committees to develop design, furniture, and technology standards.

D. Qualifications and Related Experience

- Procurement services including developing or assisting with the development of RFPs, RFQs, construction bid packages, contracts, Board Items, etc.
- Coordination of all consultants, contractors, and vendors including processing of all payments, through Notices of Completion, closeouts, etc.
- District Liaison for DSA, OPSC, etc.
- Procurement of all furniture, fixtures, equipment, and many instructional technology software and systems.
- Assistance with E-Rate procurement and applications.
- Assistance with Proposition 39 and CARES funding and implementation.
- Procurement, set up, day to day management, data entry, and reporting for COLBI facilities accounting software. This includes services through submittal of the 50-06 forms and OPSC closure audits.
- Construction Oversight Committee (COC) reporting, including meetings, tours, financial statements, audits, annual reports, etc.

D.1 Staffing Resources

The project team will be led by Lynne Pentecost, who will direct other personnel as needed to support the program. Jennifer Liang will be the primary day-to-day contact for any PYLUSD projects. A brief version of Lynne and Jennifer's resumes follow:

A. Lynne Pentecost:

Lynne is the CEO and founder of Schoolhaus Advisors, Inc. She has a long history of leadership in the school facilities business with over 35 years of experience. Lynne's breadth of knowledge and experience, open and honest communication style, and focus on value and efficiency have made her a key part of many Districts' facilities programs. Lynne is much more than an architect. She is a planner, advisor, and manager that focuses on team work, efficiency, and performance to develop long term relationships.

LICENSING: Architect, California C21537, 1990
LEED® Accredited Professional, 2008

EDUCATION: Bachelor of Architecture, California Polytechnic State University, San Luis Obispo, 1987

BUSINESS AFFILIATIONS:

- Schoolhaus Advisors Inc., 2009-Present-CEO
- Lionakis Architects, 2007-2008-Principal
- MPAG, Merrick Planning & Architecture Group, 1993-2007-CEO
- MPAG, McRae Planning & Architecture Group, 1990-1993-CEO
- Ralph Allen & Partners, 1985-1990-Partner

KEY SCHOOLHAUS ADVISORS PROJECTS: All projects listed in Section C1 Experience.

EXPERIENCE HIGHLIGHTS AS A PUBLIC SCHOOL ARCHITECT

Anaheim Union High School District: 16 year relationship (1991-2007), Architect.

Key Projects:

Kennedy High School | Expansion and Renovation
South Junior High School | Expansion and Renovation

Anaheim City School District: 16 year relationship (1992-2008), District's Master Architect, Planner, and Advisor.

Key Projects:

Mann Elementary School Replacement | New Construction Joint Project with OCDE
Ponderosa Elementary School | New Construction Joint Project with City of Anaheim
Revere Elementary School | Expansion and Reconstruction

Technology Information Services Offices/Studio | Reconstruction
Westmont Elementary | New Construction

Saddleback Valley Unified School District: 10 year relationship (1998-2008), Architect.

Key Projects:

El Toro High School | Modernization and Expansion

Laguna Hills High School | Expansion and Modernization

Laguna Hills High School | New Stadium

We expect to work with (and for) the District's in-house staff as appropriate, to get the job done as efficiently as possible. Our experience in other Districts shows that we can perform tasks on behalf of the District, or with the District as best befits the client's needs at each stage of the program.

D.1 Staffing Resources

B. Jennifer Liang:

Jennifer is a Senior Project Manager at Schoolhaus Advisors, Inc. She has the unique experience of having professional architectural experience as well as being an educator. Her professional experience has been mainly at institutional firms; making her very familiar with the ins and outs of school projects, DSA, and construction management. Her educational experience included teaching over a span of 10 years at the college level; primarily with instruction in interior and architectural design.

As part of the Schoolhaus team, Jennifer wears many hats that draw from both types of experiences ranging from reviewing construction drawings and developing District Standards to space planning and furniture acquisition. Jennifer's can-do attitude, problem solving, and organizational skills are brought to each project to make them run smoothly and efficiently.

EDUCATION:

- Master of Science of Advanced Architectural Design, Columbia University, New York, 2003
- Bachelor of Architecture, California Polytechnic State University, Pomona, 2001

BUSINESS AFFILIATIONS:

- Schoolhaus Advisors Inc., 2016-Present – Senior Project Manager
- GBA, Ghataode Bannon Architects, 2013-2015 – Project Manager
- Art Institute of Orange County 2006-2012 – Full-time Faculty
- FIDM, Fashion Institute of Design and Merchandising 2005-2006 – Adjunct Instructor
- Westwood College, 2004-2005 – Full Time Instructor
- KTG Group Inc., 2004-2005 – Production Team Member
- MPAG, Merrick Planning & Architecture Group, 2001-2002 and 2003-2004 – Production Team Member

KEY SCHOOLHAUS ADVISORS PROJECTS:

Orange County Department of Education: (2019-Present), Senior Project Manager

Key Projects:

Harbor Learning Center North
Esplanade Building 3 | Interior Office Remodel
Kalmus Window Replacement
Kalmus and Redhill | Restroom Remodel
ADA Improvements | District-Wide
Kalmus Redhill and Esplanade | Space Planning and Furniture Needs
Assessment and Procurement Assistance
Special Program Space Planning Studies Throughout O.C.

Centralia Elementary School District 8-year relationship (2016-Present), Senior Project Manager.

Key Projects:

Modernization/Expansion | 8 elementary main admin offices

Modernization/Expansion | Central Kitchen Facility

Twenty First Century Classroom Upgrades | District-Wide

Innovation Labs | District-Wide

Lunch Shelters | 4 campuses

District-Wide maintenance projects | CCTV, Irrigation, Windows, clocks,

Painting, re-keying, roofing, lighting, HVAC, and playground equipment

Modular and Permanent Campus expansion Projects | Daycare, TK support, and enrollment shifts

New District Office Building (Occupied 2024)

E. Capacity and Methodology

Schoolhaus has extensive experience managing large and small public school projects. As a licensed, experienced school architect, Lynne knows the role the architects, engineers, inspectors and contractors should have with the Division of the State Architect and other public agencies. This allows Schoolhaus to make sure every team player does THEIR job to make projects run smoothly.

Although we are a small firm, our select loyal client base allows us to manage our work load to meet all deadlines and expectations. Often we are able to help a client accelerate project schedules by performing design, planning and feasibility studies before an architect is brought in to prepare bidding and construction documents. A great example of this is on the many Orange County Department of Education projects to update the office spaces. Many of these areas have been updated without needing to hire an architect which has resulted in significant cost and time savings.

Schoolhaus' unique skillset allows us to tackle a variety of tasks that are not common to most project or construction management firms. Examples of these services follow:

- Attend/Facilitate meetings with user groups to establish needs and priorities.
- Prepare feasibility studies.
- Meet with project team members to develop project scope, budgets, and schedules.
- Review archive plan documents, and verify field conditions to develop project constraints and best value scope options.
- Pre-Architectural planning and design services, including providing schematic drawing options.
- Assist with procurement and management of architectural and engineering consultants. Review and coordination of consultant's plans and specifications.
- Assistance with developing and communicating the client's material and specifications standards.
- Coordination of furniture procurement process, including budgeting, obtaining competitive quotes from multiple vendors, and reviews for accuracy and completeness.
- Maintenance of project schedules.
- Review of cost estimates.
- Assist with the development of front-end bidding documents and bidding/project schedules.
- Bidder recruitment.
- Assistance with procurement and management of contractors, inspectors, and testing companies during the building and closeout phases of work.

- Management during construction including leading meetings, issuing minutes to document project status and action items, processing invoices, managing quality control, and project closeout.
- Assistance with planning and procurement of interim housing.

This is a small example of what Schoolhaus has previously done previously. By dedicating our “hands on” team to your projects for the long term, we have a “can do” attitude that allows us to accomplish anything together.

F. Fee Schedule

Schoolhaus (SAI) works exclusively on an hourly basis, plus a 10% mark up for any approved reimbursable expenses.

The current hourly fee schedule (for all clients) follows:

1. CEO, Lynne Pentecost	\$330.00
2. Sr. Program Manager, Teresa Lennox	\$200.00
3. Sr. Project Manager, Jennifer Liang	\$190.00
4. Project Manager, Cindy Leighton	\$165.00
5. Clerical/Intern	\$105.00

These rates are subject to review on an annual basis. Any proposed increases, to be agreed upon by both parties would not exceed the percentage change for the Consumer Price Index (CPI-U) for the Los Angeles-Anaheim-Riverside area for the 12 month period prior to the contract renewal period.

Additionally, Schoolhaus has collected an excellent group of allied professionals as part of our team over many years of service in this field. We are able to bring inspectors, schedulers, soils engineers, contractors, etc. to any project needed to support unique work scope. These individuals or companies can be procured as a reimbursable expense under the umbrella of our contract, or we can coordinate direct contracts with the Superintendent's office.

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 4, 2024**

CONSULTANT SERVICES, SCHOOL FACILITY PLANNING AND FINANCING

Background

Consultant services are needed to provide the district with school facility planning and financing. School Facility Consultants (SFC) assists with eligibility reviews for funding and potential future projects for modernization and updates for the State School Building Program funding. The company acts as the liaison between the California Department of Education (CDE) and the Office of Public-School Construction (OPSC). SFC assists the district in maximizing new construction and modernization funding as well as any additional capital facility funding available from the State School Building Program.

A consultant services agreement is required to engage the support and services of an outside consultant.

Financial Impact

Capital Facilities Fund (2525)	NTE \$20,000
Capital Facilities Agency Fund (2545)	

Administrator

Gary Stine, Assistant Superintendent, Administrative Services

May 10, 2024

Mr. Gary Stine
Assistant Superintendent, Administrative Services
Placentia-Yorba Linda Unified School District
1301 E. Orangethorpe Avenue
Placentia, CA 92870

Subject: Proposed Contract Renewal

Dear Mr. Stine:

It appears our Contract for Services between Placentia-Yorba Linda Unified School District (District) and School Facility Consultants (SFC) will expire on June 30, 2024. Our agreement provided consulting services for eligibility reviews and updates for the State School Building Program Funding.

Over the past several years SFC has provided the District with technical assistance for all stages of multiple State Funding programs. SFC continues to work toward maximizing funding opportunities and pursuing funding applications on behalf of the District utilizing a variety of School Facility Programs, as well as updating and generating additional modernization and new construction eligibility.

Currently, SFC is assisting the District in reviewing eligibility for funding and potential future projects for modernization and new construction.

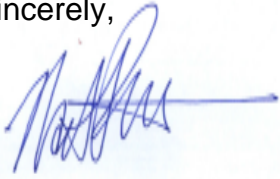
I propose SFC bill on a time and materials basis at the hourly rate schedule not to exceed \$18,000 without prior District approval. SFC will bill the District in increments of 15 minutes, and invoice on a monthly basis. If it becomes necessary for a Consultant from SFC to visit the District, the District will pay for travel time at the hourly rate schedule. The District will also reimburse SFC for all necessary and pre-approved travel expenses.

Hourly Rate Schedule

Principal	\$260 per hour
Director	\$225 per hour
Senior Consultant	\$220 per hour
Consultant	\$195 per hour
Research Analyst	\$165 per hour
Administrative Support	\$100 per hour

We look forward to continuing SFC's relationship with you and the Placentia-Yorba Linda Unified School District. Please call me with any questions or concerns regarding the proposed services.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Matthew A. Pettler', with a long horizontal flourish extending to the right.

Matthew A. Pettler
Vice President

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 4, 2024**

ARCHITECTURAL SERVICES, AMENDMENT NO. 2, WAGNER ELEMENTARY SCHOOL

Background

On June 20, 2023, the Board approved an architectural design services agreement with Studio Plus Architecture Corp. for the Expanded Learning Program at Wagner Elementary School. The original contract end date was approved through June 30, 2024. The architectural services agreement for this project will need to be extended through December 31, 2024.

In order to proceed with the project and process payment for this service, an amendment to the architectural services agreement is required to extend the contract end date to December 31, 2024. The scope of work and proposed fee has been reviewed by the Maintenance and Facilities Department staff and has been found to be appropriate for the work defined.

Financial Impact

No fiscal impact

Administrator

Gary Stine, Assistant Superintendent, Administrative Services

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 4, 2024**

INSPECTION SERVICES, DIVISION OF STATE ARCHITECT

Background

Inspection services are needed to provide continuous inspection of work for compliance with the Division of State Architect (DSA) requirements. AW Industries will provide DSA inspection services for the installation of field lighting on the synthetic field at El Dorado High School.

In order to advance the above project, an inspection services agreement is required to engage the support and services of an outside consultant.

Financial Impact

School Facilities Fund (3539)	NTE \$21,000
Special Reserve Fund (4040)	

Administrator

Gary Stine, Assistant Superintendent, Administrative Services



P.O. #	DATE
W.O. #	
AUTH. BY	

5/1/24
134299
[Signature]

PROPOSAL FOR PROJECT INSPECTION

SCHOOL DISTRICT: Placentia Yorba Linda Unified School District

INSPECTORS: DSA IOR

PROJECT: El Dorado HS Musco Light Project #04-122911

DURATION: June 2024 – August 2024

RATE: Lump Sum

TOTAL ESTIMATE: This project will billed at lump sum price \$21,000.00

PROJECT INSPECTOR AGENCY AGREEMENT AND CONTRACT DUTIES:

1. AW Industries, agrees to provide for continuous inspection of work for compliance with approved contract documents. Project Inspector duties as outlined in Title 24, Part 1, Chapter 4, Sections 4-333 thru 4-342 California Code of Regulations, including DSA Interpretive Regulations A-6, A-7, A-8, and as incorporated in the following paragraphs.
2. Represent the District under the guidance of the designee of the District Representative. Attend all planning, pre-construction conference, project meetings, or meetings as required by the District.
3. Monitor and observe all Special Inspections performed by the Districts contracted Testing Lab as required by the Testing and Inspections Sheet and as outlined in the Project Specifications. AW Industries shall assist in minimizing unnecessary costs for testing where possible.
4. The District & the Inspector, AW Industries shall each defend and hold harmless each other against any losses, liabilities, damages, injuries, claims, costs, or expenses arising out of, or connected with the provisions of this agreement and the contract documents.
5. The Agreement shall begin upon written notice by a representative of the District and remain in effect continuously until project closeout, unless terminated in writing. Contract is intended to be an agency agreement and may be terminated in 15 days by either party with or without cause. This Agency Agreement shall be assignable to other schools within the District, and shall apply to other Inspectors



as requested and approved by the District. The District shall not employ, contract, or engage in business or mutually beneficial relationships with Inspectors introduced to the District thru AW Industries, for a period of two (2) years after the dissolution of any contracts thru AW Industries, unless permission is granted prior to such relationships.

6. AW Industries, shall maintain in effect a 1 million dollar General and Professional Liability insurance policy. District requests for additional insurances shall be paid additionally by the District at current market rates.
7. PYLUSD School District agrees to pay AW Industries the cost of project services billed at the rate as outlined in the fee schedule within 30 working days of receipt of invoice. A finance charge of 5% may be added to past due invoices. The District shall provide all utility lines, office space and furniture per the project specifications. AW Industries shall provide to the District at the end of the project all project documentation in a professional format.
8. District shall be billed a (4) hour minimum per show up and (8) hours per day. With Regular hourly rates are charged during normal weekday construction hours. Overtime rates at 1.5 times the regular rates will be charged for work performed outside normal construction hours and all day Saturdays. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day or on Sundays and holidays. When an IOR is on vacation or unable to be at the project for reasons beyond his reasonable control, a Project Engineer will be assigned to oversee the project, and shall be responsible for the accurate reporting of all activities to the Inspector of Record. Hours billed for inspection services shall include only hours worked in support of the project. IOR may work as many projects as reasonable during the eight-hour billing increment. Other billing arrangements may be as agreed in writing by the District when projects exceed construction time lines / schedules. A annual rate increase of 5% will be added every 12 months to the base hourly rate.
9. Administration services for preparation and submittal of monthly reports, paperwork, safety / job orientation, office management, project coordination and other job related clerical task may be billed in (2) hour increments per week.

Adam Watson 04/29/2024

Adam Watson – AW Industries

Representative – PYLUSD Unified School District

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 4, 2024**

BID NO. 224-17, EL DORADO HIGH SCHOOL FIELD LIGHTING PROJECT

Background

The District advertised and received one bid for the installation of field lighting on the synthetic field at El Dorado High School with Ace Electric being the lowest responsive and responsible bidder.

In order to proceed with the project identified above, a formal contract is required with licensed, bonded, and insured contractors who have participated in a formal bidding process as provided in the California Public Contracts Code. The contractor listed below has met all the standards, and all bid documents have been reviewed by the Maintenance and Facilities and Purchasing Departments and found to be acceptable. The bid amounts have been determined to be within the established budget.

Financial Impact

School Facilities Fund (3539)	NTE \$878,500
Special Reserve Fund (4040)	

Administrator

Gary Stine, Assistant Superintendent, Administrative Services

AGREEMENT

THIS AGREEMENT, entered into this 5th day of June, 2024 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 **Ace Electric, Incorporated**, hereinafter called the "Contractor".

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

ARTICLE 1 - 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 224-17, Installation of Field Lighting at El Dorado High School, 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 Owner may give notice to proceed within ninety (90) days of the award of the bid by the Owner. Once the Contractor has received a notice to proceed, the Contractor shall reach Substantial Completion (See Article 1.1.46) of the Work within (109) calendar days from June 10, 2024 through September 27, 2024, from receipt of the Notice to Proceed. This shall be called Contract Time. (See Article 8.1.1). It is expressly understood that time is of the essence.

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.

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 One Thousand Dollars (\$1,000.00) 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 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 Contract Documents, the sum of **EIGHT HUNDRED SEVENTY EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$878,500.00)**, 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 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 B 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.

Placentia-Yorba Linda Unified School District

Ace Electric, Incorporated

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
June 4, 2024**

CALIFORNIA (DGS) CONTRACT NO. 4-22-06-1021, PLAYGROUND AND OUTDOOR EQUIPMENT

Background

The State of California, Department of General Services (DGS) Procurement Division annually bids the acquisition of goods and services. Contract No. 4-22-06-1021 was approved for the purchase and warranty of playground and outdoor equipment, valid through February 17, 2025.

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

District staff has reviewed the contract and deemed it a cost-efficient means of procurement. The current amount for authorization is for the period of July 1, 2024 through February 17, 2025.

Financial Impact

General Fund (0101)-Routine Restricted Maintenance NTE \$600,000
General Fund (0101)-ELOP
Deferred Maintenance Fund (1414)
Capital Facilities Fund (2525)
Capital Facilities Agency Fund (2545)

Administrator

Gary Stine, Assistant Superintendent, Administrative Services

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 4, 2024**

UNIT BID NO. 222-01, PLUMBING SERVICES

Background

On April 5, 2022, the Board of Education awarded Unit Bid No. 220-06 for plumbing services to Ironwood Plumbing, Inc. and Pacific Plumbing Company. The initial contract term was for one year after the award of bid and could be extended for four additional one-year periods in accordance with provisions contained in Education Code Section 17596, not to exceed a total of five years. This renewal will exercise the second one-year period allowed for extension from July 1, 2024 to June 30, 2025. All other terms and conditions remain the same.

Renewal of Unit Bid No. 222-01 for plumbing services will enable the district to respond to various plumbing needs throughout the district in a timely manner and ensure compliance with legal bid mandates.

Financial Impact

General Fund (0101)-Routine Restricted Maintenance NTE \$985,000
General Fund (0101)-ELOP
Deferred Maintenance Fund (1414)
Capital Facilities Fund (2525)
School Facilities Fund (3539)
Capital Facilities Agency Fund (2545)

Administrator

Gary Stine, Assistant Superintendent, Administrative Services

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 4, 2024**

UNIT BID NO. 222-06, PAINTING SERVICES

Background

On May 17, 2022, the Board of Education awarded Unit Bid No. 222-06 for painting services to Dulux Painting, Inc. and New Dimension General Construction, Inc. The initial contract term was for one year after the award of bid and could be extended for four additional one-year periods in accordance with provisions contained in Education Code Section 17596, not to exceed a total of five years. This renewal will exercise the second one-year period allowed for extension through June 30, 2025. All other terms and conditions remain the same.

Renewal of Unit Bid No. 222-06 for painting services will enable the district to respond to various painting needs throughout the district in a timely manner and ensure compliance with legal bid mandates.

Financial Impact

General Fund (0101)-Routine Restricted Maintenance NTE \$275,000
Deferred Maintenance Fund (1414)
Capital Facilities Fund (2525)
School Facilities Fund (3539)
Capital Facilities Agency Fund (2545)

Administrator

Gary Stine, Assistant Superintendent, Administrative Services

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 4, 2024**

BID NO. 21-32, PAINT AND RELATED MATERIALS AND SUPPLIES

Background

San Bernardino City Unified School District awarded Bid No. 21-32 to Vista Paint Corporation and Sherwin-Williams Company on August 2, 2022 for the purchase of paint and related materials and supplies. The bid expires on August 2, 2025 with the option to cancel annually. The contract allows other public entities to purchase the same items at the same unit price(s) subject to the same terms and conditions pursuant to Section 20118 of the Public Contract Code.

The Purchasing Department staff reviewed Bid No. 21-32 and found it to be an appropriate piggyback bid to utilize for the purchase of paint and related materials and supplies.

Financial Impact

General Fund (0101) - Routine Restricted Maintenance NTE \$300,000
Deferred Maintenance Fund (1414)
School Facilities Fund (3539)

Administrator

Gary Stine, Assistant Superintendent, Administrative Services

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 4, 2024**

UNIT BID NO. 223-06, GENERAL CONTRACTOR SERVICES

Background

On April 11, 2023, the Board of Education awarded Unit Bid No 223-06 for general construction services to New Dimension General Construction and Easterday Construction, Inc. The initial contract term was for one year after the award of bid and could be extended for four additional one-year periods in accordance with provisions contained in Education Code Section 17596, not to exceed a total of five years. Consideration will be given at each renewal period for increases in prevailing wage rates and the Consumer Price Index, upon written request by the contractor. This renewal will exercise the first one-year period allowed for extension from July 1, 2024 to June 30, 2025. All other terms and conditions remain the same.

Renewal of Unit Bid No. 223-06 for general contractor services will enable the district to respond to various general contractor needs throughout the district in a timely manner and ensure compliance with legal bid mandates.

Financial Impact

General Fund (0101)– Routine Restricted Maintenance NTE \$925,000
Deferred Maintenance Fund (1414)
Capital Facilities Fund (2525)
School Facilities Fund (3539)
Capital Facilities Agency Fund (2545)

Administrator

Gary Stine, Assistant Superintendent, Administrative Services

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 4, 2024**

UNIT BID NO. 223-10, FLOORING INSTALLATION SERVICES

Background

On April 11, 2023, the Board of Education awarded Unit Bid No 223-10 for flooring installation services to I&B Flooring and Signature Flooring, Inc. The initial contract term was for one year after the award of bid, and could be extended for four additional one-year periods in accordance with provisions contained in Education Code Section 17596, not to exceed a total of five years. Consideration will be given at each renewal period for increases in prevailing wage rates and the Consumer Price Index, upon written request by the contractor. This renewal will exercise the first one-year period allowed for extension from July 1, 2024 to June 30, 2025. All other terms and conditions remain the same.

Renewal of Unit Bid No. 223-10 for flooring installation services will enable the district to respond to various flooring installation needs throughout the district in a timely manner and ensure compliance with legal bid mandates.

Financial Impact [Funding]

General Fund (0101)-Routine Restricted Maintenance NTE \$750,000

General Fund (0101)-ELOP

Deferred Maintenance Fund (1414)

Capital Facilities Fund (2525)

Capital Facilities Agency Fund (2545)

School Facilities Fund (3539)

Administrator

Gary Stine, Assistant Superintendent, Administrative Services

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 4, 2024**

UNIT BID NO. 223-11, FENCING SERVICES

Background

On April 11, 2023, the Board of Education awarded Unit Bid No 223-11 for fencing services on a unit cost basis and an hourly rate cost for labor and materials when appropriate to JM Justus Fence Company and Econo Fence, Inc. The initial contract term was for one year after the award of bid and could be extended for four additional one-year periods in accordance with provisions contained in Education Code Section 17596, not to exceed a total of five years. Consideration will be given at each renewal period for increases in prevailing wage rates and the Consumer Price Index, upon written request by the contractor. This renewal will exercise the first one-year period allowed for extension from July 1, 2024 to June 30, 2025. All other terms and conditions remain the same.

Renewal of Unit Bid No. 223-11 for fencing services will enable the district to respond to various fencing needs throughout the district and ensure compliance with legal bid mandates.

Financial Impact

General Fund (0101)-Routine Restricted Maintenance NTE \$650,000
General Fund (0101)-ELOP
Deferred Maintenance Fund (1414)
Capital Facilities Fund (2525)
Capital Facilities Agency Fund (2545)
School Facilities Fund (3539)

Administrator

Gary Stine, Assistant Superintendent, Administrative Services

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 4, 2024**

UNIT BID NO. 223-12, TREE TRIMMING, REMOVAL, AND INVENTORY SERVICES

Background

On April 11, 2023, the Board of Education awarded Unit Bid No 223-12 for tree trimming, removal, and inventory services on a unit cost basis and an hourly rate cost for labor and material when appropriate to West Coast Arborists. The bid is utilized for various tree trimming, removal, and inventory service needs throughout the district. The initial contract term was for one year after the award of bid and could be extended for four additional one-year periods in accordance with provisions contained in Education Code Section 17596, not to exceed a total of five years. Consideration will be given at each renewal period for increases in prevailing wage rates and the Consumer Price Index, upon written request by the contractor. This renewal will exercise the first one-year period allowed for extension from July 1, 2024 to June 30, 2025. All other terms and conditions remain the same.

Renewal of Unit Bid No. 223-12 for tree trimming, removal, and inventory services will enable the district to respond to various tree trimming, removal and inventory services needs throughout the district in a timely manner and ensure compliance with legal bid mandates.

Financial Impact

General Fund (0101)-Routine Restricted Maintenance NTE \$380,000

Administrator

Gary Stine, Assistant Superintendent, Administrative Services

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 4, 2024**

**CALIFORNIA ASSOCIATION OF SCHOOL BUSINESS OFFICIALS
(CASBO) ORGANIZATIONAL MEMBERSHIP**

Background

The California Association of School Business Officials (CASBO) is an educational organization of school business executives in the state of California. The CASBO organizational membership is a single-price, umbrella package that covers all business services employees and provides professional development opportunities.

Organizational membership provides savings on professional development seminars and workshops and also provides access to other valuable information.

Financial Impact

General Fund (0101) NTE \$5,250

Administrator

Gary Stine, Assistant Superintendent, Administrative Services

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 4, 2024**

LEGAL SERVICES, ORBACH HUFF + HENDERSON, LLP

Background

Orbach Huff + Henderson, LLP has provided legal services to the district since January 2023 in a variety of areas including: various construction and project related issues; employee/employer relations; contract review, advice, and disputes; and interpretation of education codes. Staff is recommending approval of an agreement, effective July 1, 2024 through June 30, 2025.

The legal fees for Orbach Huff & Henderson, LLP are as follows:

Partners	\$355
Senior Counsel	\$330
Associates	\$315
Paralegals	\$205

Orbach Huff + Henderson, LLP is a respected and competent legal firm, and its fees for services are competitive.

Financial Impact

General Fund (0101) NTE \$200,000

Administrator

Gary Stine, Assistant Superintendent, Administrative Services



File Number
4776.000

April 23, 2024

VIA EMAIL ONLY

Dr. Alex Cherniss
Superintendent
Placentia-Yorba Linda Unified School District
1301 E. Orangethorpe Avenue
Placentia, California 92870

Re: Agreement for Legal Services

Dear Dr. Cherniss:

Thank you for the opportunity to continue to provide legal services to the Placentia-Yorba Linda Unified School District ("District"). Pursuant to your request, this letter shall serve to outline the terms and conditions of our representation of the District. If you have any questions concerning any of the information provided in this letter, I welcome your call.

1. Scope of Services.

Our responsibilities shall be to represent the District in matters related to its public education mission from time to time as the District may request upon our mutual agreement.

2. Fees.

The measure for our services will be the actual time expended performing legal services at hourly rates in effect at the time services are performed for the lawyers, paralegals and clerks who are directly involved in the matters for which you have retained us. We will charge the District at the following discounted rates for the 2024-2025 fiscal year, effective July 1, 2024:

Partners/Of Counsel: \$355/hour; Senior Counsel: \$330/per hour; Associates: \$315/hour; Paralegals: \$205/hour; and Clerks at \$125/hour.

Our firm may change the hourly rates for its personnel. We will, however, advise you in writing as to any change in our hourly rates before they become effective and obtain your agreement to

Attorneys at Law
www.ohhlegal.com

1901 Avenue of the Stars, Suite 575
Los Angeles, CA 90067

6200 Stoneridge Mall Road, Suite 225
Pleasanton, CA 94588

2877 Historic Decatur Road, Suite 200
San Diego, CA 92106

13181 Crossroads Parkway N., Suite 170
City of Industry, CA 91745

650 Lighthouse Avenue, Suite 240
Pacific Grove, CA 93950

333 City Blvd. West, Suite 1700
Orange, CA 92868

3600 Lime Street., Building 2 Office #218
Riverside, CA 92507

April 23, 2024

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the change.

3. Retainer.

As a matter of policy, we require clients of the firm to maintain a retainer to be applied towards fees and costs. In your instance, however, we are willing to waive this policy.

4. Expenses Incurred and Other Charges.

In addition to our fee, we will expect the District to reimburse us for all expenses we incur on its behalf, including expert witness fees, court reporters, long distance telephone calls, travel costs, postage, air freight, messenger services, computer research time, external printing costs and the like. We will bill you our direct costs for these expenses without mark-up. We will charge the District for all internal photocopying (at 10¢ per page) done by us with respect to District matters.

5. Billing Practices.

We will send an invoice to you monthly detailing all of the expenses incurred during the previous month. These invoices will be of sufficient detail to enable you to determine the nature of any expenses incurred. Payment is due upon receipt.

6. Termination of Representation.

The attorney-client relationship is one of mutual trust and confidence, and the District is, of course, free to terminate our relationship at any time. We will also be free to terminate the relationship at any time, and should that unlikely event occur, we will do so in a manner which complies with applicable law, court rules and the Rules of Professional Conduct of the State Bar of California. These rules permit us to withdraw if, among other reasons, your conduct renders it unreasonably difficult for us to carry out the representation effectively.

7. Professional Liability Insurance.

Orbach Huff & Henderson LLP carries professional errors and omissions liability insurance. No representation is made by Orbach Huff & Henderson LLP as to "insurance coverage" for the types of service which we may perform for the District.

8. Mediation, Binding Arbitration and Related Fees and Costs.

We look forward to a beneficial and mutually productive relationship with the District. If, however, you become dissatisfied for any reason with the services we have performed, we encourage you to bring that to our attention immediately. It is our belief that most such problems can be resolved

April 23, 2024

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by good faith discussions between the parties. Nevertheless, it is always possible that some dispute may arise which cannot be resolved by discussions between us. We believe that such disputes can be resolved more expeditiously and with less expense to all concerned by mediation and, if mediation is unsuccessful through binding arbitration, rather than through court proceedings. Therefore, the parties will first attempt to resolve all disputes through mediation with a mediator mutually agreed to by the parties.

To the extent mediation is unsuccessful in resolving any dispute, the parties agree to proceed with binding arbitration. Arbitration is a process by which both parties to a dispute agree to submit the matter to an arbitrator and to abide by the arbitrator's decision. In arbitration, there is no right to a trial by jury, and the arbitrator's legal and factual determinations are generally not subject to appellate review. Rules of evidence and procedure are often less formal and rigid than in a court trial. Arbitration usually results in a decision much more quickly than proceedings in court, and the attorneys' fees and other costs incurred by both sides are usually substantially less. Of course, you are encouraged to discuss the advisability of arbitration with other counsel or any of your other advisors and to ask any questions which you may have.

Any dispute based upon, arising out of or relating to our engagement, this letter agreement and/or the performance or non-performance of services (including, without limitation, claims of professional negligence) as well as any dispute as to the arbitrability of any such claims will be subject to binding arbitration to be held in Los Angeles County, California before a retired California superior court judge pursuant to the commercial arbitration rules of the American Arbitration Association. The arbitrator's award will be final and binding and judgment thereon may be entered in any court of competent jurisdiction. As a practical matter, by agreeing to arbitrate all parties are waiving the right to a jury trial.

In any dispute, at any stage, including mediation or arbitration, the parties shall bear their own attorneys' fees and costs.

9. File Retention and Destruction.

As discrete matters conclude, we may close those matters and we will retain a client file of that matter for a period of three (3) years. We may store some or all client file materials in a digital format. In the process of digitizing those documents, we will return to you any original paper documents provided by you. We will not return copies of paper documents provided by you unless you request those copies in writing. After a paper document is digitized, we will destroy all paper documents in the client file, subject to the exceptions noted above. At the expiration of the 3-year period, we will destroy all client file materials unless you notify us in writing that you wish to take possession of them. This clause applies to any client file materials being held or stored by a third-party vendor.

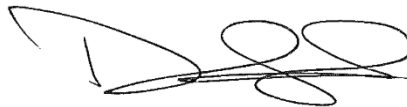
April 23, 2024
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10. Term.

The term of this agreement and our representation of the District shall begin on the date you indicate by your signature below and shall continue unless our representation is terminated as indicated herein.

If you agree with the foregoing, please sign this letter, and return it to me. Please keep a duplicate for your records. If you ever have any concerns about our work, please contact me at any time. I look forward to working with you and thank you again for your trust in choosing Orbach Huff & Henderson LLP.

Very truly yours,
ORBACH HUFF & HENDERSON LLP



David M. Huff

The undersigned has read and understood this agreement, represents that he or she has the authority to execute this agreement on behalf of the District, and acknowledges that this agreement is subject to mediation and binding arbitration as provided above. The foregoing accurately sets forth all the terms of your engagement and is approved and accepted on _____, 2024.

By: _____

Title: _____

At its public meeting of _____, 2024, the District's Board of Education approved or ratified this Agreement.

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 4, 2024**

PHOTOGRAPHY SERVICES, MIDDLE SCHOOLS

Background

On June 6, 2023, the Board approved a one-year agreement with Studio 1 for photography services at district middle schools. The Purchasing Department contacted Studio 1 and asked if the company would renew their agreement for an additional three years. Studio 1 agreed to renew their existing agreement from July 1, 2024 through June 30, 2027. Therefore, a new agreement with Studio 1 is recommended for middle school photography services through June 30, 2027.

Entering into a new agreement with Studio 1 will allow the middle schools to continue to receive photography services.

Financial Impact

No financial impact

Administrator

Gary Stine, Assistant Superintendent, Administrative Services

AGREEMENT FOR PHOTOGRAPHY SERVICES

This Agreement is hereby entered into the **5th day of June, 2024**, in the County of Orange, State of California, between the Placentia-Yorba Linda Unified School District, hereinafter referred to as “District,” and **Studio 1**, 9060 Rancho Park Ct, Rancho Cucamonga, CA 91730, hereinafter referred to as “Contractor.”

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special Services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Studio 1. Studio 1 shall provide School Photography Services to District Middle Schools and other programs per the specifications, terms and conditions provided and based on discussions with Middle School Activities Directors. Services shall be provided at the district Middle Schools.

2. Term. The agreement term will be for one year beginning July 01, 2024, and expiring June 30, 2027. After expiration of initial term, options for additional two-year terms will be negotiated between District and Contractor.

3. Compensation. There will be no compensation paid to Studio 1 by the District for the services provided to the Middle Schools and other programs. Compensation will be through sales to students and parents.

4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District, except as follows:

5. Independent Contractor. Contractor, in the performance of the Services pursuant to this Agreement, shall be and act as an independent Contractor. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District’s employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers’ Compensation. Contractor assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the Services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor’s employees.

6. Materials. Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession.

7. Originality of Services/Intellectual Property. Contractor agrees that all technologies, formulae, procedures, processes, methods, ideas, and dialogue, prepared for and submitted by Contractor to the District in connection with the Services set forth in this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such Services. Contractor further agrees that all writings, materials, compositions, recordings, teleplays, and/or video productions prepared for, written for, or otherwise (hereinafter referred to as "Content") submitted by Contractor to the District and/or used in connection with the Services set forth in this Agreement, reflect the intellectual property of, and copyright interests held by District and shall not be copied or used in whole or in part by Contractor without District's express written permission. Contractor understands and agrees that all Content produced under this Agreement is the property of District and cannot be used without District's express written permission. Contractor acknowledges and agrees that District shall have all right, title and interest in said Content, including the right to secure and maintain the copyright, trademark and/or patent of said Content in the name of the District.

8. Termination. District may, at any time, in its sole discretion, terminate this Agreement for any reason. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.

District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; or (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or (c) Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the District may secure the required Services from another Contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charges to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

Written notice by District shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

9. Indemnification; Hold Harmless. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold District and its governing board, officers, employees and agents (collectively referred to herein as "Indemnitees") harmless from and against any and all losses, liabilities, damages, claims, demands, suits, actions, proceedings, costs and expenses including court costs and attorney's fees, incurred by Indemnitees (a "Loss(es)") arising out of any claims where an employee or agent of Contractor causes personal injury or property loss, theft or damage in

performing the inspection or servicing of the fire sprinkler system at the Service location(s), or where the Loss(es) is caused by negligent acts or omissions of inspectors or maintenance personnel or agents of Contractor performed or omitted at the Service location. For any Loss(es) where Contractor's or its agents' actions while at the Service location are the sole and direct cause of aforesaid Loss(es) (and not equipment or monitoring failure), Contractor has the duty to defend as set forth in Section 2778 of the California Civil Code. Each party will timely notify the other party in writing upon receipt of any third-party claim relating to this Agreement.

10. Insurance. Insurance. Contractor shall insure Contractor's activities in connection with the Services under this Agreement and agrees to carry insurance to ensure Contractor's ability to adhere to the indemnification requirements under this Agreement.

10.1 Contractor shall, at Contractor's sole cost and expense, maintain in full force and effect the following insurance coverage from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self-insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with Contractor's fulfillment of the obligations under this Agreement:

a. Comprehensive or Commercial Form General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits as follows:

(1) Each Occurrence	\$1 million
(2) Products/Ongoing Operations	\$1 million
(3) Personal and Advertising Injury	\$1 million
(4) General Aggregate	\$2 million

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. This policy shall include or be endorsed to include abuse and molestation coverage of at least \$3 million for each occurrence.

b. Business Automobile Liability Insurance for owned, scheduled, nonowned, or hired automobiles with a combined single limit not less than \$1 million per occurrence, \$2 million aggregate. (Required only if the Contractor drives on behalf of the District in the course of performing Services.)

c. Professional Liability Insurance with a limit of \$1 million per occurrence, if applicable.

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. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the District.

Part A - Statutory Limits for Contractor
Part B - \$1 million Employers' Liability

It should be expressly understood, however, that the coverage and limits referred to under a., b. and c. above shall not in any way limit the liability of the Contractor.

- 10.2 No later than five (5) days from execution of this Agreement by the District and Contractor, and prior to commencing the Services under this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder.

Contractor shall provide prior written notice to the District thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses a and b above shall name District, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." Failure to maintain the above mentioned insurance coverages shall be cause for termination of this Agreement.

11. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor. This agreement is intended for the benefit of the parties hereto and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

12. Compliance With Applicable Laws. The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, the Services, equipment and personnel engaged in Services covered by this Agreement or accruing out of the performance of such Services.

13. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

14. Employment With Public Agency. Contractor, if an employee of another public agency, agrees that 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.

15. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or Agreement with respect to the Services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement. This Agreement incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

16. Nondiscrimination. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, sex, marital status, age, or other characteristics protected by federal or state laws of such persons.

17. Non Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

18. Notice. All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as follows:

District:

Placentia-Yorba Linda Unified School District
1301 E. Orangethorpe Ave.
Placentia, California 92870
Telephone - 714-986-7000

Contractor:

Studio 1
9060 Rancho Park Ct.
Rancho Cucamonga, CA 91730
909-944-9536

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

20. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

21. Headings. The headings contained in this Agreement are provided exclusively for reference and the convenience of the Parties. No legal significance of any type shall be attached to the headings.

22. Counterparts. This Agreement may be signed and delivered in two counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the Agreement, and the Agreement shall not be binding on any party until all Parties have signed it.

23. Authorized Signatures. The individual signing this Agreement warrants that he/she is authorized to do so. The Parties understand and agree that a breach of this warranty shall constitute a breach of the Agreement and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

24. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California. This Agreement is made in and shall be performed in Orange County, California.

25. Contractor Fingerprinting. During the entire term of the Contract, the Contracting Entity, including all sub-contracting entities and their employees, shall fully comply with the provisions of California Education Code Section 45125.1 when the Placentia-Yorba Linda Unified School District determines that the Contracting Entity's employees and/or employees of sub-contracting entities will have contact with Placentia-Yorba Linda Unified School District pupils in performance of the work of this contract. Contractor shall not permit any employee or sub-contractors to perform any services until the Department of Justice has determined that the employee has not be convicted of a felony or has not felony criminal charges pending as defined I Education section 45122.1. Contractor shall certify in writing that all of his/her employees and all sub-contractor employees, present or new hires, have not been convicted of a serious or violent crime or is awaiting adjudication of same. This certification shall be provided by Contractor to the District prior to any of the Contractor's employees, or subcontractor's employees coming into contact with District pupils.

THIS AGREEMENT IS ENTERED INTO THIS _____ DAY OF _____, 20243.

Placentia-Yorba Linda Unified School District Studio 1

By: _____
Signature

Gary Stine
Typed Name

Assistant Superintendent, Administrative Services
Title

By: _____
Signature

Typed Name

Title

Taxpayer Identification Number

Address

City, State, Zip

Telephone Number

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 4, 2024**

BEVERAGE AND SNACK VENDING SERVICES

Background

At the board meeting of June 7, 2022, the Board approved extending the agreement between the District and Vending One, Inc. to provide vending and snack services districtwide. The current extension terminates June 30, 2024. Purchasing staff contacted Vending One, Inc. and requested an additional extension to the agreement. Vending One, Inc., agreed to extend the current agreement for three years from July 1, 2024 through June 30, 2027. There is no cost to the district for the service and the district will receive monthly commission checks based on a percentage of sales. Commissions collected will be transferred to school sites.

Extending the agreement for an additional three years will allow the district to provide beverage and snack vending services to all sites.

Financial Impact

Additional local income anticipated

Administrator

Gary Stine, Assistant Superintendent, Administrative Services

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 4, 2024**

COURIER SERVICE

Background

Under a Joint Powers Agreement (JPA), the Orange County Department of Education provides courier service to deliver mail, warrants, and payroll checks to participating Orange County school districts. The agreement is renewable annually. The SchoolsFirst Federal Credit Union has agreed to subsidize the annual fees for the courier service. The participants' share of the cost is \$7,000 per district.

Participating in the Courier Service JPA administered by the Orange County Department of Education is more cost effective and efficient than using district staff or the US Postal Service.

Financial Impact

General Fund (0101) NTE \$7,000

Administrator

Gary Stine, Assistant Superintendent, Administrative Services

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 4, 2024**

LIFE INSURANCE

Background

The District has provided employee life insurance coverage to benefit eligible employees since 1988. There is no change to the current Anthem Blue Cross premium rate.

The District is contractually obligated to provide life insurance to its eligible employees.

Financial Impact

Health and Welfare Fund (6769) NTE \$170,000

Administrator

Gary Stine, Assistant Superintendent, Administrative Services

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 4, 2024**

HMO DENTAL INSURANCE

Background

The CIGNA Dental Health of California Plan provides the District's HMO dental insurance for eligible employees and dependents. There is a 5.2% increase in the premium for the 2024-25 plan year.

The agreement with CIGNA Dental Health of California, Inc. provides HMO dental insurance for the District's eligible employees and dependents.

Financial Impact

Health and Welfare Fund (6769) NTE \$15,000

Administrator

Gary Stine, Assistant Superintendent, Administrative Services

ACCIDENTAL DEATH AND DISMEMBERMENT (ADD) INSURANCE

Background

National Union Fire Insurance Company of Pittsburgh, PA provides the District's voluntary accidental death and dismemberment insurance. This insurance offers employees additional financial resources to pay for the care of their families when a serious accidental injury or death occurs and is 100% paid by the employee through payroll deductions.

The agreement with National Union Fire Insurance Company will continue ADD insurance for the District's benefit-eligible employees.

Financial Impact

No cost to the district

Administrator

Gary Stine, Assistant Superintendent, Administrative Services

VOLUNTARY LONG-TERM CARE INSURANCE

Background

Unum Life Insurance Company of America provides the district's voluntary long-term care insurance and is 100% paid by the employee through payroll deductions.

The district's voluntary long-term care insurance allows employees, spouses, and extended family members to apply for insurance that provides a benefit to deal with the challenges of extended care when the need arises. Extended family members are billed directly by Unum.

Financial Impact

No cost to the district

Administrator

Gary Stine, Assistant Superintendent, Administrative Services

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 4, 2024**

EXPANDED LEARNING INSURANCE

Background

Expanded Learning secures insurance for all students within its programs with Myers-Stevens & Toohey & Co., Inc. The insurance provides coverage for sponsored activities including travel to and from home while participating in preschool and daycare activities.

The purchase of this insurance protection helps reduce the liability exposure for the district.

Financial Impact

Expanded Learning CASA (0101)	NTE \$17,626
Expanded Learning State Preschool (1212)	
Expanded Learning Before and After School Fund (1212)	
Expanded Learning Fee-Based Preschool Fund (1212)	

Administrator

Gary Stine, Assistant Superintendent, Administrative Services

Group Application

Application is hereby made for a plan of Blanket Accident Insurance based on the following statements and representations:

Applicant (Full Legal Name): Placentia-Yorba Linda Unified School District

Street Address: 1301 E. Orangethorpe Avenue

City, State, Zip: Placentia, CA 92870

Taxpayer ID #:

The terms and conditions of the requested plan of insurance may vary in certain states as required by the laws of those states. The terms of the policy when issued will govern. It is agreed the insurance applied for will not become effective unless: a) this Application is received and approved by the Insurance Company based on current rules and requirements; b) the Policy is accepted by the Applicant; and c) the required premium is paid when due.

Policy Number: PTP N18009316

Requested Policy Term: August 28, 2024 to August 27, 2025

Classes of Eligible Persons:

Class 1 All registered participants of the Policyholder

For any insurance paid for in part, or wholly, by individual insureds, the Applicant will support enrollment activities and allow all eligible persons an opportunity to enroll. No brochures or any material referencing the requested insurance will be published without the prior written approval of the Insurance Company.

DESCRIPTION OF COVERAGE

Covered Activities:

Class 1 Sponsored Activities Including travel to and from home while participating in pre-school, daycare or Headstart activities sponsored and supervised by the Policyholder.

Benefits:

Accidental Death & Dismemberment
Accident Medical Expense Benefit

Additional Benefits: N/A

Premiums: Daycare:

\$1.55 per Student—Summer Only	X	<u>1,082</u>	No. of Students = \$	<u>1,677.10</u>
\$2.70 per Student—10 Months Half Day	X	<u>2,277</u>	No. of Students = \$	<u>6,147.90</u>
\$4.90 per Student—10 Months Full Day	X	<u>904</u>	No. of Students = \$	<u>4,429.60</u>
Total Premium Amount			\$	<u>12,254.60</u>

The Applicant represents the information contained in this application is true and correct and forms the basis of the requested insurance.

WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT.

Signed for the Policyholder

Title

Date

Signed by Licensed Resident Agent
(Where Required by Law)

Underwritten by ACE American Insurance Company; Philadelphia, PA 19106

2024-2025 School Year Coverage Request Form

Name of School/District Placentia-Yorba Linda USD Address 1301 E. Orangethorp Ave.
City Placentia St CA Zip 92870 Phone _____ Email _____

Summary: The program consists of the following benefits:

	OPTION I	OPTION II	OPTION III
Excess Accident Medical Expense (100% of U&C) with 10 year benefit paid up to	\$1,000,000	\$5,000,000	\$7,000,000
Accident Medical Expense Deductible (waived for Presumptive Disability - see brochure)	\$25,000	\$25,000	\$25,000
Accidental Death and Dismemberment - principal sum	\$25,000	\$50,000	\$50,000
Double Dismemberment	\$50,000	\$100,000	\$100,000
Catastrophic Losses payable in addition to accident medical benefits up to	\$500,000	\$1,000,000	\$1,500,000
Seatbelt and Airbag - 10% of principal sum up to	\$5,000	\$5,000	\$5,000
Crisis Management Benefit- lump sum payable to the Policyholder	\$25,000	\$25,000	\$25,000
Crisis Management Benefit- payable to the Covered Person	\$100 per session up to 10 sessions		

Coverages Available:

Class I - Interscholastic Athletics

Covers students while participating in school sponsored and directly supervised games and official practice sessions of interscholastic sports and supporting activities (band, cheerleaders, majorettes, student coaches, student trainers, and student managers) and while traveling directly and without interruption between school and the site of such activities

Class II - Student Activities

Covers students while on premises when school is in session and while participating in school sponsored and directly supervised activities (except interscholastic athletics), and while traveling directly and without interruption between school and the site of such activities, and while traveling directly and without interruption between home and school to attend regularly scheduled classes (includes one hour immediately before and after regularly scheduled classes).

Class III - Religious Education Activities

Covers registered participants in church/school sponsored and directly supervised Elementary Level Religious Education and Confirmation activities and while traveling directly without interruption between the school/church and the site of such activities.

Class IV - Youth Ministry Activities

Covers registered participants in church/school sponsored and directly supervised Youth Ministry activities and while traveling directly without interruption between the school/church and the site of such activities.

Class V - Adult/Parent Volunteers

Covers registered adult/parent volunteers while participating as a school volunteer in any school sponsored activity, and while traveling, as a volunteer, directly and without interruption between school and the site of such activities.

Class VI - Summer Sports and Conditioning

Covers students while participating in school sponsored and directly supervised sports and conditioning activities conducted during the summer, and while traveling directly and without interruption between school and the site of such activities.

Class VII - School Staff

Covers school staff while participating in any school sponsored activity, and while traveling, as staff, directly and without interruption between school and the site of such activities.

The program also consists of the following benefits:

Cosmetic Disfigurement from Burns Benefit

If, as a result of a Covered Injury, an Insured suffers third or fourth degree burns in one or more areas of the body, benefits will be paid as determined by the formula specified in the policy, up to a maximum benefit of \$150,000.

Special Adaptation Expense Benefit

If an Insured suffers a "presumptive disability" from a covered Accident and requires a special housing adaptation or a special vehicle to accommodate the disability, benefits will be paid up to \$75,000 for the housing adaptation and/or up to \$75,000 for the special vehicle.

Benefits are not payable unless the Insured's physician certifies them as necessary.

"Presumptive Disability" means the complete and irrecoverable loss of sight of both eyes, speech, hearing in both ears, or of any two limbs, hands or feet, provided the loss occurs within one year of the Covered Accident.

"Vehicle" means a private passenger land motor vehicle. It includes automobiles, vans, and four wheel drive vehicles. It does not include a vehicle used for farming, commercial business, racing or any type of competitive speed event.

Traumatic Brain Deficit Benefit

If an Insured suffers an injury to the brain which 1) occurs, and is diagnosed by a Doctor; 2) results in measurable, neurological deficit persisting for the lesser of at least 12 consecutive months or the time at which maximum recovery has been reached; 3) requires permanent daily personal supervision; and 4) results in the inability of the Insured to perform independently three or more of the following activities of daily living: a) transferring (moving in or out of a bed or chair); b) dressing; c) bathing; d) feeding; e) toileting; or f) continence, benefits will be paid up to a maximum of \$250,000.

Premium Computation:

CHOOSE: Class(es) and Option(s):	OPTION I \$1,000,000 MAX	OPTION II \$5,000,000 MAX	OPTION III \$7,000,000 MAX
Class I - Interscholastic Athletics (All interscholastic athletes and non-competing participants)	# Participants x \$4.12 = _____	# Participants x \$6.26 = _____	# Participants x \$7.51 = _____
Class II - Student Activities (All students enrolled in school/district)	4,263 # Total Enrollment x \$1.26 = \$5,371.38	# Total Enrollment x \$2.14 = _____	# Total Enrollment x \$2.57 = _____
Class III - Religious Education Activities (All registered participants in Religious Education Program)	# Participants x \$0.68 = _____	# Participants x \$1.03 = _____	# Participants x \$1.24 = _____
Class IV - Youth Ministry Activities (All registered participants in Youth Ministry Program)	# Participants x \$1.29 = _____	# Participants x \$1.97 = _____	# Participants x \$2.36 = _____
Class V - Adult/Parent Volunteers (All registered adult/parent volunteers)	# Volunteers x \$0.45 = _____	# Volunteers x \$0.55 = _____	# Volunteers x \$0.70 = _____
Class VI - Summer Sports and Conditioning (All participants)	# Participants x \$1.25 = _____	N/A	N/A
Class VII - School Staff (All participants)	# Participants x \$0.65 = _____	# Participants x \$0.80 = _____	# Participants x \$0.95 = _____
MINIMUM PREMIUM ALLOWED: \$350		Total Premium Due = \$5,371.38	

Requested Coverage Effective Date: August 28, 2024 through August 27, 2025

We hereby request a Catastrophic Accident Insurance Policy. We understand that Insurance will be in force if this Coverage Request Form is accepted by the Company and the required premium is received by the Company when due.

Gary Stine
 Name of person authorized to contract for the School/District

Assistant Superintendent, Administrative Services
 Title

Signature _____ Date _____

Coverage Request Form must be completed in its entirety and received by MYERS-STEVEN & TOOHEY CO., INC., prior to the effective date required.

Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Plans Arranged and Administered by:



26101 Marguerite Parkway, Mission Viejo, CA 92692

T: (800) 827-4695 | F: (949) 348-2630 | E: info@myers-stevens.com | CA. License #0425842

OVERNIGHT FIELD TRIP INSURANCE

Background

The District has chosen to purchase blanket field trip insurance coverage for students attending school-sponsored and supervised overnight field trips.

Blanket field trip insurance protection helps reduce the liability exposure for the district.

Financial Impact

Property Loss Insurance Fund (6770) NTE \$17,881

Administrator

Gary Stine, Assistant Superintendent, Administrative Services

SHORT-TERM (24-HOUR), COVERAGE

ACCIDENT INSURANCE ENROLLMENT FORM FOR THE 2024-2025 SCHOOL YEAR 100% Participation Required

Provides excess accident and emergency sickness medical coverage and accidental death and dismemberment coverage for all of your students participating in school sponsored and supervised activities involving overnight travel and/or periods without direct and immediate school supervision.

Rate is \$1.85/person/calendar day. Coverage consists of the following BASIC and CATASTROPHIC injury benefits.



Basic

Accident medical benefits are paid on an excess basis of 100% of Usual, Customary & Reasonable charges up to \$25,000/injury and \$3,000 for Emergency Sickness. Includes benefit for pre-approved Medical Evacuation expenses up to \$25,000 and up to \$10,000 of expenses for Repatriation of Remains to home country. Covered charges for injuries are limited to those incurred within one year from date of first treatment of the injury or sickness.

Catastrophic

Accident medical benefits are subject to a deductible of \$25,000 and are then paid on an excess basis at 100% of Usual, Customary and Reasonable charges up to \$1,000,000 with a ten year benefit period. Includes additional cash assistance of up to \$500,000 (depending upon the severity of the loss) and accidental death benefit of \$25,000. Underwritten by ACE American Insurance Company.

Crisis Management Benefit \$25,000 Maximum

If a student is killed as a result of criminal violence while participating in a Covered Activity sponsored and supervised by the School or school district, we will pay the Crisis Management Benefit shown in the Schedule of Benefits to the School or school district involved to help them access the counseling and other care they deem is needed by the student body and staff.

Cosmetic Disfigurement from Burns Benefit \$150,000 Maximum

If, as a result of a Covered Injury, an Insured suffers third or fourth degree burns in one or more areas of the body, benefits will be paid as determined by the formula specified in the policy.

Special Adaptation Expense Benefit \$150,000 Maximum (\$75,000 for housing and \$75,000 for vehicle)

If an Insured suffers a "presumptive disability" from a covered Accident and requires a special housing adaptation or a special vehicle to accommodate the disability.

Traumatic Brain Deficit Benefit \$250,000 Maximum

If an Insured suffers an injury to the brain which 1) occurs, and is diagnosed by a Doctor; 2) results in measurable, neurological deficit persisting for the lesser of at least 12 consecutive months or the time at which maximum recovery has been reached; 3) requires permanent daily personal supervision; and 4) results in the inability of the Insured to perform independently three or more of the following activities of daily living: a) transferring (moving in or out of a bed or chair); b) dressing; c) bathing; d) feeding; e) toileting; or f) continence.

The policies have complete details of provisions, definitions, limits and exclusions.

INSTRUCTIONS - Complete Enrollment Form on Reverse

The fully completed enrollment form and roster of participating students (and coaches/instructors) must be received by us prior to the start date of activities. Otherwise, coverage will begin upon receipt. Premium is due within 10 days of the start of the activity. It is required that all students attending this event are covered, whether they have other insurance or not.

Coverage is optional for parent volunteers and other youth participants. Staff may also be included on an optional basis.

Mail or fax to: Myers-Stevens & Toohey Co., Inc. - 26101 Marguerite Parkway Mission Viejo, CA. 92692
Fax (949) 348-2630

QUESTIONS??? Call (800) 827-4695

ENROLLMENT FORM

ACTIVITY INFORMATION

Name of District _____
Name of School _____
Address _____ Phone _____
E-mail Contact _____
Starting date _____ Ending Date _____
Destination/Activity _____
Coverage requested by: _____

Print Name

Signature

Date

PLEASE NOTE: THERE IS A MINIMUM PREMIUM REQUIREMENT. Premium is due within 10 days of the start date of activity.

PAYMENT/BILLING INFORMATION

NEW ()

REVISED ()

Calculate Premium Due: _____ x \$1.85 = \$ _____
Estimated "Student Days" for the year Premium Rate PREMIUM DUE (\$15 minimum)

METHOD OF PAYMENT: () CREDIT CARD (see below) () CHECK NUMBER _____ () P.O. NUMBER _____

If paying by credit card, complete below. Your amount of charge will appear as "MYERS-STEVENS & TOOHEY 800-827-4695 CA" on your statement.

MC: () VISA: () _____ - _____ - _____ - _____
Month / Year Security Code

I authorize Myers-Stevens & Toohey Co., Inc. to deduct the premium payment, plus a 3% processing fee:

Name of Cardholder _____ Cardholder's Signature _____

SCHOOL-TO-WORK INSURANCE

Background

The District has chosen to purchase school-to-work insurance coverage for students who participate in various internship programs including Val Tech students, special education students working in the community, and Career Pathway internship programs.

School-to-work insurance protection helps reduce the liability exposure for the district.

Financial Impact

General Fund (0101) NTE \$1,800

Administrator

Gary Stine, Assistant Superintendent, Administrative Services



SCHOOL-TO-WORK (School-to-Career/Workstudy)
Accident Insurance Coverage Request Form
2024 -2025 School Year
100% Participation Required

Provides accident medical expense, death and dismemberment coverage for injuries which occur to participating students; 1) while at the approved worksite and; 2) while traveling directly and without interruption between school and the worksite and between worksite and the student's home. Injuries covered under Workers' Compensation are not covered by this plan. Medical Expense Benefits are paid on an excess basis at 100% of Usual, Customary & Reasonable charges up to a \$25,000 maximum per person, per injury.

There is also an Accidental Death & Dismemberment Benefit which pays \$10,000 for loss of life; \$25,000 for loss of sight one eye or single dismemberment; \$50,000 for loss of sight both eyes, double dismemberment or paralysis.

Underwritten by ACE American Insurance Company.

Please see policy for complete provisions, exclusions and limitations.

All School-To-Work participants are required to be covered.

Please complete entire form and return with your premium to:

Myers-Stevens & Toohey Co., Inc., 26101 Marguerite Parkway, Mission Viejo, CA 92692
(800) 827-4695 | fax: (949) 348-2630 | email: activities@myers-stevens.com

NAME OF SCHOOL/DISTRICT: _____

MAILING ADDRESS: _____

Phone: () _____

DATES OF PROGRAM: From: _____ **To:** _____

Requested By: _____
Print Name Signature Date

Please attach a list of schools that will be participating in the program.

Please calculate your premium due:

_____ x \$6.00 = _____
Estimated # of Participants Rate **TOTAL 2024 / 2025 PREMIUM**

PLEASE NOTE: THERE IS A \$250.00 MINIMUM PREMIUM REQUIREMENT.

PREMIUM MUST BE ENCLOSED FOR REQUEST TO BE PROCESSED.

METHOD OF PAYMENT: ☐ REQUEST INVOICE ☐ NO INVOICE NEEDED ☐ P.O. NUMBER _____

If paying by credit card, complete below. Your amount of charge will appear as "MYERS-STEVENS & TOOHEY 800-827-4695 CA" on your statement.

MC/VISA AUTHORIZATION: MC: _____ VISA: _____ - _____ - _____ - _____

Month / Year Security Code Zip Code of Cardholder

I authorize Myers-Stevens & Toohey Co., Inc., to deduct the premium payment, plus a 3% processing fee.

Name of Cardholder Cardholder's Signature

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 4, 2024**

SOFTWARE/LICENSE SUPPORT SUBSCRIPTION

Background

Aeries Software, Inc., dba Eagle Software, has been providing the district's student information system (SIS) since January 2006. The district continues to pay for a software/license support subscription that includes annual maintenance and software updates. The SIS provides functionality critical to district business, administrative, and instructional operations that includes enrollment, attendance, scheduling, gradebook, progress reports, report cards, discipline tracking, transcripts, progress towards graduation, college eligibility and counseling, guidance, and intervention tracking.

Renewing the software license/support subscription with Aeries Software, Inc. dba Eagle Software will ensure the district has an up-to-date SIS that meets district needs and legal requirements.

Financial Impact

General Fund (0101) NTE \$117,000

Administrator

Gary Stine, Assistant Superintendent, Administrative Services

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 4, 2024**

BOARD MEETING AGENDA SOFTWARE SUBSCRIPTION SERVICE

Background

The Diligent Corporation provides a subscription service for school boards that facilitates paperless management of school board meeting agendas. The Diligent Community subscription provides software designed to improve efficiency and effectiveness with the ability to link documents, policies, procedures, education code, presentations, and additional items to the board agendas. The subscription also provides improved workflow capabilities and the ability to search online content. The district utilized the Diligent subscription service for 2023-24 and was satisfied with the service.

Renewal of a subscription service with Diligent Corporation will provide the Board of Education an efficient and effective paperless board meeting solution.

Financial Impact

General Fund (0101) NTE \$15,000

Administrator

Gary Stine, Assistant Superintendent, Administrative Services

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 4, 2024**

BUSINESS INFORMATION SYSTEM AND HUMAN RESOURCES SYSTEM, AMENDMENT NO. 2

Background

On August 15, 2017, the Board approved a support service agreement for district use of the Orange County Department of Education (OCDE) business information and human resources systems. The OCDE systems provide an efficient web interface for the general ledger, accounts payable, accounts receivable, purchasing, budget development and monitoring, asset tracking, warehouse inventory, and human resources. Additionally, the agreement includes required training and support for the systems which are hosted and supported by OCDE.

Approval of Amendment No. 2 of the support service agreements will enable the district to continue to use OCDE's business information and human resources systems, training, and support.

Financial Impact

General Fund (0101) NTE \$221,900

Administrator

Gary Stine, Assistant Superintendent, Administrative Services

AMENDMENT #2
PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
BUSINESS-PLUS SYSTEM SUPPORT
AND SOFTWARE SUPPORT SERVICE AGREEMENT

The AGREEMENT entered into July 1, 2022, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and Placentia-Yorba Linda Unified School District, 1301 East Orangethorpe Avenue, Placentia, California 92870, hereinafter referred to as DISTRICT, is hereby further amended as follows:

1.0 Section 5.0 PAYMENT shall be amended to read: DISTRICT agrees to pay SUPERINTENDENT the sum of One hundred twenty-eight thousand three hundred dollars (\$128,300.00) for annual software support service fees for fiscal year 2024-2025. Annual software support service fees due for each fiscal year shall be paid by DISTRICT on or before August 1st of that fiscal year upon receipt of an itemized invoice from SUPERINTENDENT. SUPERINTENDENT shall evaluate software support service charges annually, for possible upward or downward adjustments, based on SUPERINTENDENT'S actual costs to support Business-Plus software. SUPERINTENDENT will provide DISTRICT written notice of the annual software support service fees due for the renewal period sixty (60) days prior to the end of each renewal period.

2.0 Except as expressly herein amended, including any amendments thereto, said AGREEMENT shall in all respects be and remain in full force and effect.

1
2 IN WITNESS WHEREOF, the Parties hereto set their hands.

3 DISTRICT: PLACENTIA-YORBA LINDA
4 UNIFIED SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

5 BY: _____
6 Authorized Signature

BY:  _____
Authorized Signature

7 PRINTED NAME: _____

PRINTED NAME: Patricia McCaughey

8 TITLE: _____

TITLE: Director

DATE: _____

DATE: May 21, 2024

9
10 PYLUSD- Financial-BusinessPlus- Bus Plus-(10001299) 2024-25-Amend#2
11 ZIP 6

2 AMENDMENT #2
3 PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
4 HUMAN RESOURCES APPLICATION
5 SOFTWARE SUPPORT SERVICE AGREEMENT

6 The AGREEMENT entered into July 1, 2022, by and between the
7 Orange County Superintendent of Schools, 200 Kalmus Drive, Costa
8 Mesa, California 92628, hereinafter referred to as SUPERINTENDENT,
9 and Placentia-Yorba Linda Unified School District, 1301 East
10 Orangethorpe Avenue, Placentia, California 92870, hereinafter
11 referred to as DISTRICT, is hereby further amended as follows:

12 1.0 Section 5.0 PAYMENT shall be amended to read: DISTRICT agrees to
13 pay SUPERINTENDENT the sum of Ninety-three thousand six hundred
14 dollars (\$93,600.00) for SUPERINTENDENT'S Human Resources Application
15 annual software support service fees for fiscal year 2024-2025.
16 Annual software support service fees due for each fiscal year shall
17 be paid by DISTRICT on or before August 1st of that fiscal year upon
18 receipt of an itemized invoice from SUPERINTENDENT. Annual Human
19 Resources Application software support service fees will be evaluated
20 annually for possible upward or downward adjustments. SUPERINTENDENT
21 will provide DISTRICT written notice of the annual Human Resources
22 Application software support service fees due for the renewal period
23 sixty (60) days prior to the end of each renewal period. Renewal
24 fees shall be based on the actual costs incurred by SUPERINTENDENT to
25 support the Human Resources Application software.

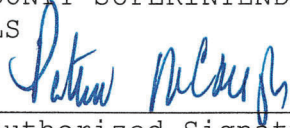
2.0 Except as expressly herein amended, including any amendments thereto, said AGREEMENT shall in all respects be and remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto set their hands.

DISTRICT: PLACENTIA-YORBA LINDA
UNIFIED SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

BY: _____
Authorized Signature

BY:  _____
Authorized Signature

PRINT NAME: _____

PRINT NAME: Patricia McCaughey

TITLE: _____

TITLE: Director

DATE: _____

DATE: May 21, 2024

PYLUSD-HR Applications-(10001345) 2024-25-Amend #2
ZIP 6

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 4, 2024**

BID NO. 222-08, TELEPHONE AND VOICE MAIL MAINTENANCE AND SERVICE

Background

On June 21, 2022, the Board authorized the use of Digital Telecommunications Systems Bid No. 222-08 for telephone systems and maintenance service for the district's telephone and voice mail systems.

The initial contract was for one year after the award of bid and could be extended for four additional years. This additional renewal will exercise the second one-year extension allowed under the agreement. All other terms and conditions remain the same.

Authorization to renew the Digital Telecommunications System bid will allow continued maintenance and service of the district's telephone and voicemail system.

Financial Impact

General Fund (0101) NTE \$132,000

Administrator

Gary Stine, Assistant Superintendent, Administrative Services

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 4, 2024**

MOBILE APP AND NOTIFICATION SYSTEM

Background

Blackboard, Inc. is a mobile app and notification system that provides easy access to district and school news, event information, lunch menus, and student grades from a mobile phone.

Renewal of the agreement with Blackboard, Inc. will allow district staff and parents to continue using the mobile app and school-to-home notification system for the 2024-25 school year

Financial Impact

General Fund (0101) NTE \$48,000

Administrator

Gary Stine, Assistant Superintendent, Administrative Services

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 4, 2024**

NETWORK SUPPORT AND CYBERSECURITY SERVICES

Background

The Orange County Superintendent of Schools provides network support and cybersecurity services to all school districts in Orange County. The school districts share in the cost of staff, equipment, tools, and resources that provide these services and support.

The agreement with the Orange County Department of Education will continue to provide network support and cybersecurity services that are much more economical than individual school districts could procure.

Financial Impact

General Fund (0101) NTE \$13,400

Administrator

Gary Stine, Assistant Superintendent, Administrative Services

PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
NETWORK SUPPORT AND CYBER SECURITY SERVICES

This AGREEMENT is hereby entered into this 1st day of July, 2024, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and Placentia-Yorba Linda Unified School District, 1301 East Orangethorpe Avenue, Placentia, California 92870, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, SUPERINTENDENT is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the Parties hereto mutually agree as follows:

1.0 BASIS OF AGREEMENT. Provide network support services for data connectivity and support along with DISTRICT internet circuits(s) handoff and Distributed Denial of Services (DDoS) Protection and to assist DISTRICT in assessing the DISTRICT's network systems defenses against electronic and social exploits to school districts within Orange County in accordance with the terms and conditions set forth in this AGREEMENT. SUPERINTENDENT will provide up to 10gbps data connectivity. Additional or higher speeds if requested by DISTRICT will be charged based on cost incurred by SUPERINTENDENT.

1 2.0 TERM. The term of this AGREEMENT shall be for a period of one (1)
2 year commence July 1, 2024, and ending on June 30, 2025, subject to
3 termination as set forth in Section 13.0 of this AGREEMENT.

4 3.0 SCOPE OF WORK.

5 A. NETWORK SUPPORT. SUPERINTENDENT agrees to provide DISTRICT
6 access to applications and services via the SUPERINTENDENT'S network
7 utilized by the SUPERINTENDENT. Applications and services shall include
8 access to the following:

- 9 1. Payroll Services
- 10 2. Financial (Separate contract required)
- 11 3. Human Resources (Separate contract required)
- 12 4. Time and Attendance (Separate contract required)
- 13 5. Imaging/Workflow (i.e. Pan, etc.) (Separate contract
14 required)
- 15 6. Data Center Site Services-California (Separate contract
16 required)
- 17 7. Data Center Site Services-Arizona (Separate contract
18 required)

19 B. DDoS PROTECTION. SUPERINTENDENT shall make the best effort
20 to protect against a Distributed Denial of Services (DDoS) attack against
21 the DISTRICT. DISTRICT agrees that network traffic for the DISTRICT may
22 be rerouted during a DDoS attack to a third-party entity for protection.
23 District also agrees that SUPERINTENDENT may use alternative methods
24 for DDoS protection. DDoS protection mechanism will only need to inspect
25 META Data. A maximum of 20 total hours will be expended by
SUPERINTENDENT staff to mitigate DDoS attack. SUPERINTENDENT has option

1 to charge DISTRICT a rate of One hundred fifty dollars (\$150.00) per
2 hour for services beyond the 20 hours for this service per DISTRICT
3 request.

4 C. DISTRICT is engaging SUPERINTENDENT as an independent
5 contractor to assist DISTRICT in assessing DISTRICT's network systems
6 defenses against electronic and social exploits. SUPERINTENDENT's cyber
7 security services shall include the following:

- 8 1. Security Awareness Training
- 9 2. Security Assessment against Center for Internet
10 Security (CIS) for effective cyber defense controls
- 11 3. Security Program Road Mapping
- 12 4. Security Program Document Development
- 13 5. Vulnerability Assessment
- 14 6. Security testing

15 D. DISTRICT understands and agrees that SUPERINTENDENT's
16 services do not include data breach or forensic services.
17 SUPERINTENDENT shall perform the services referenced above as long as
18 DISTRICT maintains a reasonable request for cyber security guidance
19 and not for data breach or forensic services by the SUPERINTENDENT.
20 SUPERINTENDENT assumes no responsibility for any security or data
21 loss/breach from the guidance provided.

22 E. SUPERINTENDENT may, upon written request from the DISTRICT,
23 provide other cyber security services that may arise. The DISTRICT
24 shall pay SUPERINTENDENT for such additional services at a rate of One
25 hundred fifty dollars (\$150.00) per hour.

F. DISTRICT shall be solely responsible for all of DISTRICT's

1 remediation based on findings, end user training, data, security,
2 maintenance and upkeep of its network hardware, servers, storage and
3 any other equipment based upon the cyber security services provided.

4 G. SUPERINTENDENT shall provide DISTRICT a report analysis of
5 cyber security services provided. DISTRICT is responsible for
6 correcting items in written analysis.

7 H. The written analysis provided by the SUPERINTENDENT is
8 solely for the use of the DISTRICT. Accordingly, before taking actions
9 based upon such information, SUPERINTENDENT encourages DISTRICT to
10 consult with the appropriate professionals.

11 4.0 DISTRICT'S RESPONSIBILITIES.

12 A. DISTRICT acknowledges that DISTRICT's timely provision of
13 and SUPERINTENDENT's access to relevant DISTRICT assistance,
14 cooperation, and complete and accurate information and data is
15 essential to the performance of SUPERINTENDENT's services and that
16 SUPERINTENDENT shall not be liable for any deficiency in performing
17 the services if such deficiency results from DISTRICT's failure to
18 provide the foregoing.

19 B. DISTRICT shall provide SUPERINTENDENT with appropriate
20 information and reasonable access to DISTRICT's computer and network
21 systems and provide all information, access, and cooperation reasonably
22 necessary to facilitate the services, including an employee of DISTRICT
23 who has substantial computer systems and network experience to act as
24 a liaison between DISTRICT and SUPERINTENDENT. In addition, DISTRICT
25 shall provide SUPERINTENDENT access to specific files or other data
necessary to perform its work.

1 C. DISTRICT understands and agrees to notify SUPERINTENDENT
2 of any security incident involving data loss/breach. This would include
3 a district wide impact and/or ransomware attack.

4 5.0 PAYMENT. DISTRICT agrees to pay SUPERINTENDENT the sum of
5 Thirteen thousand four hundred dollars (\$13,400.00) for network support
6 services and cyber security services rendered, pursuant to Section 3.0
7 of this AGREEMENT. DISTRICT's agrees to pay SUPERINTENDENT charges
8 within (30) days upon receipt of an invoice from SUPERINTENDENT.
9 SUPERINTENDENT shall invoice DISTRICT separately for additional network
10 support services or cyber security services requested by DISTRICT.
11 Payment shall be mailed to: Orange County Superintendent of Schools,
12 Attn: Accounting Manager, 200 Kalmus Drive, Costa Mesa, California
13 92626-9050, or at such other place as SUPERINTENDENT may designate in
14 writing.

15 Charges per year shall be as follows:

- 16 1. \$ 4,600.00 Network Support Services
17 2. \$ 8,800.00 Cyber Security Services

18 **Total Fees: \$13,400.00**

19 6.0 TECHNICAL SUPPORT. DISTRICT shall be entitled to ongoing
20 technical support and assistance on SUPERINTENDENT'S Network between
21 the DISTRICT and SUPERINTENDENT, provided however, that the
22 availability or performance of this technical support service shall
23 not be construed as altering or affecting SUPERINTENDENT'S obligations
24 as set forth in this AGREEMENT.

25 A. SUPERINTENDENT'S technical support via telephone shall be

1 provided to DISTRICT without charge Monday through Friday from 7:00
2 A.M. - 5:00 P.M., excluding SUPERINTENDENT'S holidays. Technical
3 support outside of this timeframe will require prior authorization.
4 SUPERINTENDENT has option to charge DISTRICT a rate of One hundred fifty
5 dollars (\$150.00) per hour for technical support outside the included
6 days and hours noted above per DISTRICT request.

7 B. SUPERINTENDENT may, upon mutual agreement of the parties,
8 provide other technical services which include but are not limited to
9 troubleshooting network problems that may arise. The DISTRICT shall pay
10 SUPERINTENDENT for such additional services at a rate of One hundred
11 fifty dollars (\$150.00) per hour.

12 7.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT is and at all times
13 shall be an independent contractor and shall be wholly responsible for
14 the manner in which the services required by the terms of this AGREEMENT
15 are performed. Nothing herein contained shall be construed as creating
16 the relationship of employer and employee, or principal and agent,
17 between SUPERINTENDENT and DISTRICT. SUPERINTENDENT assumes the
18 responsibility for the acts of its employees or agents as they relate
19 to the services to be provided. SUPERINTENDENT, its officers, agents,
20 and employees, shall not be entitled to any rights, and/or privileges
21 of DISTRICT'S employees and shall not be considered in any manner to
22 be DISTRICT'S employees.

23 8.0 HOLD HARMLESS.

24 A. SUPERINTENDENT hereby agrees to indemnify, defend, and hold
25 harmless DISTRICT, its Governing Board, officers, agents, and employees

1 from liability and claims of liability for bodily injury, personal
2 injury, sickness, disease, or death of any person or persons, or damage
3 to any property, real personal, tangible or intangible, arising out of
4 the negligent acts or omissions of employees, agents or officers of
5 SUPERINTENDENT or the Orange County Board of Education during the
6 period of this AGREEMENT.

7 B. DISTRICT hereby agrees to indemnify, defend, and hold
8 harmless SUPERINTENDENT, the Orange County Board of Education, and its
9 officers, agents, and employees from liability and claims of
10 liability for any loss or damage that results from scanning and/or
11 security testing of the DISTRICT's network and computer systems, bodily
12 injury, personal injury, sickness, disease, or death of any person or
13 persons, or damage to any property, real, personal, tangible or
14 intangible, arising out of the negligent acts or omissions of
15 employees, agents or officers of DISTRICT during the period of this
16 AGREEMENT.

17 9.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that
18 they will not engage in unlawful discrimination because of race, color,
19 religious creed, national origin, ancestry, physical handicap, medical
20 condition, marital status, or sex of such persons.

21 10.0 APPLICABLE LAW. SUPERINTENDENT and DISTRICT agree to comply
22 with all federal, state and local laws, rules and regulations and
23 ordinances that are now or may in the future become applicable to
24 SUPERINTENDENT or DISTRICT's business, equipment and personnel engaged
25 in operations covered by this AGREEMENT or occurring out of the
performance of such operations.

1 11.0 ASSIGNMENT. DISTRICT or SUPERINTENDENT shall not subcontract
2 or assign the performance of any of the services in this AGREEMENT
3 without prior written approval of the other party.

4 12.0 TOBACCO USE POLICY. In the interest of public health, the
5 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
6 use of any tobacco products are prohibited in buildings and vehicles,
7 and on any property owned, leased or contracted for by the
8 SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400-7. Failure to
9 abide with conditions of this policy could result in the termination
10 of this AGREEMENT.

11 13.0 TERMINATION. SUPERINTENDENT or DISTRICT may terminate this
12 AGREEMENT with or without cause, upon the giving of thirty (30) days
13 prior written notice to the other party.

14 14.0 NOTICES. All notices or demands to be given under this
15 AGREEMENT by either party to the other shall be in writing and given
16 by: i) Personal service, or ii) U.S. Mail, mailed either by registered
17 or certified mail, return receipt requested, with postage prepaid.
18 Service shall be considered given when received if personally served
19 or, if mailed, on the third (3rd) day after deposit in any U.S. Post
20 Office. The address to which notices or demands may be given by either
21 party may be changed by written notice given in accordance with the
22 notice provisions of this section. As of the date of this AGREEMENT
23 the addresses of the parties are as follows:

24 DISTRICT: Placentia-Yorba Linda Unified School District
25 1301 East Orangethorpe Avenue
Placentia, California 92870
Attn: _____

SUPERINTENDENT: Orange County Superintendent of Schools
200 Kalmus Drive
Costa Mesa, California 92626
Attn: Patricia McCaughey

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

16.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California, with venue in Orange County, California.

17.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits attached hereto constitute the entire agreement between SUPERINTENDENT and DISTRICT regarding the services and any agreement made shall be ineffective to modify this AGREEMENT in whole or in part unless such agreement is embodied in an Amendment to this AGREEMENT which has been signed by both Parties. This AGREEMENT supersedes all prior negotiations, understandings, representations and agreements.

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1 IN WITNESS WHEREOF, the Parties hereto have caused this
2 AGREEMENT to be executed.

3 DISTRICT: PLACENTIA-YORBA LINDA
4 UNIFIED SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

5 BY: _____
6 Authorized Signature

BY:  _____
Authorized Signature

7 PRINTED NAME: _____

PRINTED NAME: Patricia McCaughey

8 TITLE: _____

TITLE: Director

9 DATE: _____

DATE: May 21, 2024

10 PYLUSD-NetworkSupport-Cybersecurity (10005376) 2024-25
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**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 4, 2024**

VIRTUAL DISTRICT MEMBERSHIP

Background

SchoolStream, a division of Right Response, LLC, provides a virtual district membership. The district uses SchoolStream to automate the notice of employment (NOE) requisition process, which helps maintain efficient position control and accurate salary and employee benefit budgets. This service helps save costs and increases efficiency by providing access to over 30 different electronic solutions with a single annual membership fee.

Renewing the virtual district membership allows the district to continue efforts to streamline paper-driven processes and reduce cost.

Financial Impact

General Fund (0101) NTE \$22,000

Administrator

Gary Stine, Assistant Superintendent, Administrative Services

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 4, 2024**

**SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA), PARTICIPATION
AGREEMENT NO. 10005216**

Background

In 1999, legislation was passed (AB27880/Chapter 310/98) providing school districts the opportunity to generate unrestricted federal reimbursement through the School-based Medi-Cal Administration Activities (SMAA) Program. Certain administrative costs associated with services provided for students with Medi-Cal coverage are reimbursable.

The Orange County Superintendent of Schools, our Local Educational Consortium (LEC), is designated by the California State Department of Health Services to represent school districts and administer SMAA program disbursements. Approval of the Participation Agreement No. 10005216 will allow the district to continue in the LEC and receive revenue for Medi-Cal administrative activities performed by school staff.

Financial Impact

As part of providing administrative and invoicing services, the LEC retains 4.5% of the district's reimbursements and will charge for optional invoicing services and Random Moment Time Survey software platform fees, not to exceed \$15,000 per year.

Administrator

Gary Stine, Assistant Superintendent, Administrative Services

PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)
PARTICIPATION AGREEMENT

This AGREEMENT is hereby entered into this 1st day of July, 2024, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, Region 9 Local Educational Consortium (LEC), hereinafter referred to as SUPERINTENDENT, and the **Placentia-Yorba Linda Unified School District**, 1301 East Orangethorpe Avenue, Placentia, California 92870, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

WITNESSETH:

WHEREAS, SUPERINTENDENT has entered into an Agreement with the California State Department of Health Care Services, hereinafter referred to as STATE, which is incorporated herein by this reference, to serve as the Local Educational Consortium (LEC) for the Region 9 in accordance with the California Welfare and Institutions Code Section 14132.47(c) (1); and

WHEREAS, SUPERINTENDENT has been designated by the STATE to represent school districts and county offices located in Region 9, hereinafter referred to as LEA (Local Education Agency) to administer School-Based Medi-Cal Administrative Activities (SMAA) described as Administrative Claiming process in the California Welfare and Institutions Code Section 14132.47(c) (1); and

WHEREAS, the goal of the School-Based Medi-Cal Administrative Activities (SMAA) Program is to improve the availability and

1 accessibility of Medi-Cal services to Medi-Cal eligible and
2 potentially eligible individuals, and their families where
3 appropriate, served by the SUPERINTENDENT and participating LEA'S; and

4 WHEREAS, DISTRICT is providing School-Based Medi-Cal
5 Administrative Activities and wishes to participate in the School-
6 Based Medi-Cal Administrative Activities Program.

7 NOW, THEREFORE, the Parties hereby agree as follows:

8 1.0 TERM. The term of this AGREEMENT shall be for a period of one
9 year commencing on July 1, 2024, and ending on June 30, 2025, subject
10 to termination as set forth in this AGREEMENT.

11 2.0 RESPONSIBILITIES OF SUPERINTENDENT.

12 a. Responsibilities of SUPERINTENDENT and DISTRICT will be
13 amended as necessary to comply with all Federal, state
14 and SUPERINTENDENT'S program requirements.

15 b. "Certify" to the STATE:

16 1. The amount of DISTRICT'S general funds or any other
17 funds allowed under Federal law and regulation
18 expended are allowable "Program activities".

19 2. The availability and expenditure of one hundred
20 percent (100%) of the non-Federal cost of performing
21 Program activities.

22 3. That DISTRICT expenditures represent costs that are
23 eligible for Federal financial participation for
24 that fiscal year.

25 c. Act as liaison between STATE and DISTRICT and as mandated
by STATE, attend STATE trainings.

- 1 d. As mandated, provide a software platform through a third
2 party vendor, through which the DISTRICT shall utilize
3 the Random Moment Time Survey (RMTS) process. Although
4 the SUPERINTENDENT will make every reasonable effort to
5 facilitate the use of the software platform, the
6 SUPERINTENDENT is not responsible for problems resulting
7 from software platform or system errors.
- 8 e. Represent DISTRICT'S issues, concerns, and questions at
9 scheduled statewide LEC Advisory Committee meetings,
10 STATE meetings, and SMAA Program work groups.
- 11 f. Conduct Region 9 LEC DISTRICT SMAA Coordinator meetings
12 and trainings and provide STATE approved training
13 materials and updates to DISTRICT.
- 14 g. On behalf of STATE, provide SMAA and RMTS program
15 technical assistance.
- 16 h. Code all RMTS moments and make available to the DISTRICT
17 its RMTS results. Coding is based on the presumption that
18 the responses received from the DISTRICT are accurate and
19 all necessary documentation exists to support it. The LEC
20 shall not be responsible for monitoring, reviewing or
21 verifying documentation for any coded moment.
- 22 i. Review and submit the Random Moment Time Survey (RMTS)
23 quarterly invoices and related supporting documentation
24 to the STATE on behalf of the DISTRICT and convey to the
25 DISTRICT by warrant all funds received on behalf of
DISTRICT from the STATE less any amount due the

1 SUPERINTENDENT as defined in Section 5.0 of this
2 AGREEMENT. No funds will be conveyed to DISTRICT for
3 invoices that have been disallowed by the STATE or any
4 federal agency.

5 j. Work with DISTRICT to resolve any outstanding matters that
6 prevent SUPERINTENDENT'S certification of claim.

7 k. Monitor SMAA and RMTS compliance of DISTRICT with all
8 Federal, STATE, and SUPERINTENDENT'S Program
9 requirements.

10 l. Designate an employee to act as liaison to DISTRICT
11 regarding issues relating to this AGREEMENT.

12 m. Offer the DISTRICT the option of the LEC preparing the
13 RMTS quarterly invoice for a mutually agreed to additional
14 fee (See Appendix "B").

15 n. Assist the DISTRICT with the calculation of the LEA Medi-
16 Cal Eligibility Rate or "Data Match percentage" from total
17 student enrollment data provided by the DISTRICT.

18 o. Provide DISTRICT access to STATE SMAA Appeal Process upon
19 request and appeal DISTRICT decision or action through
20 the STATE SMAA Appeal Process as necessary.

21 3.0 RESPONSIBILITIES OF DISTRICT.

22 a. Responsibilities of SUPERINTENDENT and DISTRICT will be
23 amended as necessary to comply with all Federal, STATE
24 and SUPERINTENDENT'S program requirements.

25 b. Comply fully with all Title XIX Federal, STATE, and
SUPERINTENDENT'S Program requirements.

- 1 c. RMTS software platform may be accessed only by employees
2 of the DISTRICT for RMTS purposes. DISTRICT agrees to
3 comply with the confidentiality and other requirements
4 associated with use of the RMTS software platform.
5 DISTRICT shall be responsible for any unauthorized use
6 and understands that the DISTRICT may be held liable.
- 7 d. Quarterly assess SMAA claiming potential within the
8 DISTRICT and determine which staff regularly perform SMAA-
9 related activities and what direct charges, if applicable,
10 will be claimed. The DISTRICT will determine which staff
11 participate in the quarterly Random Moment Time Survey
12 (RMTS).
- 13 e. Certify to the SUPERINTENDENT and STATE:
- 14 1. The amount of DISTRICT'S general funds or any other
15 funds allowed under Federal law and regulations expended
16 on the allowable "program activities".
- 17 2. The availability and expenditure, from allowable non-
18 Federal funding sources, of one hundred percent (100%)
19 of the cost of performing program activities.
- 20 3. Expenditures represent costs that are eligible for
21 Federal financial participation for that fiscal year.
- 22 f. If subcontracting for certain administrative activities,
23 provide SUPERINTENDENT with a copy of the DISTRICT'S
24 contract with vendor. DISTRICT may include vendor's
25 allowable costs on its invoice, to the extent that same
tasks are not performed by the SUPERINTENDENT and with

1 the understanding that the total annual vendor fees cannot
2 exceed fifteen percent (15%) of the DISTRICT total annual
3 reimbursement.

4 g. Ensure that DISTRICT'S designated SMAA Coordinator
5 attends quarterly Region 9 LEC SMAA Coordinators trainings
6 and meetings.

7 h. Adhere to timelines established by the STATE and
8 SUPERINTENDENT for completion of Program documentation
9 (e.g., Program invoices, Random Moment Time Survey (RMTS)
10 Rosters, Coding reports, etc.). Respond in a timely
11 manner to all STATE and SUPERINTENDENT requests for
12 information and documentation.

13 i. Respond to SUPERINTENDENT reviews with information and
14 corrected documents upon request and work with
15 SUPERINTENDENT to resolve any outstanding matters.

16 j. Appeal SUPERINTENDENT's decision through the STATE SMAA
17 LEA Appeal Process if necessary.

18 k. Complete quarterly Random Moment Time Survey (RMTS), as
19 required by the Centers for Medicare and Medicaid Services
20 (CMS), to determine the amount of paid time spent on
21 Program claimable activities.

22 l. DISTRICT will maintain a minimum response rate of eighty-
23 five percent (85%) of the moments assigned per time study
24 quarter. If DISTRICT is unable to maintain the required
25 response rate, DISTRICT will have sanctions applied

1 according to the School-Based Medi-Cal Administrative
2 Activities (SMAA) Manual.

3 m. Develop and maintain at the DISTRICT an Audit File to
4 include at a minimum the following:

- 5 • Training materials.
- 6 • Random Moment Time Survey (RMTS) Time Survey
7 Participant (TSP) Roster Reports and other
8 documentation, including validation of time
9 survey participant attendance.
- 10 • Time certification and supporting documentation
11 for direct charge staff.
- 12 • Job Descriptions.
- 13 • Medi-Cal Percentage documentation.
- 14 • Invoice documents and supporting documentation.
- 15 • Contracts/MOU.
- 16 • Organizational Charts.
- 17 • School Calendar.
- 18 • Resource Directories and outreach materials.
- 19 • Program review documentation.
- 20 • Alternative Format Plan.

21 n. Prepare and certify School-Based MAA invoices to the LEC
22 in conformance with STATE requirements and timelines
23 providing SUPERINTENDENT with copies of SMAA invoice
24 supporting documentation upon request.

25 o. DISTRICT agrees to maintain and preserve, documentation
for a period of not less than five years after termination
of Agreement and final payment from Department of Health
Care Services (DHCS) to SUPERINTENDENT, to permit
Department of Health Care Services (DHCS) or any duly
authorized representative, to have access to examine or
audit any pertinent books, documents, papers and records
related to this AGREEMENT and to allow interviews of any

1 employee who might reasonably have information related to
2 such records.

3 p. If DISTRICT'S AGREEMENT is in excess of Ten thousand
4 dollars (\$10,000.00), DISTRICT shall agree and comply with
5 the following terms and conditions:

6 1. Maintain books, records, documents, and other
7 evidence, accounting procedures and practices,
8 sufficient to properly reflect all direct and
9 indirect costs of whatever nature claimed to
10 have been incurred in the performance of this
11 AGREEMENT, including any matching costs and
12 expenses. The foregoing constitutes "records"
13 for the purpose of this provision.

14 2. DISTRICT'S facility or office or such part
15 thereof as may be engaged in the performance of
16 this AGREEMENT and its records shall be subject
17 at all reasonable times to inspection, audit,
18 and reproduction.

19 3. The Department of Health Care Services (DHCS),
20 the Department of General Services, the Bureau
21 of State Audits, or their designated
22 representatives including the Comptroller
23 General of the United States shall have the
24 right to review and to copy any records and
25 supporting documentation pertaining to the
performance of this AGREEMENT. DISTRICT agrees

1 to allow the auditor(s) access to such records
2 during normal business hours and to allow
3 interviews of any employees who might reasonably
4 have information related to such records.
5 Further, DISTRICT agrees to include a similar
6 right of the STATE to audit records and
7 interview staff related to performance of this
8 AGREEMENT.

- 9 4. Preserve and make available its records (1) for
10 a period of five (5) years from the date of final
11 payment under this AGREEMENT, and (2) for such
12 longer period, if any, as required by applicable
13 statute, by any other provision of this
14 AGREEMENT, or by subparagraphs (a) or (b) below:

15 (a) If this AGREEMENT is completely or partially
16 terminated, the records relating to the
17 work terminated shall be preserved and
18 made available for a period of five (5)
19 years from the date of resulting final
20 settlement.

21 (b) If any litigation, claim, negotiation,
22 audit, or other action involving the
23 records has been started before the
24 expiration of the five-year period, the
25 records shall be retained until completion
of the action and resolution of all issues

1 which arise from it, or until the end of
2 the regular five-year period, whichever is
3 later.

4 5. DISTRICT shall comply with the above
5 requirements and be aware of the penalties for
6 violations of fraud and for obstruction of
7 investigation as set forth in Public Contract
8 Code §10115.10, if applicable.

9 6. DISTRICT, may at its discretion, following
10 receipt of final payment under this AGREEMENT,
11 reduce its accounts, books and records related
12 to this AGREEMENT to microfilm, microfiche,
13 digital format, computer disk, CD ROM, DVD, or
14 their data storage medium. Upon request by an
15 authorized representative to inspect, audit or
16 obtain copies of said records, DISTRICT must
17 supply or make available applicable devices,
18 hardware, and/or software necessary to view,
19 copy and/or print said records. Applicable
20 devices may include, but are not limited to
21 microfilm/microfiche readers and
22 microfilm/microfiche printers, image retrieval
23 software and/or printers, etc.

24 q. The STATE, through any authorized representatives, has
25 the right at all reasonable times to inspect or otherwise
evaluate the work performed or being performed hereunder

1 and the premises in which it is being performed. If any
2 inspection or evaluation is made of the premises of
3 DISTRICT, DISTRICT shall provide all reasonable
4 facilities and assistance for the safety and convenience
5 of the authorized representative in the performance of
6 their duties. All inspections and evaluations shall be
7 performed in such a manner as will not unduly delay the
8 work.

9 r. In the event an invoice is revised or is disallowed by
10 the STATE, agree to reimburse SUPERINTENDENT within thirty
11 (30) days of receipt of an invoice from SUPERINTENDENT
12 evidencing SUPERINTENDENT'S payment to the STATE for
13 DISTRICT'S revised or disallowed invoice.

14 s. Ensure no duplicative billings.

15 t. Hold SUPERINTENDENT harmless from any Federal
16 disallowance of SMAA claim payments made to DISTRICT by
17 the STATE.

18 u. Designate an employee to act as a liaison with
19 SUPERINTENDENT to provide DISTRICT specific information
20 relative to SMAA Program administration and fiscal issues.

21 v. Provide SUPERINTENDET with student data files required
22 for the calculation of the LEA Medi-Cal Eligibility Rate
23 or "Data Match percentage".

24 w. Complete and return with the fully executed AGREEMENT,
25 SUPERINTENDENT'S School-Based Medi-Cal Administrative
Activities (SMAA) District Information, Appendix "A", the

1 School-Based Medi-Cal Administrative Activities (SMAA)
2 LEC Fee Information, Appendix "B", Certification
3 Regarding Lobbying, Appendix "C", School-Based Medi-Cal
4 Administrative Activities (SMAA) Agreement for Disclosure
5 and Use of Medi-Cal Data, Appendix "D", attached hereto
6 and incorporated by reference herein.

7 4.0 DATA USE AGREEMENT. The Parties agrees to secure data and
8 documents that reside in the California Department of Health Care
9 Services (DHCS) Medi-Cal system of records, or with its agents, to
10 ensure the integrity, security, and confidentiality of such data and
11 documents, and to permit only appropriate disclosure and use as may
12 be permitted by law as specified in School-Based Medi-Cal
13 Administrative Activities (SMAA) Agreement for Disclosure and Use of
14 Medi-Cal Data (DATA USE AGREEMENT), Appendix "D", attached hereto and
15 incorporated by reference herein. The DATA USE AGREEMENT must be signed
16 by the Custodian of Records on behalf of the DISTRICT.

17 5.0 DISTRICT CLAIM REIMBURSEMENT. Upon satisfactory compliance of
18 DISTRICT'S responsibilities outlined in Section 3.0 of this AGREEMENT
19 and after SUPERINTENDENT has received reimbursement from the STATE for
20 DISTRICT'S quarterly SMAA claim(s), SUPERINTENDENT shall convey to
21 DISTRICT by warrant, all funds received on behalf of DISTRICT from the
22 STATE less any amount due the SUPERINTENDENT and STATE as determined
23 in Section 6.0 below. No funds will be conveyed to DISTRICT for
24 invoices that have been revised or disallowed by the STATE or Federal.
25 Payment to DISTRICT shall be made within forty-five (45) days of
receipt and reconciliation of STATE funds by SUPERINTENDENT.

1 6.0 FEE SCHEDULE.

2 a. SUPERINTENDENT'S LEC Fees.

3 1. After SUPERINTENDENT has received reimbursement
4 from the STATE for DISTRICT'S quarterly SMAA
5 claim(s), SUPERINTENDENT will transfer to
6 DISTRICT an amount equal to the Federal share
7 of cost received as reimbursement for DISTRICT'S
8 SMAA claim submitted by DISTRICT, less our fee
9 as described on the School-Based Medi-Cal
10 Administrative Activities (SMAA) LEC Fee
11 Information form, Appendix "B".

12 2. Optional Services. If the DISTRICT selects the
13 option of having the LEC prepare the RMTS
14 quarterly invoice, as described on the School-
15 Based Medi-Cal Administrative Activities (SMAA)
16 LEC Fee Information form, Appendix "B".

17 b. The obligations of SUPERINTENDENT and DISTRICT under this
18 AGREEMENT are contingent upon the availability of funds
19 furnished by the United States Government and the State
20 of California. In the event that such funding is
21 terminated or reduced, this AGREEMENT may be terminated,
22 and SUPERINTENDENT'S and DISTRICT'S fiscal obligations
23 hereunder shall be limited to a pro-rated amount of
24 funding actually received by the SUPERINTENDENT and
25 DISTRICT from the United States Government and the State
of California under this AGREEMENT. SUPERINTENDENT shall

1 provide DISTRICT written notification of such
2 termination. Notice shall be deemed given when received
3 by the DISTRICT or no later than three (3) days after the
4 day of mailing, whichever is sooner.

5 7.0 FEDERAL CLAIMING.

6 a. TITLE 31 - Money and Finance, Subtitle V - General
7 Assistance Administration, Chapter 75 - Requirements for
8 Single Audits, Section 7502 requires each pass through
9 entity provide the sub-recipient program names and any
10 identifying numbers from which such assistance is derived.
11 The Catalog of Federal Domestic Assistance (CFDA) number
12 for this Federal program is 93.778, Medical Assistance
13 Program (Medi-Cal).

14 b. A "Vendor" means a dealer, distributor, merchant, or other
15 seller providing goods or services that are required for
16 the conduct of a Federal program. These goods or services
17 may be for an organization's own use or for the use of
18 beneficiaries of the Federal program. Additional guidance
19 on distinguishing between a sub-recipient and a vendor is
20 provided in OMB Circular A-133.

21 8.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of
22 this AGREEMENT, shall be and act as an independent contractor.
23 SUPERINTENDENT understands and agrees that he/she and all of his/her
24 employees shall not be considered officers, employees or agents of the
25 DISTRICT, and are not entitled to benefits of any kind or nature
normally provided employees of the DISTRICT and/or to which DISTRICT'S

1 employees are normally entitled, including, but not limited to, State
2 Unemployment Compensation or Workers' Compensation. SUPERINTENDENT
3 assumes full responsibility for the acts and/or omissions of his/her
4 employees or agents as they relate to the services to be provided
5 under this AGREEMENT. SUPERINTENDENT shall assume full responsibility
6 for payment of all Federal, STATE and local taxes or contributions,
7 including unemployment insurance, social security and income taxes
8 with respect to SUPERINTENDENT'S employees.

9 9.0 COPYRIGHT. DISTRICT understands and agrees that all forms, plans,
10 and related instructional materials developed by SUPERINTENDENT or
11 DISTRICT under this AGREEMENT shall become the exclusive property of
12 the Department of Health Care Services. The Department of Health Care
13 Services shall have all right, title and interest in said matters,
14 including the right to secure and maintain the copyright, trademark
15 and/or patent all forms and related instructional materials developed
16 under this AGREEMENT.

17 10.0 HOLD HARMLESS.

- 18 a. SUPERINTENDENT hereby agrees to indemnify, defend, and
19 hold harmless DISTRICT, its Governing Board, and its
20 officers, agents, and employees from liability and claims
21 of liability for bodily injury, personal injury, sickness,
22 disease, or death of any person or persons, or damage to
23 any property, real, personal, tangible or intangible,
24 arising out of the negligent acts or omissions of
25 employees, agents or officers of SUPERINTENDENT or the

1 Orange County Board of Education during the term of this
2 AGREEMENT.

- 3 b. DISTRICT hereby agrees to indemnify, defend, and hold
4 harmless SUPERINTENDENT, the Orange County Board of
5 Education, and its officers, agents, and employees from
6 liability and claims of liability for bodily injury,
7 personal injury, sickness, disease, or death of any person
8 or persons, or damage to any property, real, personal,
9 tangible or intangible, arising out of the negligent acts
10 or omissions of employees, agents or officers of DISTRICT
11 during the term of this AGREEMENT.

12 11.0 CONFIDENTIALITY.

- 13 a. SUPERINTENDENT and DISTRICT shall maintain
14 confidentiality of their respective records and
15 information, governing the confidentiality of client or
16 student information for Medi-Cal clients served under this
17 AGREEMENT. Applicable laws include, but are not limited
18 to, 42 U.S.C. Section 1396a(a)7, 42 CFR Section 431.300,
19 Welfare and Institutions Code, Section 14100.2 and 22
20 California Code of Regulations Section 51009 and all
21 applicable Federal and/or STATE laws or regulations as
22 each may now exist or be hereafter amended. The
23 confidentiality obligations contained in this section
24 shall survive termination of this AGREEMENT.
- 25 b. DISTRICT understands and agrees to take all reasonable
steps to avoid unauthorized disclosure of any of

1 SUPERINTENDENT'S agents' proprietary data provided for
2 purposes of this AGREEMENT hereinafter defined as data
3 file specifications, related instructions, management
4 reports, training materials, plans or other information
5 relating to the performance of SUPERINTENDENT'S agents
6 services hereunder, disclosed by SUPERINTENDENT to
7 DISTRICT pursuant to this AGREEMENT. DISTRICT shall not
8 during or after the term of this AGREEMENT, permit the
9 copying, duplication, or use of any of SUPERINTENDENT'S
10 agents' proprietary data by or to any person other than
11 authorized employees, agents or representatives of
12 DISTRICT.

13 12.0 ACCURACY OF INFORMATION. DISTRICT shall make reasonable effort
14 to assure that the information supplied to SUPERINTENDENT hereunder
15 shall be true, complete, and accurate in all respects. DISTRICT shall
16 assume sole responsibility for the truth, completeness and accuracy
17 of all information supplied to SUPERINTENDENT and agrees that
18 SUPERINTENDENT shall have no responsibility or liability for the
19 truth, completeness or accuracy of any information submitted by
20 DISTRICT hereunder. SUPERINTENDENT reserves the right to not certify
21 SMAA invoice(s) that do not comply with STATE and Federal SMAA
22 requirements.

23 13.0 LIMITATION OF LIABILITY. SUPERINTENDENT shall not be liable for
24 damages or losses to DISTRICT employees, agents, independent
25 contractors or students relating to lost medical services or lost data
under this AGREEMENT. SUPERINTENDENT shall not be liable for any sums

1 DISTRICT does not obtain in reimbursement from the STATE, or for any
2 incidental, indirect, special or consequential damages to DISTRICT
3 arising from the denial of any request for reimbursement from the
4 STATE.

5 14.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this
6 AGREEMENT shall not be assigned by the DISTRICT without prior written
7 approval of SUPERINTENDENT.

8 15.0 COMPLIANCE WITH APPLICABLE LAWS. The services completed herein
9 must meet the approval of the DISTRICT and shall be subject to the
10 DISTRICT'S general right of inspection to secure the satisfactory
11 completion thereof. SUPERINTENDENT and DISTRICT agree to comply with
12 all Federal, STATE and local laws, rules, regulations and ordinances
13 that are now or may in the future become applicable to SUPERINTENDENT
14 or DISTRICT'S, equipment and personnel engaged in operations covered
15 by this AGREEMENT or accruing out of the performance of such
16 operations.

17 16.0 LOBBYING RESTRICTIONS AND DISCLOSURE CERTIFICATION. DISTRICT
18 shall complete and return with the fully executed AGREEMENT the
19 Certification Regarding Lobbying form, Appendix "C", attached hereto
20 and incorporated by reference herein, that the DISTRICT has not made,
21 and will not make, any payment prohibited by Item 1 of the
22 Certification Regarding Lobbying form.

23 17.0 DEBARMENT AND SUSPENSION CERTIFICATION. By signing this
24 AGREEMENT, DISTRICT certifies to the best of its knowledge and belief,
25 that it:

- 1 a. Is not presently debarred, suspended, proposed for
2 debarment, declared ineligible, or voluntarily excluded
3 by any federal department or agency;
- 4 b. Has not within a three-year period preceding this
5 AGREEMENT been convicted of or had a civil judgement
6 rendered against them for commission of fraud or a
7 criminal offense in connection with obtaining, attempting
8 to obtain, or performing a public (Federal, STATE or
9 local) transaction or contract under a public transaction;
10 violation of Federal or STATE antitrust statutes or
11 commission of embezzlement, theft, forgery, bribery,
12 falsification or destruction of records, making false
13 statements, or receiving stolen property.
- 14 c. Is not presently indicted for or otherwise criminally or
15 civilly charged by a government entity (Federal, STATE or
16 local) with commission of any of the offenses enumerated
17 in Section 16.0(b) herein; and
- 18 d. Has not within a three-year period preceding this
19 AGREEMENT had one or more public transactions (Federal,
20 STATE or local) terminated for cause or default.
- 21 e. The terms and definitions herein have the meanings set
22 out in the Definitions and Coverage sections of the rules
23 implementing Federal Executive Order 12549.
- 24 f. If DISTRICT is unable to certify to any of the statements
25 in this certification, DISTRICT shall submit an
explanation to SUPERINTENDENT.

1 g. If DISTRICT knowingly violates this certification, in
2 addition to other remedies available to the Federal
3 Government, the Department of Health Care Services (DHCS)
4 may terminate this AGREEMENT for cause or default.

5 18.0 ALTERNATIVE FORMAT. Under federal and state law, including the
6 Americans with Disabilities Act, discrimination against qualified
7 members of the public participating in public programs based on
8 disability is prohibited. A person is a qualified member of the public
9 if they are an appropriate person with whom a public agency should or
10 would communicate. The rights of persons with disabilities must be
11 protected to ensure meaningful and equal access to public services,
12 including but not limited to Medi-Cal and other programs that DHCS
13 oversees in whole or in part through partnerships with other entities.

14 a. SUPERINTENDENT and DISTRICT are required to provide
15 auxiliary aids and services, free of charge, to ensure
16 all qualified persons with speech, hearing, and/or vision
17 disabilities can effectively communicate and participate
18 in public programs, services, and/or activities.

19 b. SUPERINTENDENT and DISTRICT must also provide auxiliary
20 aids and services to a family member, friend, or associate
21 of the program participant if said individual is
22 identified as the beneficiary's authorized
23 representative, or it is someone with whom it is
24 appropriate to communicate (e.g., a disabled parent of a
25 beneficiary).

1 c. If an alternative format request is received from a
2 qualified member of the public all documents provided to
3 the beneficiary must be provided in the alternative format
4 within two months of the request. All subsequent
5 documentation provided to that individual must be in the
6 requested alternative format.

7 d. In accordance with the Provider Participation Agreement
8 and Addendum thereto, the California School-Based Medi-
9 Cal Administrative Activities Manual (SMAA Manual) and
10 DHCS's Policy and Procedure Letters, SUPERINTENDENT and
11 DISTRICT are required to develop a plan to meet
12 alternative format requirements by August 1, 2023 and to
13 continuously monitor the plan's effectiveness.

14 e. The Alternative Format plan must be stored and maintained
15 in the DISTRICT's audit records.

16 19.0 HIPAA. DISTRICT agrees to inform all students and faculty of the
17 importance of complying with all relevant State and Federal
18 confidentiality laws, including the Health Insurance Portability and
19 Accountability Act of 1996 (HIPPA) to the extent applicable. In
20 addition, DISTRICT agrees to provide students and faculty with training
21 in the requirements of the privacy and security provisions of HIPAA
22 and to advise them of the importance of complying with Facility's
23 policies and procedures relative to HIPAA.

24 20.0 NON-DISCRIMINATION. In the performance of this AGREEMENT,
25 SUPERINTENDENT and DISTRICT agree that they shall not engage nor employ
any unlawful discriminatory practices in employment of personnel or in

1 any other respect on the basis of sex, race, color, ethnicity, national
2 origin, ancestry, religion, age, marital status, medical condition,
3 sexual orientation, physical or mental disability or any other
4 protected group in accordance with the requirements of all applicable
5 Federal or STATE law.

6 21.0 TOBACCO USE POLICY. In the interest of public health,
7 SUPERINTENDENT provides a tobacco-free environment. Smoking or the use
8 of any tobacco products are prohibited in buildings and vehicles, and
9 on any property owned, leased or contracted for by the SUPERINTENDENT
10 pursuant to SUPERINTENDENT' Policy 400-7. Failure to abide with
11 conditions of this policy could result in the termination of this
12 AGREEMENT.

13 22.0 TERMINATION. SUPERINTENDENT or DISTRICT may, at any time, with
14 or without cause, terminate this AGREEMENT with the giving of thirty
15 (30) days prior written notice to the other party. However, once
16 SUPERINTENDENT has submitted a RMTS Roster Report to the Department
17 of Health Care Services (DHCS), according to the School-Based Medi-
18 Cal Administrative Activities (SMAA) Manual, DISTRICT may not
19 terminate until the next quarter survey period.

20 23.0 NOTICE. All notices or demands to be given under this AGREEMENT
21 by either party to the other shall be in writing and given either by:
22 (a) personal service or (b) by U.S. Mail, mailed either by registered
23 or certified mail, return receipt requested, with postage prepaid.
24 Service shall be considered given when received if personally served
25 or if mailed on the third day after deposit in any U.S. Post Office.
The address to which notices or demands may be given by either party

1 may be changed by written notice given in accordance with the notice
2 provisions of this section. As of the date of this AGREEMENT, the
3 addresses of the parties are as follows:

4 DISTRICT: Placentia-Yorba Linda Unified School District
5 1301 East Orangethorpe Avenue
6 Placentia, CA 92870
7 Attn: _____

8 SUPERINTENDENT: Orange County Superintendent of Schools
9 200 Kalmus Drive
10 Costa Mesa, California 92626
11 Attn: Patricia McCaughey

12 24.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek
13 redress for violation of, or to insist upon, the strict performance
14 of any term or condition of this AGREEMENT shall not be deemed a waiver
15 by that party of such term or condition, or prevent a subsequent
16 similar act from again constituting a violation of such term or
17 condition.

18 25.0 SEVERABILITY. If any term, condition or provision of this
19 AGREEMENT is held by a court of competent jurisdiction to be invalid,
20 void, or unenforceable, the remaining provisions will nevertheless
21 continue in full force and effect, and shall not be affected, impaired
22 or invalidated in any way.

23 26.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall
24 be governed by the laws of the State of California with venue in Orange
25 County, California.

26 27.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits
27 attached hereto constitute the entire agreement among the Parties to
28 it and supersedes any prior or contemporaneous understanding or
29

1 agreement with respect to the services contemplated, and may be amended
2 only by a written amendment executed by both Parties to the AGREEMENT.

3 IN WITNESS WHEREOF, the Parties hereto set their hands.

4 DISTRICT: PLACENTIA-YORBA LINDA
5 UNIFIED SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

6 BY: _____
Authorized Signature

BY:  _____
Authorized Signature

7 PRINTED NAME: _____

PRINTED NAME: Patricia McCaughey

8 TITLE: Assistant Superintendent

TITLE: Director

9 DATE: _____

DATE: April 23, 2024

11 Placentia-Yorba Linda Unified School District (10005216)2024-25
12 Zip 6



Local Educational Consortium School-Based Medi-Cal Administrative Activities
Region 9 • Imperial, Orange, and San Diego Counties
Administered by the Orange County Superintendent of Schools

**SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)
DISTRICT INFORMATION
2024-2025**

1 DISTRICT/SCHOOL

<i>District/School Name</i>	<i>County</i>
Claiming Unit: <i>If different than name above.</i>	

2 DISTRICT SMAA COORDINATOR

<i>Name</i>	<i>District Job Title</i>	
<i>Street Address</i>	<i>City, State, Zip</i>	
<i>Mailing Address (if different than street address)</i>	<i>City, State, Zip</i>	
<i>Phone (please include extension)</i>	<i>Fax</i>	<i>Email</i>
Check the box for this person to:		
<div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"></div> <div style="width: 40%; text-align: center;"> have access to the RMTS system receive RMTS late notifications </div> <div style="width: 30%;"></div> </div>		

3 SUPERVISOR OF DISTRICT SMAA COORDINATOR

<i>Name</i>	<i>District Job Title</i>	
<i>Phone (please include extension)</i>	<i>Fax</i>	<i>Email</i>
Check the box for this person to:		
<div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"></div> <div style="width: 40%; text-align: center;"> be included in all program communications have access to the RMTS system receive RMTS late notifications </div> <div style="width: 30%;"></div> </div>		

4. ALTERNATE DISTRICT CONTACT – SMAA COORDINATOR DESIGNEE/ASSISTANT (1)

<i>Name</i>	<i>District Job Title</i>	
<i>Phone (please include extension)</i>	<i>Fax</i>	<i>Email</i>
Check the box for this person to:		
<div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"></div> <div style="width: 40%; text-align: center;"> be included in all program communications have access to the RMTS system receive RMTS late notifications </div> <div style="width: 30%;"></div> </div>		

**SCHOOL-BASED MEDICAL ADMINISTRATIVE ACTIVITIES (SMAA)
DISTRICT INFORMATION
2024-2025**

ALTERNATE DISTRICT CONTACT – SMAA COORDINATOR DESIGNEE/ASSISTANT (2)

<i>Name</i>	<i>District Job Title</i>
<i>Phone (please include extension)</i>	<i>Fax</i>
<i>Email</i>	

Check the box for this person to:

☐ be included in all program communications
☐ have access to the RMTS system
☐ receive RMTS late notifications

5. ALTERNATE DISTRICT CONTACT – FISCAL DESIGNEE

<i>Name</i>	<i>District Job Title</i>
<i>Phone (please include extension)</i>	<i>Fax</i>
<i>Email</i>	

Check the box for this person to:

☐ be included in all program communications
☐ have access to the RMTS system

6. SMAA INVOICE SUBCONTRACTOR/THIRD-PARTY VENDOR

<i>Company Name</i>	
<i>Contact</i>	<i>Contact Job Title</i>
<i>Phone</i>	<i>Email</i>

7. LEA BILLING OPTION PROGRAM SUBCONTRACTOR/THIRD-PARTY VENDOR

<i>Company Name</i>	
<i>Contact</i>	<i>Contact Job Title</i>
<i>Phone</i>	<i>Email</i>

PRINTED NAME OF PERSON FILLING OUT FORM

JOB CLASSIFICATION TITLE

DATE

**SCHOOL-BASED MEDICAL ADMINISTRATIVE ACTIVITIES (SMAA)
LEC FEE INFORMATION
2024-2025**

SUPERINTENDENT'S LEC Fee for Administrative Support

After SUPERINTENDENT has received reimbursement from the STATE for DISTRICT'S quarterly SMAA claim(s), SUPERINTENDENT will transfer to DISTRICT an amount equal to the Federal share of cost received as reimbursement for DISTRICT'S SMAA claim submitted by DISTRICT, less four and one-half percent (4.5%) fee per quarterly claim which will be used to support SUPERINTENDENT'S SMAA administration. The four and one-half percent (4.5%) LEC fee may be amended as necessary to support compliance with all Federal, STATE and SUPERINTENDENT'S program requirements.

Included in the LEC fee is the DISTRICT'S share of the STATE Participation Fee assessed to each LEC region, based on the STATE'S cost for administering the SMAA claiming process, RMTS Software Platform Fee, which is based on the District's actual cost of utilizing the RMTS Software Platform through a third-party administrator selected by Region 9 LEC for the Random Moment Time Survey. In addition, the SUPERINTENDENT will assist the DISTRICT with the calculation or transmission of student data files to the DHCS for calculation of the Medi-Cal Eligibility Rate or "Data Match percentage."

SUPERINTENDENT'S OPTIONAL SERVICES FEE

The following optional service is being offered to support and provide an additional option for participating districts regarding the preparation of the SMAA program's invoice claims. If the DISTRICT selects the optional service, an additional two percent (2.0%) will be in addition to the LEC Fee percentage but billed separately by the SUPERINTENDENT.

SUPERINTENDENT will request from DISTRICT the fiscal information required to complete the SMAA invoice claim. Time Study Participant pool lists will be provided with the request to assist with collection of information. SUPERINTENDENT will prepare SMAA invoice claims in accordance with program guidelines approved by DHCS, based on information supplied by the DISTRICT for each fiscal quarter during the Term of the Agreement. SUPERINTENDENT will establish and maintain a secure file transfer protocol (SFTP) site for the transmission of all fiscal related documentation. Once notified that claims have been prepared and are ready for district's review, the DISTRICT will confirm that the final invoice is ready for electronic signatures. The SUPERINTENDENT will process and submit to DHCS for processing.

SUPERINTENDENT will provide annual training to the DISTRICT SMAA Coordinator and relevant finance/business office staff.

Please indicate below, the DISTRICT’s response to the optional service being offered and return with the fully executed AGREEMENT.

Optional Service – Please check YES or NO.		Effective Date
<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	July 1, 2024 – June 30, 2025

DISTRICT:	Placentia-Yorba Linda Unified School District
BY:	
	Authorized Signature
PRINTED NAME:	Gary Stine
TITLE:	Assistant Superintendent of Business Services
DATE:	

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency of the United States Government, a Member of Congress in connection with the making, awarding or entering into this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, 'Disclosure of Lobbying Activities' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contractors, sub-grants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DISTRICT: Placentia-Yorba Linda Unified School District

BY: _____
Authorized Signature

PRINTED NAME: Gary Stine

TITLE: Assistant Superintendent of Business Services

DATE: _____

SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA) AGREEMENT FOR DISCLOSURE AND USE OF MEDI-CAL DATA

DISTRICT and SUPERINTENDENT agree to secure data and documents that reside in the California Department of Health Care Services (DHCS) Medi-Cal systems of records, or with its agents, to ensure the integrity, security, and confidentiality of such data and documents, and to permit only appropriate disclosure and use as may be permitted by law.

DISTRICT and SUPERINTENDENT mutually agree that the following named individual is designated as “Custodian of the Files” on behalf of the DISTRICT and shall be responsible for the observance of all conditions of use and for establishment and maintenance of security to prevent unauthorized acquisition, access, use or disclosure. The DISTRICT agrees to notify SUPERINTENDENT of any change to the custodianship information. DISTRICT and SUPERINTENDENT mutually agree, that these related data file(s) will be used solely for the following purpose: to allow the LEC to verify the Medi-Cal eligibility of beneficiaries in order to establish the Medi-Cal Eligibility Ratio (MER) to submit claims for the School-Based Medi-Cal Administrative Activities (SMAA) program. Local Educational Agencies (LEAs) within the LEC region must first determine their MER.

DISTRICT and SUPERINTENDENT mutually agree that the creation, receipt, maintenance, transmittal and disclosure of data from DHCS containing PHI or PI shall be subject to the provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH Act) and their implementing privacy and security regulations, which include the final Omnibus Rule, at 45 Code of Federal Regulations parts 160 and 164 (HIPAA regulations), the provisions of the California Information Practices Act (IPA) at Civil Code section 1798 et. seq., Confidentiality of Substance Use Disorder Patient Records at 42 Code of Federal Regulations part 2, and the provisions of other applicable federal and state laws. DISTRICT agrees they will not use such data for any purpose other than that stated in the above paragraph of this Agreement. DISTRICT agrees that access to the data covered by this Agreement shall be limited to the minimum number of individuals necessary to achieve the purpose stated above.

DISTRICT agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or access to it. The safeguards shall provide a level and scope of security that is not less than the level and scope of security established in HIPAA, the HITECH Act, and the HIPAA Regulations, Final Omnibus Rule as set forth in 45 CFR, parts

160, 162 and 164 of the HIPAA Privacy and Security Regulations. DISTRICT also agrees to ensure that any agents, including a subcontractor to whom they provide DHCS data, agrees to the same requirements for privacy and security safeguards for confidential data that apply to the DISTRICT.

DISTRICT acknowledges that penalties under 45 Code of Federal Regulations, parts 160, 162and 164 of the HIPAA regulations, and Welfare and Institutions Code section 14100.2, including possible fines and imprisonment, may apply with respect to any disclosure of information in the file(s) that is inconsistent with the terms of this Agreement. DISTRICT further acknowledges that criminal penalties under the Confidentiality of Medical Information Act (Civ. Code § 56) may apply if it is determined that DISTRICT, or any individual employed or affiliated therewith, knowingly and willfully obtained any data under false pretenses.

On behalf of DISTRICT, the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all of the terms specified herein.

Gary Stine, Assistant Superintendent of Business Services

Name and Title of Custodian of Files

Placentia-Yorba Linda Unified School District

District Name

1301 E. Orangethorpe Ave. Placentia, Ca 92870

District Address

714-985-8419 / gstine@pylusd.org

Custodian’s Phone Number / Email Address

Custodian’s Signature

Date

TRANSPORTATION ROUTING SOFTWARE

Background

The Transportation Department has hosted and used Tyler Technologies routing and planning software and TOM field trip software since 2011. Last year, Tyler Technologies upgraded to Traversa, which is a cloud-based transportation solution. Traversa Transportation Solution is a comprehensive program that includes functionality for routing, activity trips, and MyRide Parent Application. The district will continue to use Traversa software for student routing for the 2024-25 school year.

Renewal of the agreement for student transportation solution software with Tyler Technologies Traversa will give the district the capability for flexible routing, scheduling, and accessing ridership data.

Financial Impact

General Fund (0101) NTE \$28,400 Annually

Administrator

Gary Stine, Assistant Superintendent, Administrative Services

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 4, 2024**

**INDEPENDENT CONTRACTOR AGREEMENT WITH ACADEMIC ENTERTAINMENT FOR
THE 2024-25 SCHOOL YEAR**

Background

Before the opening of each school year, we establish and renew several independent contract agreements with vendors used by multiple sites and bring them to the Board for approval as a blanket request for the current school year.

Placentia-Yorba Linda Unified School District would like to continue to utilize programs offered by Academic Entertainment. Academic Entertainment offers a diverse selection of inspiring programs and assemblies for TK-6 elementary students. Their assemblies are designed to teach important concepts in science, math, history and literature, while also engaging students with humor, music, and interactive elements. Academic Entertainment performers are experts in their fields and work closely with teachers to ensure that their performances align with classroom curricula. This agreement will allow schools to schedule assemblies during the 2024-25 school year.

Financial Impact

Budgeted gift or site funds, NTE: \$8,000 per school site

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Dr. Liz Leon, Director, Elementary Education

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

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between _____, hereinafter referred to as "Consultant," and the Placentia-Yorba Linda Unified School District, hereinafter referred to as "District."

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

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

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

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

CONSULTANT:

Name of Vendor: _____

Is individual retired from Cal STRS: Yes _____ No _____

from CalPERS: Yes _____ No _____ If yes, date retired: _____

Signature: _____

Phone #: _____

Fax #: _____

Date: _____

Social Security/Tax ID _____

DISTRICT:

Placentia-Yorba Linda Unified School District

By: _____

Assistant Superintendent, Business Services

Address: 1301 E. Orangethorpe, Placentia, CA 92870

Date: _____

Approved by Board: _____

(Date)

TERMS AND CONDITIONS OF AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 4, 2024**

**AERIES SOFTWARE, INC. (PARENT SQUARE) SERVICE FOR ELEMENTARY SCHOOLS
FOR THE 2024-25 SCHOOL YEAR**

Background

Placentia-Yorba Linda Unified School District would like to continue to utilize the unique programs offered by Aeries Software, Inc. (Parent Square). Parent Square is a school-to-home communication tool used to communicate frequently and effectively with families for TK-6 elementary students. This private, two-way message system allows all school, grade-level, and classroom information to be sent from one centralized place to a home computer or mobile phone via email or text. Families can choose how and when they want to be notified in their language of preference. This platform is a safe way for home-to-school communication to thrive. Although families can receive messages, they cannot “reply all” and send messages to all recipients. Communication is monitored and controlled through the school site principal, and parents are provided with the opportunity to opt out of notifications.

Parent Square helps create a welcoming, inclusive environment for families with two-way communication, keeping them engaged with built-in positive messaging. Each student’s contact information is imported from Aeries, the Placentia-Yorba Linda Unified School District student information system. Families will receive classroom and school notifications, RSVP to school events, and sign up for volunteer opportunities. Families currently receive school communications in a variety of ways, depending on the individual teacher. Parent Square will allow families to access information from one single, organized platform instead of searching in multiple places for school communication. Approve the submission of the Parent Square services for elementary schools for the 2024-25 school year.

Financial Impact

Budgeted gift or site funds, NTE: \$6,000 per school site

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Dr. Liz Leon, Director, Elementary Education

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 4, 2024**

**INDEPENDENT CONTRACTOR AGREEMENT WITH ART MASTERS ACADEMY, LCC FOR
THE 2024-25 SCHOOL YEAR**

Background

Before the opening of each school year, we establish and renew several independent contract agreements with vendors used by multiple sites and bring them to the Board for approval as a blanket request for the current school year.

Placentia-Yorba Linda Unified School District would like to continue to utilize the distinctive art lessons offered by Art Masters Academy, LLC. Art Masters Academy provides art lessons and teaching services for TK-6 elementary students. Art Master Academy assemblies are age appropriate and conducted per grade/group level, showcasing stories about each master artist, understanding of the time period in which the artist lived, and introducing a skill that is the basis for each art lesson. Students will create a work of art in the “art-style” of the master artist introduced in the assembly and will have the opportunity to practice the skill that was introduced. Art lessons utilize a variety of art materials to include collage, watercolor pencils, tempera paint, chalk, oil pastels, and color pencils. This agreement will allow schools to schedule assemblies and workshops during the 2024-25 school year.

Financial Impact

Budgeted gift or site funds, NTE: \$3,000 per school site

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Dr. Liz Leon, Director, Elementary Education

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

THIS AGREEMENT is made and entered into this 20th day of June, 2024, by and between ART MASTERS ACADEMY, LLC, hereinafter referred to as "Consultant," and the Placentia-Yorba Linda Unified School District, hereinafter referred to as "District."

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

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

PROVIDER OF ART EDUCATION LECTURES AND ART ACTIVITIES FOR DISTRICT-WIDE ELEMENTARY SCHOOLS FOR THE 2024-25 SCHOOL YEAR AS ORDERED

BY EACH SCHOOL SITE

2. The Consultant/Contractor will commence providing services under this **AGREEMENT** on June 20, 2024, and will diligently perform as required and complete performance by JUNE 30, 2025. The Consultant/Contractor will perform said services as an independent Consultant/Contractor and not as an employee of the District. Consultant/Contractor shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.
3. The District will prepare and furnish to the Consultant/Contractor upon request such information as is reasonably necessary to the performance of this **AGREEMENT**.
4. The District shall pay the Consultant/Contractor the total amount of \$ NTE: \$3,000 PER/SITE 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: ART MASTERS LEGACY, LLC

Is individual retired from Cal STRS: Yes ☐ No ☒

from CalPERS: Yes ☐ No ☒ If yes, date retired: _____

Signature: 

Phone #: 949-616-5484

Fax #: /

Date: 4-30-24

Social Security/Tax ID 93-1473390

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 AC.

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 AC.

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 AC.

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 AC.
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.

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 4, 2024**

**INDEPENDENT CONTRACTOR AGREEMENT WITH BMX FREESTYLE TEAM, LLC FOR
THE 2024-25 SCHOOL YEAR**

Background

Before the opening of each school year, we establish and renew several independent contract agreements with vendors used by multiple sites and bring them to the board for approval as a blanket request for the current school year.

Placentia-Yorba Linda Unified School District would like to continue to utilize the distinctive assemblies offered by BMX Freestyle Team, LLC. The BMX Freestyle Team provides grade-level positive behavior assemblies for TK-6 elementary students and 6-8 middle schools. Assemblies focus on educating students through action sports entertainment and include powerful messages on bike safety, the importance of education, healthy lifestyles, saying no to drugs, and anti-bullying. This agreement will allow schools to schedule assemblies during the 2024-25 school year.

Financial Impact

Budgeted gift or site funds, NTE: \$8,000 per school site

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Dr. Liz Leon, Director, Elementary Education

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

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between _____, hereinafter referred to as "Consultant," and the Placentia-Yorba Linda Unified School District, hereinafter referred to as "District."

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

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

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

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

CONSULTANT:

Name of Vendor: _____

Is individual retired from Cal STRS: Yes _____ No _____

from CalPERS: Yes _____ No _____ If yes, date retired: _____

Signature: 

Phone #: _____

Fax #: _____

Date: _____

Social Security/Tax ID _____

DISTRICT:

Placentia-Yorba Linda Unified School District

By: _____

Assistant Superintendent, Business Services

Address: 1301 E. Orangethorpe, Placentia, CA 92870

Date: _____

Approved by Board: _____

(Date)

TERMS AND CONDITIONS OF AGREEMENT

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

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

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

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

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

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

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 RC.

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 RC.

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 RC.
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
June 4, 2024**

**INDEPENDENT CONTRACTOR AGREEMENT WITH BUBBLEMANIA AND COMPANY FOR
THE 2024-25 SCHOOL YEAR**

Background

Before the opening of each school year, we establish and renew several independent contract agreements with vendors used by multiple sites and bring them to the board for approval as a blanket request for the current school year.

Placentia-Yorba Linda Unified School District would like to continue to utilize the fun and unique programs offered by Bubblemania and Company. Bubblemania and Company presents grade-level bubble assemblies for TK-6 elementary students. A bubbleologist will perform a 45-minute bubble show on the science and fun of bubbles where students get to learn about reflection, refraction, and surface tension. This agreement will allow elementary schools to schedule an assembly during the 2024-25 school year.

Financial Impact

Budgeted gift or site funds, NTE: \$2,000 per school site

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Dr. Liz Leon, Director, Elementary Education

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

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between _____, hereinafter referred to as "Consultant," and the Placentia-Yorba Linda Unified School District, hereinafter referred to as "District."

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

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

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

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

CONSULTANT:

Name of Vendor: _____

Is individual retired from Cal STRS: Yes _____ No _____

from CalPERS: Yes _____ No _____ If yes, date retired: _____

Signature: _____

Phone #: 310 446 615

Fax #: _____

Date: 5/3/24

Social Security/Tax ID 01-0929534

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
June 4, 2024**

**INDEPENDENT CONTRACTOR AGREEMENT WITH CALIFORNIA WEEKLY EXPLORER,
INC. FOR THE 2024-25 SCHOOL YEAR**

Background

Before the opening of each school year, we establish and renew several independent contract agreements with vendors used by multiple sites and bring them to the Board for approval as a blanket request for the current school year.

Placentia-Yorba Linda Unified School District would like to continue to utilize the various programs offered by California Weekly Explorer, Inc.. California Weekly Explorer, Inc. provides interactive, grade-level history programs for 4-6 grade students at our elementary and middle schools. Educational presentations are engaging and interactive, based on standards-based history curriculum through literacy and the arts. Presentations are designed to be highly engaging with the goal of making learning history fun at an age-appropriate level while promoting a love of history that will last a lifetime. Each presentation provides an overview of major events and players to give students a basic understanding of events that occurred and sets the stage for more in-depth classroom learning. This agreement will allow schools to schedule programs during the 2024-25 school year.

Financial Impact

Budgeted gift or site funds, NTE: \$8,000 per school site

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Dr. Liz Leon, Director, Elementary Education

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

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between _____, hereinafter referred to as "Consultant," and the Placentia-Yorba Linda Unified School District, hereinafter referred to as "District."

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

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

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

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

CONSULTANT:

Name of Vendor: _____
Is individual retired from Cal STRS: Yes _____ No _____
from CalPERS: Yes _____ No _____ If yes, date retired: _____
Signature: _____
Phone #: _____
Fax #: _____
Date: _____
Social Security/Tax ID _____

DISTRICT:

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

TERMS AND CONDITIONS OF AGREEMENT

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

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

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

The following verbiage is required in the endorsement: The Placentia-Yorba Linda Unified School District, 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_____.

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
June 4, 2024**

**INDEPENDENT CONTRACTOR AGREEMENT WITH THE DAIRY COUNCIL OF
CALIFORNIA FOR THE 2024-25 SCHOOL YEAR**

Background

Before the opening of each school year, we establish and renew several independent contract agreements with vendors used by multiple sites and bring them to the Board for approval as a blanket request for the current school year.

Placentia-Yorba Linda Unified School District would like to continue to utilize the Mobile Dairy Classroom offered by The Dairy Council of California. The Mobile Dairy Classroom Assembly brings agriculture to TK-6 elementary students, teaching students new vocabulary, the anatomy of a cow, how milk goes from the cow to the table, and the importance of healthy eating and physical activity; bridging the gap between agriculture and the food students consume results in greater awareness of agriculture and a healthy diet. Assemblies focus on vocabulary, life cycles, and anatomy concepts for TK-2 grade students. For 3-6 grade students, it will explain the ruminant digestive system, lactation cycle, agriculture technology, and milk processing. This aligns with NGSS standards LS-1 Organisms and Processes with the TWIG curriculum as well as learning about how all living things change and grow. The program is available at no-cost to California communities. This agreement will allow schools to schedule a program during the 2024-25 school year.

Financial Impact

No cost

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Dr. Liz Leon, Director, Elementary Education

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

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between _____, hereinafter referred to as "Consultant," and the Placentia-Yorba Linda Unified School District, hereinafter referred to as "District."

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

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

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

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

CONSULTANT:

Name of Vendor: _____

Is individual retired from Cal STRS: Yes _____ No _____

from CalPERS: Yes _____ No _____ If yes, date retired: _____

Signature: _____

Phone #: _____

Fax #: _____

Date: _____

Social Security/Tax ID _____

DISTRICT:

Placentia-Yorba Linda Unified School District

By: _____

Assistant Superintendent, Business Services

Address: 1301 E. Orangethorpe, Placentia, CA 92870

Date: _____

Approved by Board: _____

(Date)

TERMS AND CONDITIONS OF AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 4, 2024**

**INDEPENDENT CONTRACTOR AGREEMENT WITH DISCOVERY CUBE OF ORANGE
COUNTY FOR THE 2024-25 SCHOOL YEAR**

Background

Before the opening of each school year, we establish and renew several independent contract Agreements with vendors used by multiple sites and bring them to the Board for approval as a blanket request for the current school year.

Placentia-Yorba Linda Unified School District would like to continue to utilize the unique programs offered by Discovery Cube of Orange County. Discovery Cube of Orange County presents grade-level science assemblies for TK-6 elementary students. Their engaging and knowledgeable instructors conduct a variety of grade-specific, NGSS-based programs to excite and educate students in a variety of scientific specialties. Subject matter includes zoology, dissections, electricity, engineering, physics, paleontology, astronomy, geology, and chemistry. These programs motivate students and increase their interest and curiosity in the study of science. This agreement will allow schools to schedule assemblies during the 2024-25 school year.

Financial Impact

Budgeted gift or site funds, NTE: \$8,000 per school site

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Dr. Liz Leon, Director, Elementary Education

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

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between _____, hereinafter referred to as "Consultant," and the Placentia-Yorba Linda Unified School District, hereinafter referred to as "District."

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

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

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

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

CONSULTANT:

Name of Vendor: _____

Is individual retired from Cal STRS: Yes _____ No _____

from CalPERS: Yes _____ No _____ If yes, date retired: _____

Signature: _____

Phone #: _____

Fax #: _____

Date: _____

Social Security/Tax ID _____

DISTRICT:

Placentia-Yorba Linda Unified School District

By: _____

Assistant Superintendent, Business Services

Address: 1301 E. Orangethorpe, Placentia, CA 92870

Date: _____

Approved by Board: _____

(Date)

TERMS AND CONDITIONS OF AGREEMENT

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

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

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

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

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

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

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 BR.

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 BR.

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 BR.
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
June 4, 2024**

**INDEPENDENT CONTRACTOR AGREEMENT WITH ENVIRONMENTAL NATURE CENTER
FOR THE 2024-25 SCHOOL YEAR**

Background

Before the opening of each school year, we establish and renew several independent contract agreements with vendors used by multiple sites and bring them to the Board for approval as a blanket request for the current school year.

Placentia-Yorba Linda Unified School District would like to continue to utilize the variety of programs offered by the Environmental Nature Center. The Environmental Nature Center offers numerous educational, hands-on science programs based on natural science and sustainability for TK-6 elementary students. The curricula for each program supports the Next Generation Science Standards for each grade level. Students develop a coherent and scientifically-based view of the world around them as they engage in practices to build, deepen, and apply their knowledge. This agreement will allow schools to schedule a program during the 2024-25 school year.

Financial Impact

Budgeted gift or site funds, NTE: \$3,000 per school site

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Dr. Liz Leon, Director, Elementary Education

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

THIS AGREEMENT is made and entered into this 20TH day of JUNE, 2024, by and between _____

ENVIRONMENTAL NATURE CENTER, hereinafter referred to as "Consultant," and the Placentia-Yorba Linda Unified School District, hereinafter referred to as "District."

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

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

PROVIDER OF HANDS-ON SCIENCE PROGRAMS FOR DISTRICT-WIDE ELEMENTARY AND MIDDLE SCHOOLS AS SCHEDULED BY EACH SITE

2. The Consultant/Contractor will commence providing services under this **AGREEMENT** on JUNE 20, 2024, and will diligently perform as required and complete performance by JUNE 30, 2025. The Consultant/Contractor will perform said services as an independent Consultant/Contractor and not as an employee of the District. Consultant/Contractor shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.
3. The District will prepare and furnish to the Consultant/Contractor upon request such information as is reasonably necessary to the performance of this **AGREEMENT**.
4. The District shall pay the Consultant/Contractor the total amount of \$ NTE: \$3,000 PER/SITE 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: ENVIRONMENTAL NATURE CENTER

Is individual retired from Cal STRS: Yes _____ No X

from CalPERS: Yes _____ No X If yes, date retired: _____

Signature: Mindy Schwartz

Phone #: (949) 6450-8489

Fax #: N/A

Date: 5/6/24

Social Security/Tax ID 23-7182423

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 MS.

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 MS.

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 MS.

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 MS.
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
June 4, 2024**

**AGREEMENT BETWEEN EPS OPERATIONS, LLC AND BRYANT RANCH ELEMENTARY
FOR THE ONLINE PROGRAM WORDLY WISE 3000 FOR THE 2024-25 SCHOOL YEAR**

Background

Wordly Wise 3000 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 2024-25 school year.

Financial Impact

PTA Gift funds, NTE: \$4,124

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Dr. Liz Leon, Director, Elementary Education



EPS Operations, LLC
4800 Hampden Ln., Suite 560
Bethesda, MD 20814
Tax ID Number: 92-1780143

Quote
#QU007331
Created: 5/14/2024
Expires: 11/30/2024



Our physical and mailing address has changed! Please update your records.
Our previous address was EPS Operations, LLC | P.O. Box 3000 | Nashua, NH 03061
Our remit-to address is unchanged: EPS Operations, LLC | P.O. Box 713265 | Chicago, IL 60677-1265

Bill To
Placentia Yorba Linda Unified School District
1301 East Orangethorpe Ave
Placentia CA 92870-5302
United States

Ship To
BRYANT RANCH ELEMENTARY SCHOOL
24695 PASEO DE TORONTO
YORBA LINDA CA 92887
United States

Prepared For:
Contact Name: TWEETY GUY
Contact Email: TGUY@PYLUSD.ORG
Contact Phone: (714) 986-7120
Customer Account: 0144437
Contract Number:

Your Sales Contact

Frankie Mata

Email

frankie.mata@epslearning.com

Phone

(240) 610-6193

Notes:

Qty	Item	ISBN	Description	Unit Price	Amount
95	1585192	9780838877029	WW3000 BOOK 3 STU 4/E	\$12.49	\$1,186.55
90	1585193	9780838877043	WW3000 BOOK 4 STU 4/E	\$12.49	\$1,124.10
84	1585194	9780838877036	WW3000 BOOK 5 STU 4/E	\$12.49	\$1,049.16

Special Delivery Instructions (Please complete)

Lift Gate Truck Required: Inside Delivery Required:
Shipping Instructions:
Pack List Notes:

Subtotal \$3,359.81
Shipping & Handling \$503.97
Tax Total \$260.38

Total \$4,124.16

To accept and place an order using this quote

By Email

Send this signed and dated quote with your purchase order number to orders@epslearning.com

Signature:_____

Name:_____

By Phone

Call our Customer Care team at 800-225-5750 Monday-Friday between 8:00am and 5:30pm ET

Date:_____

Please send a copy of your PO with this quote acceptance.

Purchase Order Number:_____

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 4, 2024**

**INDEPENDENT CONTRACTOR AGREEMENT WITH FRANKLIN HAYNES MARIONETTES
FOR THE 2024-25 SCHOOL YEAR**

Background

Before the opening of each school year, we establish and renew several independent contract agreements with vendors used by multiple sites and bring them to the Board for approval as a blanket request for the current school year.

Placentia-Yorba Linda Unified School District would like to continue to utilize the various shows offered by Franklin Haynes Marionettes. Franklin Haynes Marionettes provides thirteen different grade-level shows for TK-6 elementary students that use colorful, interactive, and child-friendly marionette puppets. School programs focus on reading, language arts, literacy, and writing, which are discussed at the conclusion of the educational workshop. After the program all students will receive materials to take home to make their own hand puppets from the characters in the performance. This agreement will allow schools to schedule assemblies during the 2024-25 school year.

Financial Impact

Budgeted gift or site funds, NTE: \$2,000 per school site

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Dr. Liz Leon, Director, Elementary Education

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

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between _____, hereinafter referred to as "Consultant," and the Placentia-Yorba Linda Unified School District, hereinafter referred to as "District."

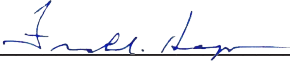
WHEREAS, the District is in need of special services and advice in financial, economic, accounting, engineering, or administrative matters; and
WHEREAS, Consultant is specially trained, experienced, and competent to provide the special services and advice required; and
WHEREAS, such services are needed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

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

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

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

CONSULTANT:

Name of Vendor: _____
Is individual retired from Cal STRS: Yes _____ No X
from CalPERS: Yes X No _____ If yes, date retired: _____
Signature: 
Phone #: _____
Fax #: _____
Date: _____
Social Security/Tax _____

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 JD .

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 JD .

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 JD .

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. JD

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 JD .
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
June 4, 2024**

**INDEPENDENT CONTRACTOR AGREEMENT WITH HISTORY BROUGHT TO LIFE FOR
THE 2024-25 SCHOOL YEAR**

Background

Before the opening of each school year, we establish and renew several independent contract agreements with vendors used by multiple sites and bring them to the Board for approval as a blanket request for the current school year.

Placentia-Yorba Linda Unified School District would like to continue to utilize the unique programs offered by History Brought to Life. History Brought to Life provides educational assembly programs and historical reenactments for fourth- and fifth-grade students in elementary schools. Assemblies are designed to give students an in-depth understanding of specific events and people who are responsible for shaping California's and America's history which include the California Missions, the Gold Rush of 1849, and the American Revolution. This agreement will allow schools to schedule programs during the 2024-25 school year.

Financial Impact

Budgeted gift or site funds, NTE: \$2,000 per school site

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Dr. Liz Leon, Director, Elementary Education

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

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between _____, hereinafter referred to as "Consultant," and the Placentia-Yorba Linda Unified School District, hereinafter referred to as "District."

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

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

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

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

CONSULTANT:

Name of Vendor: _____

Is individual retired from Cal STRS: Yes _____ No _____

from CalPERS: Yes _____ No _____ If yes, date retired: _____

Signature: _____

Phone #: _____

Fax #: _____

Date: _____

Social Security/Tax ID _____

DISTRICT:

Placentia-Yorba Linda Unified School District

By: _____

Assistant Superintendent, Business Services

Address: 1301 E. Orangethorpe, Placentia, CA 92870

Date: _____

Approved by Board: _____

(Date)

TERMS AND CONDITIONS OF AGREEMENT

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

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

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

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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_____.
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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.
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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
June 4, 2024**

**AGREEMENTS FOR USE OF IRVINE RANCH OUTDOOR EDUCATION CENTER FOR THE
2024-25 SCHOOL YEAR**

Background

Placentia-Yorba Linda Unified School District has elected to participate in the Irvine Ranch Outdoor Education Center (IROEC), Outdoor Science program for sites with fifth- or sixth-grade students who have not previously attended an overnight camp. The outdoor academic program follows Common Core State Standards, Next Generation Science Standards, combined with education and fun recreation. Students explore the natural world and engage in activities such as mining, archery, and science. The program and classes are offered various times throughout the year at their location in Irvine, California.

Camp tuition payments of up to \$500 per student (depending on the season and/or the number of days) are submitted to the district office and checks processed. For payments to the Irvine Ranch Education Center to be processed, a current contract must be in place for the 2024-25 school year.

Financial Impact

PTA, Gift funds, and Arts Music Instructional Materials Block Grant (AMIMBG), NTE: \$500 per student

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Dr. Liz Leon, Director, Elementary Education



Irvine Ranch Outdoor Education Center
 2 Irvine Park Road
 Orange, CA 92869
 P: (714) 923-3191 x200
 Email: Shane.Backer@scouting.org

EVENT CONTRACT: 49661-1
Event Date: 02/24/2025 - 02/26/2025
Event Name: Mabel Paine Elementary
Site: Irvine Ranch Outdoor Education Center
Salesperson: Shane Backer

Primary Contact	Address	Email Address	Telephone
Geoff Smith	4444 Plumosa Avenue Yorba Linda, CA 92886	gsmith@pylud.org	M: (714) 986-7210
Additional Contacts	Role	Email Address	Telephone
Carol Coates		ccoates@pylud.org	

2025 ACADEMIC AGREEMENT

This AGREEMENT, made and entered into this date by the Orange County Council, Boy Scouts of America, dba; Irvine Ranch Outdoor Education Center, (hereinafter referred to as OCBSA and the IROEC), and a district and/or school in the state of California, (hereinafter referred to as DISTRICT), under which IROEC and DISTRICT, by virtue of Education Code 8760, for the purpose of providing the DISTRICT with programs and classes in Environmental Education, mutually agree to the following:

1. Enrollment

DISTRICT / SCHOOL plans to enroll a guaranteed minimum number of students at the IROEC during the 2023-2024 school year. **Guaranteed minimum numbers must be within five percent (5%) of the final guaranteed attendance.** Enrollment increases above five percent (5%) must be approved in writing by IROEC. Enrollment cannot drop below the guaranteed minimum attendance.

Name of School: Mabel Paine Elementary
 Scheduled Guaranteed Minimum Number of Students: **53**
 Scheduled Session Attendance: Monday, February 24, 2025

2. Final Guaranteed Attendance

2.1 DISTRICT agrees to provide a final count of the Guaranteed Number of students attending IROEC programs, no later than fifteen (15) days prior to Event Date.

2.2 Additions to Guaranteed Minimum Number will be permitted based upon space availability.

2.3 Attendance above the scheduled Final Guaranteed Number of students must have IROEC approval in writing. Unapproved late additions are not permitted.

3. Cancellation

3.1 IROEC reserves the right to change or cancel DISTRICT'S scheduled session of attendance under conditions which would make the operation of the IROEC (see weather policy) imprudent or unsafe, such as, but not limited to, threat of fire, flood, storm, pandemic, or other natural or manmade disturbances. In such event, IROEC will make every effort to provide reasonable advance notice to DISTRICT for rescheduling or a refund of fees.

3.2 Cancellation and Refund Policy: Notice of cancellation with a request for a credit or refund of all or part of the cancelled reservation must be submitted in writing via email or standard mail.

Entire Event:

- Cancellations for the entire event contract must be made no less than six (6) months prior to the start date of the reservation. Cancellations made less than 6 months prior to the start date of the reservation will not be eligible for a refund.

3.3 Tuition / Cancellation Insurance: IROEC does not provide tuition / cancelation or camper sickness insurance. Guests are encouraged to obtain their own coverage(s) if they deem it necessary. While not endorsing any specific agency or policy, the following company and others, offer a variety of Camp Program Cancellation and Interruption Insurance options. www.aplusplans.com

3.4 Weather Policy: IROEC is an all-weather facility and runs programs 24/7 all year long, rain or shine. The majority of our recreation activities can still be achieved in inclement weather, including rain. Alternative activities are employed when necessary. We encourage you to prepare for the anticipated weather conditions during your reservation date(s) and to communicate this information to your event participants.

3.5 Extreme Conditions: The safety of our guests and staff is our top priority and we will only run programs when it is safe to do so. In the event of fire, flood, or extreme weather conditions, the IROEC may elect to close an area(s) for safety reasons. The decision to close and the duration of such a closure is at the sole discretion of the IROEC. If such a closure makes it impossible for you to complete a scheduled activity, the IROEC will provide alternative activities as a replacement or adjust the scheduled activities for the time period affected.

4. Deposit and Final Payment

4.1 DISTRICT agrees to a non-refundable deposit of 25% with the IROEC to confirm the scheduled session of attendance within fourteen (14) days of receiving your event contract. Once a reservation is made, a deposit applied, and contract signed, your space in camp is secured. This deposit is, therefore, non-refundable but will be included as payment towards the final invoice. All reservations are considered tentative until a deposit is applied, and a signed contract is received.

4.2 A guaranteed participant count is due fifteen (15) days prior to the group's arrival date to facilitate meals and staffing.

4.3 Final payment or any outstanding balance is due fifteen (15) days prior to the group's arrival date.

4.4 The IROEC accepts payment via check or credit card. Cash will not be accepted. Please make checks payable to IROEC / OCBSA.

Payment address only:
Orange County Council, Inc.
Attn: IROEC Operations
2 Irvine Park Rd.
Orange, CA 92869

4.5 Payment Schedule:

First Payment (25%) – non-refundable: Due within fourteen (14) days of receiving contract.

Final Payment: Due fifteen (15) days prior to event start date.

5. Student Cost

For each scheduled session of attendance, DISTRICT will pay IROEC if a signed contract is received within 45 days of receiving the contract:

Program	Outdoor Science School
3-Day / 2-Night	\$459.00 per student

The per student fee includes rental space of the IROEC for purposes of conducting the DISTRICT'S program and classes, all necessary program supplies & materials, meal service for students and adult supervision, facilities, and the professional services of the IROEC academic and program staff. Pricing is subject to change.

6. Insurance

Coverage shall be as follows:

6.1 DISTRICT shall hold harmless, defend, and indemnify the Boy Scouts of America, the Orange County Council, Boy Scouts of America and the Irvine Ranch Outdoor Education Center and their officers, agents, employees, and volunteers from all claims for damage resulting from acts or omissions of DISTRICTS, its officers, agents, employees, and students with respect to the IROEC.

6.2 The IROEC shall in turn, hold harmless, defend, and indemnify the DISTRICT and their officers, agents and employees from all claims for damage resulting from acts or omissions of the IROEC, its officers, agents, employees, and volunteers with respect to the DISTRICT.

6.3 DISTRICT agrees to provide a certificate of insurance (COI) for the following: Commercial General Liability of \$1,000,000 each occurrence, \$2,000,000 Aggregate. It must name Boy Scouts of America and Orange County Council as additional insured.

Under "Description of Events" the information must include the user, date/s and name of event, as well as the facility location.

Under "Certificate Holder" it must read: Orange County Council, Boy Scouts of America, 2 Irvine Park Rd., Orange, CA 92869.

The original Certificate of Insurance should be sent via email to Events@IROEC.org or mailed to Irvine Ranch Outdoor Education Center, 2 Irvine Park Road, Orange, CA 92869.

7. Camp Meals and Dietary Restrictions

7.1 User groups MUST communicate the dietary needs of the participants no less than fifteen (15) days prior to arrival. The IROEC is a nut-safe kitchen with a no- fish menu. We provide vegetarian options, but are unable to guarantee gluten-free, non-dairy, sugar free, or vegan meals. There is always a wide variety of food options at every meal. All groups must arrive at the start of mealtimes to be guaranteed meal service. Meals are served promptly at 8:00am, 12:00pm, and 5:30pm.

7.2 Please review our dietary guidelines and allergen guide if you have any questions regarding food restrictions. If you do have a dietary concern that we are unable to accommodate, please follow the instructions on the dietary guidelines for supplying your own meals.

7.3 There is no reimbursement for missed meals or head-count discrepancies. Groups will be charged if there are additional guests during mealtimes.

8. District's Obligations

8.1 The DISTRICT shall ensure that the teachers and chaperones remain with their students at IROEC throughout the entire period of the program and maintain an active role in supervising their students.

8.2 The DISTRICT will provide staff or volunteers for student supervision while at the IROEC. The recommended ratio of adults to students is a 1:35 with a minimum of two adults.

8.3 The DISTRICT shall provide exclusive supervision daily during "Teacher Time", (usually the one hour immediately after lunch and dinner). Recreational activities and equipment will be provided by the IROEC.

8.4 The DISTRICT shall attend all mealtimes and campfire programs to assist with supervision of students.

8.5 The DISTRICT shall provide supervision to any student that cannot attend program due to illness, injury, behavior, or discipline, etc.

8.6 The DISTRICT shall confirm that all participants complete and provide health & medical forms which includes health history, allergies/medications (for identification, storage and dispensing of participant medications and supplements), and immunizations. The health & medical forms also include the informed consent, release agreement, and authorization. All health and medical records are submitted through a third-party secure software. See section 9.

8.7 The DISTRICT shall confirm that the school attending provides completed bunkhouse & trail group forms to the

IROEC a minimum of fifteen (15) days prior to arrival.

8.8 Full compliance with all DISTRICT youth protection guidelines is mandatory for all teachers and school guests. We strongly recommend that every teacher and school guest take the **Boy Scouts of America Youth Protection Training**. More information can be found at the following website: <https://www.scouting.org/training/youth-protection/>.

9. Health Services

9.1 Per California Code of Regulations for organized camps as well as Boy Scouts of America and American Camp Association standards the IROEC will provide a designated Health Supervisor and on call physician/nurse.

9.2 Health Records: The IROEC uses a third party, secure software to collect health records, waivers, and student forms. This software provides a secure, easy-to-use web-based solution that manages health forms, allergies, medications, and illness/injury tracking for camps. This provides camp health staff instant access to vital medical information, decreases the time and energy spent during initial camper check-in, reduce risk and liability, and helps keep safety in the forefront of camp operations. DISTRICT will utilize this software to ensure all participants (students, teachers, chaperones) have a completed profile.

10. Overnight Accommodations

10.1 When participating in IROEC's Outdoor Science School, and when staying overnight in our bunkhouses IROEC will provide two overnight chaperones per bunkhouse.

10.2 Bunkhouses are shared facilities for academic and leadership programs and can be shared between multiple schools and programs. There will be no more than a two-year age difference between youth sharing a bunkhouse. Bedrooms will not be shared by different groups.

10.3 Teacher Accommodations: The IROEC reserves two standard bungalow rooms (two full sized beds each) at the time of your reservation. Additional rooms are given for the following scenarios:

- Medical needs – school needs a room for a nurse, student aid, or parent.
- The teacher gender ratio does not align with the number of rooms/beds assigned.
- Two rooms were assigned (4 beds) and more than four teachers are attending.

Requests for additional rooms that do not fall under the scenarios above may be granted on a case-by-case basis pending availability two-weeks prior to arrival. **If available, the additional rooms will be added at the current room fee.**

11. Damages, Cleaning & Liability (Policy & Fees)

11.1 DISTRICT will be responsible for all damage to IROEC property, which may reasonably be attributed to the actions of the attending DISTRICT.

11.2 Due to the wide range of possible damage, cleaning and other risk exposure created by event participants utilizing IROEC activity areas, meeting space and lodging, a minimum FLAT FEE of \$500.00 has been established to clean, recover and/or repair as needed.

11.3 The \$500.00 FLAT FEE will be applied for ANY damage, decoration violation, unauthorized alcohol use, all tobacco products, graffiti, property loss or theft, any insurance liability risk or other such condition that could be defined as a material loss.

11.4 This fee can easily increase depending on the specific nature of the damage, violation or risk presented by the involved participant(s). In such an instance, the matter would be handled on a case-by-case basis.

12. Rules and Regulations

DISTRICT will abide by the rules and regulations established by the IROEC for all programs and operations, to and including the IROEC established Code of Conduct & Discipline Policy.

12.1 Alcohol Use: Alcohol is NOT PERMITTED at the Irvine Ranch Outdoor Education Center. Violation of this policy by any participant of any event creates an unacceptable liability risk. Your event may be subject to immediate cancellation without refund and may include policy violation fees*.

12.2 Smoking/Vaping: Smoking, vaping, illicit drug use including marijuana, are strictly prohibited on the entire property. Guests found smoking or vaping in ANY area of camp present an unacceptable hazard and fire risk. Your event may be subject to immediate cancellation without refund and may include policy violation fees*.

12.3 Animals: Please notify the office if any participants have a registered service animal. All other animals (dogs, pets, etc.) are not allowed at the IROEC.

12.4 Furniture: Bunk beds, common room sofas, picnic tables, etc. are not to be moved or relocated. The same damage and cleaning standards apply and are to be observed for furniture as apply to the rest of the IROEC facilities.

12.5 Lost & Found: Due to the high volume of IROEC participants, we cannot hold lost & found items longer than seven (7) days. All lost items of significant material value, (cameras, cell-phones, wallets, glasses, keys, etc.), are kept locked up. Items such as towels, sweatshirts and sleeping bags and placed in the lost & found bin located outside the dining hall. Every attempt to contact the owner(s) of lost items will be made, subject to being able to identify said owners. Items left unclaimed after seven (7) days will be discarded or donated to charitable organizations.

13. Certification

IROEC ensures that all IROEC officers, agents, and employees related to the event referenced above have undergone criminal and sex offender background checks and have taken extensive youth protection training.

14. Hold Harmless, Release and Indemnification

I, the undersigned, understand that use of facilities at the Irvine Ranch Outdoor Education Center, (IROEC), owned and operated by the Orange County Council of the Boy Scouts of America, involves a certain degree of risk that could result in injury or death.

In consideration of the benefits to be derived, and after carefully considering these risks, and in view of the fact that the OCBSA is a non-profit organization, I, the undersigned, understand that the IROEC is a multi-use facility. As such, the following areas are considered shared-space and may be open and available for several user groups at the same time: the main Dining Hall, the First American Field, the Aquatics Center, Adventure Hill, and the Amphitheater. Exceptions to multiple group use will be handled via a separate Exclusive Use Agreement.

I, the undersigned, and on behalf of myself and any and all individuals and/or organizations with which I may be associated or who may attend and/or participate in events referenced in this document, assume any and all risk and any and all derivative claimants understand and hereby agree to hold the IROEC and the OCBSA and their officers, board members, employees, heirs, successors and assigns, free and harmless from any and all claims and causes of action. Be it in nature of personal injury or otherwise by reason of the undersigned's use of the premises and facilities, including but not limited to; picnic areas, shelters, campgrounds, etc... located at 2 Irvine Park Road Orange-, CA 92869.

In signing this Event Agreement and Hold Harmless clause, the undersigned acknowledges that he/she has carefully read and understood the entire agreement. Furthermore, the undersigned understands that he/she is waiving any rights to file a lawsuit or initiate a claim procedure in respect to recovery for any personal injuries, property damage or losses sustained by the undersigned or any minor child under the undersigns care and/or control. The undersigned further accepts and understands that this agreement shall be binding upon and inure to the benefits of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigners.

*If signing for a group, corporation, or other entity, I hereby acknowledge that I have authority to do so.

FINALLY, I ACKNOWLEDGE THAT I HAVE CAREFULLY READ, CLEARLY UNDERSTAND AND HEREBY VOLUNTARILY SIGN THIS AGREEMENT, WAIVER, RELEASE & HOLD HARMLESS DOCUMENT.

Terms of this AGREEMENT may only be modified in writing, by mutual agreement of both parties.

APPROVED FOR THE GOVERNING BOARD
OF THE DISTRICT

By (Print Name)

Title

Signature

Date

APPROVED FOR THE IRVINE RANCH OUTDOOR
EDUCATION CENTER

Denovan Lino

Name (Print Name)

Chief Operating Officer

Title



Signature

05/22/2024

Date

Please sign this form and send via email to: Events@iroec.org

In order to confirm your reserved date, the IROEC must receive the signed contract and deposit within fourteen (14) business days of final Event Contract received.



Irvine Ranch Outdoor Education Center
2 Irvine Park Road
Orange, CA 92869
P: (714) 923-3191 x200
Email: Shane.Backer@scouting.org

EVENT CONTRACT: 49663-1
Event Date: 02/24/2025 - 02/26/2025
Event Name: Lakeview Elementary
Site: Irvine Ranch Outdoor Education Center
Salesperson: Shane Backer

Primary Contact	Address	Email Address	Telephone
Stephanie Given		sgiven@pylud.org	M: (714) 986-7190
Additional Contacts	Role	Email Address	Telephone
Suzie Bilhartz	Secondary Contact	sbilhartz@pylud.org	

2025 ACADEMIC AGREEMENT

This AGREEMENT, made and entered into this date by the Orange County Council, Boy Scouts of America, dba; Irvine Ranch Outdoor Education Center, (hereinafter referred to as OCBSA and the IROEC), and a district and/or school in the state of California, (hereinafter referred to as DISTRICT), under which IROEC and DISTRICT, by virtue of Education Code 8760, for the purpose of providing the DISTRICT with programs and classes in Environmental Education, mutually agree to the following:

1. Enrollment

DISTRICT / SCHOOL plans to enroll a guaranteed minimum number of students at the IROEC during the 2023-2024 school year. **Guaranteed minimum numbers must be within five percent (5%) of the final guaranteed attendance.** Enrollment increases above five percent (5%) must be approved in writing by IROEC. Enrollment cannot drop below the guaranteed minimum attendance.

Name of School: Lakeview Elementary
Scheduled Guaranteed Minimum Number of Students: **65**
Scheduled Session Attendance: Monday, February 24, 2025

2. Final Guaranteed Attendance

2.1 DISTRICT agrees to provide a final count of the Guaranteed Number of students attending IROEC programs, no later than fifteen (15) days prior to Event Date.

2.2 Additions to Guaranteed Minimum Number will be permitted based upon space availability.

2.3 Attendance above the scheduled Final Guaranteed Number of students must have IROEC approval in writing. Unapproved late additions are not permitted.

3. Cancellation

3.1 IROEC reserves the right to change or cancel DISTRICT'S scheduled session of attendance under conditions which would make the operation of the IROEC (see weather policy) imprudent or unsafe, such as, but not limited to, threat of fire, flood, storm, pandemic, or other natural or manmade disturbances. In such event, IROEC will make every effort to provide reasonable advance notice to DISTRICT for rescheduling or a refund of fees.

3.2 Cancellation and Refund Policy: Notice of cancellation with a request for a credit or refund of all or part of the cancelled reservation must be submitted in writing via email or standard mail.

Entire Event:

- Cancellations for the entire event contract must be made no less than six (6) months prior to the start date of the reservation. Cancellations made less than 6 months prior to the start date of the reservation will not be eligible for a refund.

3.3 Tuition / Cancellation Insurance: IROEC does not provide tuition / cancelation or camper sickness insurance. Guests are encouraged to obtain their own coverage(s) if they deem it necessary. While not endorsing any specific agency or policy, the following company and others, offer a variety of Camp Program Cancellation and Interruption Insurance options. www.aplusplans.com

3.4 Weather Policy: IROEC is an all-weather facility and runs programs 24/7 all year long, rain or shine. The majority of our recreation activities can still be achieved in inclement weather, including rain. Alternative activities are employed when necessary. We encourage you to prepare for the anticipated weather conditions during your reservation date(s) and to communicate this information to your event participants.

3.5 Extreme Conditions: The safety of our guests and staff is our top priority and we will only run programs when it is safe to do so. In the event of fire, flood, or extreme weather conditions, the IROEC may elect to close an area(s) for safety reasons. The decision to close and the duration of such a closure is at the sole discretion of the IROEC. If such a closure makes it impossible for you to complete a scheduled activity, the IROEC will provide alternative activities as a replacement or adjust the scheduled activities for the time period affected.

4. Deposit and Final Payment

4.1 DISTRICT agrees to a non-refundable deposit of 25% with the IROEC to confirm the scheduled session of attendance within fourteen (14) days of receiving your event contract. Once a reservation is made, a deposit applied, and contract signed, your space in camp is secured. This deposit is, therefore, non-refundable but will be included as payment towards the final invoice. All reservations are considered tentative until a deposit is applied, and a signed contract is received.

4.2 A guaranteed participant count is due fifteen (15) days prior to the group's arrival date to facilitate meals and staffing.

4.3 Final payment or any outstanding balance is due fifteen (15) days prior to the group's arrival date.

4.4 The IROEC accepts payment via check or credit card. Cash will not be accepted. Please make checks payable to IROEC / OCBSA.

Payment address only:
Orange County Council, Inc.
Attn: IROEC Operations
2 Irvine Park Rd.
Orange, CA 92869

4.5 Payment Schedule:

First Payment (25%) – non-refundable: Due within fourteen (14) days of receiving contract.

Final Payment: Due fifteen (15) days prior to event start date.

5. Student Cost

For each scheduled session of attendance, DISTRICT will pay IROEC if a signed contract is received within 45 days of receiving the contract:

Program	Outdoor Science School
3-Day / 2-Night	\$459.00 per student

The per student fee includes rental space of the IROEC for purposes of conducting the DISTRICT'S program and classes, all necessary program supplies & materials, meal service for students and adult supervision, facilities, and the professional services of the IROEC academic and program staff. Pricing is subject to change.

6. Insurance

Coverage shall be as follows:

6.1 DISTRICT shall hold harmless, defend, and indemnify the Boy Scouts of America, the Orange County Council, Boy Scouts of America and the Irvine Ranch Outdoor Education Center and their officers, agents, employees, and volunteers from all claims for damage resulting from acts or omissions of DISTRICTS, its officers, agents, employees, and students with respect to the IROEC.

6.2 The IROEC shall in turn, hold harmless, defend, and indemnify the DISTRICT and their officers, agents and employees from all claims for damage resulting from acts or omissions of the IROEC, its officers, agents, employees, and volunteers with respect to the DISTRICT.

6.3 DISTRICT agrees to provide a certificate of insurance (COI) for the following: Commercial General Liability of \$1,000,000 each occurrence, \$2,000,000 Aggregate. It must name Boy Scouts of America and Orange County Council as additional insured.

Under "Description of Events" the information must include the user, date/s and name of event, as well as the facility location.

Under "Certificate Holder" it must read: Orange County Council, Boy Scouts of America, 2 Irvine Park Rd., Orange, CA 92869.

The original Certificate of Insurance should be sent via email to Events@IROEC.org or mailed to Irvine Ranch Outdoor Education Center, 2 Irvine Park Road, Orange, CA 92869.

7. Camp Meals and Dietary Restrictions

7.1 User groups MUST communicate the dietary needs of the participants no less than fifteen (15) days prior to arrival. The IROEC is a nut-safe kitchen with a no- fish menu. We provide vegetarian options, but are unable to guarantee gluten-free, non-dairy, sugar free, or vegan meals. There is always a wide variety of food options at every meal. All groups must arrive at the start of mealtimes to be guaranteed meal service. Meals are served promptly at 8:00am, 12:00pm, and 5:30pm.

7.2 Please review our dietary guidelines and allergen guide if you have any questions regarding food restrictions. If you do have a dietary concern that we are unable to accommodate, please follow the instructions on the dietary guidelines for supplying your own meals.

7.3 There is no reimbursement for missed meals or head-count discrepancies. Groups will be charged if there are additional guests during mealtimes.

8. District's Obligations

8.1 The DISTRICT shall ensure that the teachers and chaperones remain with their students at IROEC throughout the entire period of the program and maintain an active role in supervising their students.

8.2 The DISTRICT will provide staff or volunteers for student supervision while at the IROEC. The recommended ratio of adults to students is a 1:35 with a minimum of two adults.

8.3 The DISTRICT shall provide exclusive supervision daily during "Teacher Time", (usually the one hour immediately after lunch and dinner). Recreational activities and equipment will be provided by the IROEC.

8.4 The DISTRICT shall attend all mealtimes and campfire programs to assist with supervision of students.

8.5 The DISTRICT shall provide supervision to any student that cannot attend program due to illness, injury, behavior, or discipline, etc.

8.6 The DISTRICT shall confirm that all participants complete and provide health & medical forms which includes health history, allergies/medications (for identification, storage and dispensing of participant medications and supplements), and immunizations. The health & medical forms also include the informed consent, release agreement, and authorization. All health and medical records are submitted through a third-party secure software. See section 9.

8.7 The DISTRICT shall confirm that the school attending provides completed bunkhouse & trail group forms to the IROEC a minimum of fifteen (15) days prior to arrival.

8.8 Full compliance with all DISTRICT youth protection guidelines is mandatory for all teachers and school guests. We strongly recommend that every teacher and school guest take the **Boy Scouts of America Youth Protection Training**. More information can be found at the following website: <https://www.scouting.org/training/youth-protection/>.

9. Health Services

9.1 Per California Code of Regulations for organized camps as well as Boy Scouts of America and American Camp Association standards the IROEC will provide a designated Health Supervisor and on call physician/nurse.

9.2 Health Records: The IROEC uses a third party, secure software to collect health records, waivers, and student forms. This software provides a secure, easy-to-use web-based solution that manages health forms, allergies, medications, and illness/injury tracking for camps. This provides camp health staff instant access to vital medical information, decreases the time and energy spent during initial camper check-in, reduce risk and liability, and helps keep safety in the forefront of camp operations. DISTRICT will utilize this software to ensure all participants (students, teachers, chaperones) have a completed profile.

10. Overnight Accommodations

10.1 When participating in IROEC's Outdoor Science School, and when staying overnight in our bunkhouses IROEC will provide two overnight chaperones per bunkhouse.

10.2 Bunkhouses are shared facilities for academic and leadership programs and can be shared between multiple schools and programs. There will be no more than a two-year age difference between youth sharing a bunkhouse. Bedrooms will not be shared by different groups.

10.3 Teacher Accommodations: The IROEC reserves two standard bungalow rooms (two full sized beds each) at the time of your reservation. Additional rooms are given for the following scenarios:

- Medical needs – school needs a room for a nurse, student aid, or parent.
- The teacher gender ratio does not align with the number of rooms/beds assigned.
- Two rooms were assigned (4 beds) and more than four teachers are attending.

Requests for additional rooms that do not fall under the scenarios above may be granted on a case-by-case basis pending availability two-weeks prior to arrival. **If available, the additional rooms will be added at the current room fee.**

11. Damages, Cleaning & Liability (Policy & Fees)

11.1 DISTRICT will be responsible for all damage to IROEC property, which may reasonably be attributed to the actions of the attending DISTRICT.

11.2 Due to the wide range of possible damage, cleaning and other risk exposure created by event participants utilizing IROEC activity areas, meeting space and lodging, a minimum FLAT FEE of \$500.00 has been established to clean, recover and/or repair as needed.

11.3 The \$500.00 FLAT FEE will be applied for ANY damage, decoration violation, unauthorized alcohol use, all tobacco products, graffiti, property loss or theft, any insurance liability risk or other such condition that could be defined as a material loss.

11.4 This fee can easily increase depending on the specific nature of the damage, violation or risk presented by the involved participant(s). In such an instance, the matter would be handled on a case-by-case basis.

12. Rules and Regulations

DISTRICT will abide by the rules and regulations established by the IROEC for all programs and operations, to and including the IROEC established Code of Conduct & Discipline Policy.

12.1 Alcohol Use: Alcohol is NOT PERMITTED at the Irvine Ranch Outdoor Education Center. Violation of this policy by any participant of any event creates an unacceptable liability risk. Your event may be subject to immediate cancellation without refund and may include policy violation fees*.

12.2 Smoking/Vaping: Smoking, vaping, illicit drug use including marijuana, are strictly prohibited on the entire property.

Guests found smoking or vaping in ANY area of camp present an unacceptable hazard and fire risk. Your event may be subject to immediate cancellation without refund and may include policy violation fees*.

12.3 Animals: Please notify the office if any participants have a registered service animal. All other animals (dogs, pets, etc.) are not allowed at the IROEC.

12.4 Furniture: Bunk beds, common room sofas, picnic tables, etc. are not to be moved or relocated. The same damage and cleaning standards apply and are to be observed for furniture as apply to the rest of the IROEC facilities.

12.5 Lost & Found: Due to the high volume of IROEC participants, we cannot hold lost & found items longer than seven (7) days. All lost items of significant material value, (cameras, cell-phones, wallets, glasses, keys, etc.), are kept locked up. Items such as towels, sweatshirts and sleeping bags and placed in the lost & found bin located outside the dining hall. Every attempt to contact the owner(s) of lost items will be made, subject to being able to identify said owners. Items left unclaimed after seven (7) days will be discarded or donated to charitable organizations.

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I, the undersigned, and on behalf of myself and any and all individuals and/or organizations with which I may be associated or who may attend and/or participate in events referenced in this document, assume any and all risk and any and all derivative claimants understand and hereby agree to hold the IROEC and the OCBSA and their officers, board members, employees, heirs, successors and assigns, free and harmless from any and all claims and causes of action. Be it in nature of personal injury or otherwise by reason of the undersigned's use of the premises and facilities, including but not limited to; picnic areas, shelters, campgrounds, etc... located at 2 Irvine Park Road Orange-, CA 92869.

In signing this Event Agreement and Hold Harmless clause, the undersigned acknowledges that he/she has carefully read and understood the entire agreement. Furthermore, the undersigned understands that he/she is waiving any rights to file a lawsuit or initiate a claim procedure in respect to recovery for any personal injuries, property damage or losses sustained by the undersigned or any minor child under the undersigns care and/or control. The undersigned further accepts and understands that this agreement shall be binding upon and inure to the benefits of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigners.

*If signing for a group, corporation, or other entity, I hereby acknowledge that I have authority to do so.

FINALLY, I ACKNOWLEDGE THAT I HAVE CAREFULLY READ, CLEARLY UNDERSTAND AND HEREBY VOLUNTARILY SIGN THIS AGREEMENT, WAIVER, RELEASE & HOLD HARMLESS DOCUMENT.

Terms of this AGREEMENT may only be modified in writing, by mutual agreement of both parties.

APPROVED FOR THE GOVERNING BOARD
OF THE DISTRICT

By (Print Name)

Title

Signature

Date

APPROVED FOR THE IRVINE RANCH OUTDOOR
EDUCATION CENTER

Denovan Lino

Name (Print Name)

Chief Operating Officer

Title



Signature

05/01/2024

Date

Please sign this form and send via email to: Events@iroec.org

In order to confirm your reserved date, the IROEC must receive the signed contract and deposit within fourteen (14) business days of final Event Contract received.

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 4, 2024**

**INDEPENDENT CONTRACTOR AGREEMENT WITH MAD SCIENCE OF WEST ORANGE
COUNTY FOR THE 2024-25 SCHOOL YEAR**

Background

Before the opening of each school year, we establish and renew several independent contract agreements with vendors used by multiple sites and bring them to the Board for approval as a blanket request for the current school year.

Placentia-Yorba Linda Unified School District would like to continue to utilize programs offered by Mad Science of West Orange County. Mad Science of West Orange County provides unique, hands-on science experiences for TK-6 elementary students during their grade-level science assemblies and workshops. Assemblies offer a variety of science topics that include the principles of air and pressure, fire and ice, sound waves, and electricity. Workshops are aligned to STEM objectives and are curriculum correlated for each grade level, with professional lesson plans, pre-and-post activity guides, and animated instructors. This agreement will allow schools to schedule assemblies during the 2024-25 school year.

Financial Impact

Budgeted gift or site funds, NTE: \$8,000 per school site

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Dr. Liz Leon, Director, Elementary Education

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

THIS AGREEMENT is made and entered into this 20th day of JUNE, 2024, by and between MAD SCIENCE OF WEST ORANGE COUNTY, hereinafter referred to as "Consultant," and the Placentia-Yorba Linda Unified School District, hereinafter referred to as "District."

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

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

PROVIDER OF GRADE LEVEL SCIENCE WORKSHOPS AND ASSEMBLIES FOR ELEMENTARY AND MIDDLE SCHOOLS DISTRICT-WIDE AS SCHEDULED BY EACH SITE.

2. The Consultant/Contractor will commence providing services under this **AGREEMENT** on JUNE 20, 2024, and will diligently perform as required and complete performance by JUNE 30, 2025. The Consultant/Contractor will perform said services as an independent Consultant/Contractor and not as an employee of the District. Consultant/Contractor shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.
3. The District will prepare and furnish to the Consultant/Contractor upon request such information as is reasonably necessary to the performance of this **AGREEMENT**.
4. The District shall pay the Consultant/Contractor the total amount of \$ NTE: \$8,000 PER/SITE 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:

DISTRICT:

Name of Vendor: MAD SCIENCE OF WEST ORANGE COUNTY

Placentia-Yorba Linda Unified School District

Is individual retired from Cal STRS: Yes ☐ No ☐

from CalPERS: Yes ☐ No ☒ If yes, date retired: _____

By: _____

Signature: [Signature]

Assistant Superintendent, Business Services

Phone #: 714 668 9174

Address: 1301 E. Orangethorpe, Placentia, CA 92870

Fax #: _____

Date: _____

Date: 5/13/24

Approved by Board: _____

Social Security/Tax ID 92-053990

(Date)

TERMS AND CONDITIONS OF AGREEMENT

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

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

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

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

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

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

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 W.

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 W.

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 W.
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
June 4, 2024**

**INDEPENDENT CONTRACTOR AGREEMENT WITH MEET THE MASTERS, INC. FOR THE
2024-25 SCHOOL YEAR**

Background

Before the opening of each school year, we establish several independent contract agreements with vendors used by multiple sites and bring them to the Board for renewal or approval as a blanket request for the current school year.

Placentia-Yorba Linda Unified School District would like to continue to utilize the unique art lessons offered by Meet the Masters, Inc.. Meet the Masters, Inc. presents grade-level art assemblies and workshops for TK-6 elementary students. The Meet the Masters assemblies use engaging presentations with artist voices and music where students learn about the fascinating lives of famous works of the Master Artists. Assemblies are followed by student workshops with an introduction of techniques used by the featured artist, progressing to student art projects where students will discover their creativity while developing confidence in their own unique abilities. This agreement will allow schools to schedule programs during the 2024-25 school year.

Financial Impact

Budgeted general or grant funds, NTE: \$8,000 per school site

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services

Dr. Liz Leon, Director, Elementary Education

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

THIS AGREEMENT is made and entered into this 20th day of JUNE, 2024, by and between _____

MEET THE MASTERS, INC., hereinafter referred to as "Consultant," and the Placentia-Yorba Linda Unified School District, hereinafter referred to as "District."

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

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

PROVIDER OF GRADE-LEVEL ART STUDENT ASSEMBLIES OR WORKSHOPS FOR DISTRICT-WIDE ELEMENTARY AND MIDDLE SCHOOLS

AS SCHEDULED BY EACH SITE

2. The Consultant/Contractor will commence providing services under this **AGREEMENT** on JUNE 20, 2024, and will diligently perform as required and complete performance by JUNE 30, 2025. The Consultant/Contractor will perform said services as an independent Consultant/Contractor and not as an employee of the District. Consultant/Contractor shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.
3. The District will prepare and furnish to the Consultant/Contractor upon request such information as is reasonably necessary to the performance of this **AGREEMENT**.
4. The District shall pay the Consultant/Contractor the total amount of \$ NTE: \$8,000 PER SITE 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: MEET THE MASTERS, INC.

Is individual retired from Cal STRS: Yes _____ No X

from CalPERS: Yes _____ No X If yes, date retired: _____

Signature: Kat Mitri

Phone #: (949) 973-5472

Fax #: _____

Date: 5-2-24

Social Security/Tax ID 33-0834702

DISTRICT:

Placentia-Yorba Linda Unified School District

By: _____
Assistant Superintendent, Business Services

Address: 1301 E. Orangethorpe, Placentia, CA 92870

Date: _____

Approved by Board: _____ (Date)

TERMS AND CONDITIONS OF AGREEMENT

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

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

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

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

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

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

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 KM.

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 KM.

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 KM.
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
June 4, 2024**

**INDEPENDENT CONTRACTOR AGREEMENT WITH MOBILE ED PRODUCTIONS, INC. FOR
THE 2024-25 SCHOOL YEAR**

Background

Before the opening of each school year, we establish and renew several independent contract agreements with vendors used by multiple sites and bring them to the Board for approval as a blanket request for the current school year.

Placentia-Yorba Linda Unified School District would like to continue to utilize the unique programs offered by Mobile Ed Productions, Inc.. Mobile Ed Productions presents grade-level science and history assemblies for K-6 elementary students. They offer over 30 different educational assembly programs covering many different aspects of curriculum content and based on State Standards. Mobile Ed Productions bring state-of-the-art equipment including 3D printing, digital planetarium projection, and high-end robotics. This agreement will allow schools to schedule assemblies during the 2024-25 school year.

Financial Impact

Budgeted gift or site funds, NTE: \$8,000 per school site

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Dr. Liz Leon, Director, Elementary Education

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

THIS AGREEMENT is made and entered into this 20th day of JUNE, 2024, by and between _____

MOBILE ED PRODUCTIONS, INC., 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)

PRESENTER OF GRADE LEVEL HISTORY AND SCIENCE ASSEMBLIES FOR DISTRICT-WIDE ELEMENTARY AND MIDDLE SCHOOLS AS SCHEDULED BY

EACH SITE.

2. The Consultant/Contractor will commence providing services under this **AGREEMENT** on JUNE 20, 2024, and will diligently perform as required and complete performance by JUNE 30, 2025. The Consultant/Contractor will perform said services as an independent Consultant/Contractor and not as an employee of the District. Consultant/Contractor shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.
3. The District will prepare and furnish to the Consultant/Contractor upon request such information as is reasonably necessary to the performance of this **AGREEMENT**.
4. The District shall pay the Consultant/Contractor the total amount of \$ NTE: \$8,000 PER/SITE 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: MOBILE ED PRODUCTIONS, INC.

Is individual retired from Cal STRS: Yes ☐ No ☒

from CalPERS: Yes ☐ No ☒ If yes, date retired: _____

Signature: 

Phone #: 800-433-7459

Fax #: _____

Date: 5/16/24

Social Security/Tax ID 38-2463141

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". — HIRED AND NON-OWNED 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 KW.

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

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

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

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 KW.
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
June 4, 2024**

**INDEPENDENT CONTRACTOR AGREEMENT WITH SEGERSTROM CENTER FOR THE
ARTS FOR THE 2024-25 SCHOOL YEAR**

Background

Before the opening of each school year, we establish several independent contract agreements with vendors used by multiple sites and bring them to the Board for renewal or approval as a blanket request for the current school year.

Placentia-Yorba Linda Unified School District would like to continue to utilize the unique programs offered by Segerstrom Center for the Arts. Segerstrom Center for the Arts provides multi-grade art assemblies and workshops for elementary and middle schools. Through a roster of more than 60 professional artists from around the world, Segerstrom Center offers a large variety of programs in dance, music, theater, and visual arts that can be customized to meet the needs of each school. This agreement will allow schools to schedule a program during the 2024-25 school year.

Financial Impact

Budgeted gift or site funds, NTE: \$8,000 per school site

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Dr. Liz Leon, Director, Elementary Education

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

THIS AGREEMENT is made and entered into this 20TH day of JUNE, 2024, by and between _____

SEGERSTROM CENTER FOR THE 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)

PROVIDER OF MULTI-GRADE ART ASSEMBLIES AND WORKSHOPS FOR DISTRICT-WIDE ELEMENTARY AND MIDDLE SCHOOLS AS SCHEDULED BY EACH SITE.

2. The Consultant/Contractor will commence providing services under this **AGREEMENT** on JUNE 20, 2024, and will diligently perform as required and complete performance by JUNE 30, 2025. The Consultant/Contractor will perform said services as an independent Consultant/Contractor and not as an employee of the District. Consultant/Contractor shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.
3. The District will prepare and furnish to the Consultant/Contractor upon request such information as is reasonably necessary to the performance of this **AGREEMENT**.
4. The District shall pay the Consultant/Contractor the total amount of \$ NTE: \$8,000 PER/SITE 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. [See addendum I for full language](#)
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: SEGERSTROM CENTER FOR THE ARTS

Is individual retired from Cal STRS: Yes _____ No X

from CalPERS: Yes _____ No X If yes, date retired: _____

Signature: Alexis Johnson

Phone #: (714) 556-2122

Fax #: _____

Date: 05/14/2024

Social Security/Tax ID 23-7287150

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", "Owned", "Non-Owned", and "Hired" 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 AJ.

The below insurance requirements are not applicable to the Consultant/contractor providing services that are the subject of this Agreement.

~~**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 AJ.

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 AJ.
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.

Addendum I

6. 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 **and arising from the negligence, willful or intentional misconduct of Consultant/Contractor, its employees or subcontractors**. 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~~ 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 **and arising from the negligence, willful or intentional misconduct of Consultant/Contractor, its employees or subcontractors**, 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 **from which District agrees to defend and indemnify Consultant/Contractor, its officers, directors, employees, agents and subcontractors**. 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 judgement 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.

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 4, 2024**

**AGREEMENT BETWEEN STARFALL AND ELEMENTARY SITES FOR THE ONLINE
READING WEBSITE FOR THE 2024-25 SCHOOL YEAR**

Background

Placentia-Yorba Linda Unified School District elementary schools have been using the Starfall Online Reading website to provide students in preschool through 5th grade the opportunity to learn reading and math in a fun interactive way. Starfall's emphasis on phonemic awareness, systematic sequential phonics, and common sight words in conjunction with audiovisual interactivity has proven effective in teaching emergent readers. The program is a web-based program that includes books, songs, educational games, and movies. Students' learning is extended through the use of animated songs and readings along with learning activities.

Research shows the positive effects of early reading intervention for students. Students that fall behind in reading lag in literacy-related skills in all academic areas. To help close the achievement gap, it is important to address the learning needs of students. Starfall was developed to help build a solid foundation in reading to strengthen fluency and comprehension. A school site online membership includes access for our students to build foundational reading and math skills on a fun, interactive website. The Starfall online membership includes online access to all books, songs, educational games, and movies along with online support for teachers.

Financial Impact

Supplemental or PTA funds, NTE: \$500 per site

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Dr. Liz Leon, Director, Elementary Education



Price Quote #5813-1115-0543

Date

05-02-2024

This Quote Expires on

08-30-2024

Shipping

Tynes Elementary School
Star Romero
1301 E Orangethorpe Ave
Placentia, CA 92870
US

sromero@pylusd.org

Remember, your purchase order must:

- ☐ Appear on school letterhead
- ☐ Contain your school name, ship to address, phone number, contact name and email address
- ☐ (If different from your shipping info) Include your billing address, billing contact and email
- ☐ Have a purchase order number issued by your school or district
- ☐ Accompany this price quote

SKU	Title	Quantity	Price	Total
MORE-S	School Membership	1	\$355.00	\$355.00
			Subtotal	\$355.00
			Shipping	\$0.00
			Total	\$355.00

A purchase order is a document created by you to request an order for Starfall products billable to your school or district.

For us to process your request, your purchase order must:

- appear on school letterhead
- contain your school name, address, phone number, contact name and email address
- have a purchase order number issued by your school or district
- accompany this price quote

Email your Purchase Order and this Price Quote to orders@starfall.com.

Alternatively, you may mail or fax the purchase order and price quote.

Contact helpdesk@starfall.com or call 1-888-857-8990 with any questions.

email
orders@starfall.com
PDF preferred.

toll free
phone 888-857-8990
fax 800-943-6666

outside the us
phone 303-417-6414
fax 303-417-6434

Starfall Education Foundation
P.O. Box 359
Boulder, CO 80306
Federal ID #: 46-4463460

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 4, 2024**

**INDEPENDENT CONTRACTOR AGREEMENT WITH STRATEGIC KIDS, LLC FOR THE
2024-25 SCHOOL YEAR**

Background

Before the opening of each school year, we establish and renew several independent contract agreements with vendors used by multiple sites and bring them to the Board for approval as a blanket request for the current school year.

Placentia-Yorba Linda Unified School District would like to offer enrichment programs, such as Chess and Masters of the Field, for our elementary students through Strategic Kids. Through fun stories, games, and exciting lessons qualified coaches from Strategic Kids will run each program focused on teaching life strategies such as teamwork, leadership skills, and sportsmanship. The ultimate goal of each class is for the students to have fun and each program is designed to teach the students important life skills.

Strategic Kids assists students in building confidence and teamwork skills through structured games and activities. TK-6 elementary students will have the option to participate throughout the year and benefit from the expertise of the Strategic Kids coaches. The classes offered through Strategic Kids will provide an opportunity for TK-6 elementary students to engage with their peers on campus. This agreement will allow schools to schedule programs during the 2024-25 school year.

Financial Impact

Budgeted gift or site funds, NTE: \$6,000 per school site

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Dr. Liz Leon, Director, Elementary Education

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

THIS AGREEMENT is made and entered into this 20TH day of JUNE, 2024, by and between _____

STRATEGIC KIDS, LLC, hereinafter referred to as "Consultant," and the Placentia-Yorba Linda Unified School District, hereinafter referred to as "District."

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

1. **SERVICES TO BE PROVIDED BY CONSULTANT/CONTRACTOR:** (Use attachment if more room needed)
PROVIDER OF A VARIETY OF ENRICHMENT PROGRAMS DURING LUNCH RECESS FOR DISTRICT-WIDE ELEMENTARY AND MIDDLE SCHOOLS
AS SCHEDULED BY EACH SITE.
2. The Consultant/Contractor will commence providing services under this **AGREEMENT** on JUNE 20, 2024, and will diligently perform as required and complete performance by JUNE 30, 2025. The Consultant/Contractor will perform said services as an independent Consultant/Contractor and not as an employee of the District. Consultant/Contractor shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.
3. The District will prepare and furnish to the Consultant/Contractor upon request such information as is reasonably necessary to the performance of this **AGREEMENT**.
4. The District shall pay the Consultant/Contractor the total amount of \$ NTE: \$6,000 PER/SITE 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: STRATEGIC KIDS, LLC

Is individual retired from Cal STRS: Yes _____ No X

from CalPERS: Yes _____ No X If yes, date retired: _____

Signature: 

Phone #: (949) 215-6956

Fax #: orangecounty@strategickids.com

Date: 05/02/2024

Social Security/Tax ID 46-1991549

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 AB.

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 AB.

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 AB.

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.

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.

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.

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.

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.

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 AB.

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.

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.

The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California.

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.

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.

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.

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.

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.

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
June 4, 2024**

**SCHOOL FIELD TRIP CONTRACT WITH CALIFORNIA STATE UNIVERSITY, FULLERTON
(CSUF) TITAN BOWL AND BILLIARDS FOR ELEMENTARY FIFTH AND SIXTH GRADES
FOR THE 2024-25 SCHOOL YEAR**

Background

Before the opening of each school year, we establish several independent contract agreements with vendors used by multiple sites and bring them to the board for renewal or approval as a blanket request for the current school year.

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 by 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 2025.

Financial Impact

Budgeted gift or site funds, NTE: \$2,800 per school site

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Dr. Liz Leon, Director, Elementary Education

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 4, 2024**

RENEW AGREEMENT WITH CENGAGE LEARNING FOR MATH SOFTWARE WEBASSIGN

Background

WebAssign is an application used for the past five years by our higher-level math teachers to support student learning. It is a flexible and fully customizable online instructional system with a robust selection of independently developed original content for our pre-calculus, College Readiness Calculus, and AP Statistics math courses. This online platform puts powerful tools in the hands of teachers, enabling them to deploy college-style assignments and instantly assess individual student performance. WebAssign provides an intelligent combination of technology, educational expertise, and problem sets that provides teachers and students with smart online tools for measured learning. This agreement is for August 2024 - July 2025.

Financial Impact

Lottery, NTE: \$16,200

Administrator

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



To place your order: select [Submit Customer Purchase Order Here](#)

Confidential Price Quote (6551185)

[Submit Customer Purchase Order Here](#)

5/21/2024

Pricing on this Proposal Guaranteed: **10/7/2024**

Presented To: Susan Rotkosky, srotkosky@pylusd.org

Prepared By: Thomas Eddy, (858) 551-4255, tom.eddy@cengage.com

SHIP TO: PLACENTIA YORBA LINDA USD Susan Rotkosky 1301E E ORANGETHORPE AVE PLACENTIA, CA 92870 USA	BILL TO: PLACENTIA YORBA LINDA USD Cameron Casteneda 1301E E ORANGETHORPE AVE PLACENTIA, CA 92870 USA	Cengage Learning ATTN: Order Fulfillment 10650 Toeppen Drive Independence, KY 41051 (800) 354-9706 http://NGL.Cengage.com/CustomerSupport
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[View Quote in CAD](#)

Quoted Products: 9-12 WA Math_Stats and Precalc

Qty	Update Qty	Product	Price	Quoted Price	Total
620	<input type="checkbox"/>	High School WebAssign Webassign 1st Edition [STM, 2013] 9781305630925 / 1305630920 Stewart/Redlin/Watson - Precalculus : Mathematics for Calculus 9781305115309	\$50.00	\$22.00	\$13,640.00
20	<input type="checkbox"/>	High School WebAssign Webassign 1st Edition [STM, 2013] 9781305630925 / 1305630920 Stewart/Redlin/Watson - Precalculus : Mathematics for Calculus 9781305115309	\$50.00	\$0.00	FREE
84	<input type="checkbox"/>	WebAssign Instant Access for Peck/Olsen/Devore's Introduction to Statistics and Data Analysis, Single-Term Peck/Olsen/Devore 5th Edition [STM, 2016] 9781337769839 / 1337769835	\$103.00	\$22.00	\$1,848.00
20	<input type="checkbox"/>	WebAssign Instant Access for Peck/Olsen/Devore's Introduction to Statistics and Data Analysis, Single-Term Peck/Olsen/Devore 5th Edition [STM, 2016] 9781337769839 / 1337769835	\$103.00	\$0.00	FREE

Comments: **Quote is for the 2024-25 school year. All access will be from Aug 2024 to July 2025**

Sub-Total:	\$15,488.00
+ Estimated Shipping and/or Process Fee:	\$619.52

TOTAL: \$16,107.52

Total Savings: \$27,224.00

[Submit Customer Purchase Order Here](#)

Thank you for your interest in Cengage Learning products.

All information embodied in this document is strictly confidential and may not be duplicated or disclosed to third parties outside recipient's organization without prior written consent of Cengage Learning.

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 4, 2024**

**AGREEMENT WITH GOGUARDIAN FOR PEAR ASSESSMENT ENTERPRISE STUDENT
LICENSES**

Background

Pear Assessment is a digital assessment creation, administration, and data-analysis platform that was formerly known as Edulastic. Secondary teachers across multiple departments have used this platform for multiple years in the creation and delivery of common assessments and subsequently used its robust data-analysis tools to analyze student achievement and make data-informed adjustments to their instruction. Elementary teachers have asked for this platform to be made available to them for administering and scoring common formative assessments and performance tasks. Therefore, this renewal agreement includes an expansion of the software platform to include licenses for Grade 3-12 students and teachers. The agreement provides for 18,180 licenses for the 2024-25 school year and includes a full day of professional development for teachers.

Financial Impact

Learning Recovery Emergency Block Grant, NTE: \$81,000

Administrator

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

ORDER FORM

QUOTE # Q-398130
DATE 4/25/2024
EXPIRATION DATE 9/14/2024



Bill To

Placentia-Yorba Linda Unified School District
(CA)
1301 E Orangethorpe Ave
Placentia, California 92870
United States

Ship To

Cameron Castaneda
Placentia-Yorba Linda Unified School District
(CA)
1301 E Orangethorpe Ave
Placentia, California 92870-5396
United States
ccastaneda@pylusd.org

GoGuardian

Liminex, Inc. dba GoGuardian
2030 E Maple Avenue
El Segundo, California 90245
United States

Thank you for your interest in our products! This order form ("**Order Form**") identifies the GoGuardian products you have selected for subscription ("**Licensed Product(s)**"), the term of your initial subscription(s) to the Licensed Product(s) ("**Initial Term**"), the number of licenses included in your base subscription(s) ("**Licenses**"), as well as the fees associated with your base subscription(s), any Licenses you add to your subscription(s) during the Initial Term, and support and professional services related to the Licensed Product(s).

This Order Form, once executed by authorized representatives of Liminex, Inc. dba GoGuardian ("**GoGuardian**") on behalf of itself and its family of company Affiliates including Pear Deck, Inc. ("**Pear Deck**"), Edulastic (formally - Snapwiz, Inc. doing business as Edulastic, "**Edulastic**"), and Zorro Holdco LLC dba TutorMe ("**TutorMe**"), and the organization listed below ("**School**," "**you**" or "**your**"), and together with the Liminex Product Terms of Service and End User License Agreement available at <https://www.goguardian.com/policies/eula> (for Liminex), <https://www.peardeck.com/terms-of-service> (for Pear Deck), <http://edulastic.com/terms-of-service> (for Edulastic), and <https://tutorme.com/policies/eula> (for TutorMe) (the "**Terms**" and, together with this Order Form, the "**Agreement**"), forms a binding contract. All capitalized terms not defined in this Order Form have the meaning given to them in the Terms. In the event of any conflict between this Order Form and the Terms, the terms set forth in this Order Form will prevail, but solely with respect to this Order Form. We do not agree to any other terms, including without limitation any terms on your School's purchase order.

QTY	PART #	DESCRIPTION	START DATE	END DATE	UNIT PRICE	EXTENDED
18,180	GG-ENT11Y-010000	Pear Assessment Enterprise student licenses Unlimited teacher and administrator licenses Technical support by phone, chat and email	8/16/2024	8/15/2025	\$4.28	\$77,810.40
1	GG-FDVPD1Y-000001	Full Day Virtual Professional Development	8/16/2024	8/15/2025	\$3,000.00	\$3,000.00
TOTAL (USD):						\$80,810.40

Add-on Licenses. If during the Initial Term or during any Renewal Term, you would like to expand your base subscription(s) to include additional Licenses, please contact GoGuardian so that we can send you an additional Order Form for those 'add-on' Licenses ("**Add-Ons**"). If we do not hear from you and you deploy additional Licenses, we will send you an Order Form and invoice your Organization for subscriptions to the Add-Ons you use. Add-Ons, once deployed, will be rolled into your base subscription, and, collectively, are referred to as the "**Subscription**."

RENEWAL SUBSCRIPTION TERM

Following the Initial Term, your Subscription (including any Add-Ons during the previous term) will automatically renew on an annual basis for successive 12-month periods (each, a "**Renewal Term**," and together with the Initial Term, the "**Term**") at our then-current fees (including an Innovation Increase as defined below) for such Subscription, unless you provide us with written notice of cancellation or written intent not to renew at least sixty (60) days prior to the end of the then-current Term. Your cancellation will take effect as of the last day of your then-current Term and you will not be charged for the upcoming Renewal Term. You will not be entitled to receive a refund or credit of any subscription fees paid for your then-current Term even if you elect not to use the Subscription for the remainder of that Term.

ORDER FORM

QUOTE # Q-398130
DATE 4/25/2024
EXPIRATION DATE 9/14/2024



RENEWAL FEES

We are dedicated to improving the Licensed Products on an ongoing basis through continued innovation in research and development. For this reason, following the Initial Term, the Subscription Fee-Per License Price for each Licensed Product will be subject to an automatic fee increase equal to 5% above the Subscription Fee-Per License Price you paid for the Licensed Product in the previous term ("**Innovation Increase**"). Order Forms and invoicing for Renewal Terms will reflect the Innovation Increase and your renewal subscription fees will be calculated using the increased fees for the number of Licenses included in your Subscription. You agree to pay the Subscription Fees, reflecting the Innovation Increase, due for each Renewal Term as described herein, unless you decide not to renew the Subscription with GoGuardian in accordance with this Order Form.

PAYMENT

Full payment of the Total Base Subscription Fees for Initial Term is required before access to the Subscription is provided for the Initial Term. Your Organization is responsible for all payment of fees associated with any Add-Ons. Payment for all fees, including any fees for Add-Ons, is due within thirty (30) days of invoice date. Payment of the applicable Total Base Subscription Fees (including fees for any Add-Ons) for each Renewal Term is also due up front in full in advance of each Renewal Term, Your School is responsible for all taxes and duties unless expressly included in this Order Form.

ORDER FORM

QUOTE # Q-398130
DATE 4/25/2024
EXPIRATION DATE 9/14/2024



Professional Development Addendum:

A "Professional Development Service" means an end-user training to be conducted by a member(s) of the GoGuardian Product Training Team, which may be broken down into multiple sessions ("Sessions"). The specific details, including the number of Sessions, the dates/times and what will be covered in the Sessions will be as discussed between you and a representative from the GoGuardian Product Training Team, and will be confirmed via a Zoom link to be sent out. The Professional Development Service is subject to the terms below and the terms set forth in the Order Form:

- Virtual Sessions must be booked at least seventy-two (72) hours in advance and in-person Sessions must be booked at least four (4) weeks in advance
 - Please contact your account representative to schedule a Session and you will receive a Zoom link indicating that your Session has been booked.
 - Sessions and any rescheduled Sessions are always subject to the availability of the GoGuardian Product Training Team
- If you need to cancel or reschedule a previously scheduled virtual Session, you must do so at least twenty-four (24) hours in advance.
 - If you cancel within the twenty-four (24) hour window, the Session will be deducted from your Professional Development Services and no refund will be provided for that Session.
- If you need to cancel or reschedule a previously scheduled in-person Session you must do so at least 5 days in advance.
 - If you cancel within the 5 day window, the Session will be deducted from your Professional Development Services and no refund will be provided for that training day.
- If you do not attend a scheduled Session and do not cancel at least twenty-four (24) hours in advance ("No-Show"), you will not be able to reschedule such Session, the Session will be deducted from your Professional Development Services and no refund will be provided for that Session.
- Any Professional Development services will be valid for 1 (one) year post purchase date.
 - Any remaining Sessions will be canceled after such date, and you will not be eligible to receive any refunds.

These terms enable the GoGuardian Product Training team to provide the highest quality training possible. By adhering to these guidelines, both parties are ensuring the best level of customer satisfaction.

Signature: _____

Name: _____

Title: _____

Email: _____

Accounts Payable Name: _____

Accounts Payable Email: _____

PO Number (Optional): _____

Additional Notes (requests
for delayed invoicing, etc.): _____

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 4, 2024**

AGREEMENT WITH ESSENTIAL CONNECTIONS (LOVE AND LOGIC)

Background

Essential Connections is an independent contractor that Placentia-Yorba Linda Unified School District has previously utilized to support teacher professional development centered around student behavior by providing research-based strategies for engaging students as a means of improving student achievement. In addition, Essential Connections has provided training to new hires and new teachers for the past three years. Topics will include relationship-building tools, choices within limits, and enforceable statements. This Love and Logic session will be facilitated by Erin Sherard, M.S. Educational Counseling, and Jamie De La Mora, M.S. in Educational Counseling. They will provide five sixty-minute blocks during New Hire Institute and throughout the 2024-25 school year.

Financial Impact

Educator Effectiveness Block Grant, NTE: \$18,750

Administrator

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

PYLUSD 2024- 2025 Proposal

New Hire Summer Institute

- 1) One (1) Summer New Educator Training - \$3,750
 - a) New educator training on Effective Communication with Families
 - b) Customized digital presentation on topic decided upon with Cameron Castaneda
 - c) One (1) 90-minute live or synchronous training
 - d) 3 hours of research, development, and planning
 - e) Two (2) Trainers for discussion and collaboration
 - f) Digital access to all training materials

New Hire Professional Development

- 2) Four (4) 60-minute Induction Trainings - \$15,000
 - a) Resetting Classroom Culture and Foundational Relationship Building
 - b) Offering Choices within Limits: A Preventative Classroom Management Tool
 - c) The Importance of Delaying Consequences
 - d) The Power of Enforceable Statements
 - e) Four (4) 60-minute live or synchronous training sessions
 - f) 12 (twelve) hours of research, development, and planning per session topic
 - g) Customized digital presentation on topic
 - h) Two (2) Master Trainers for discussion and collaboration
 - i) Digital access to all training materials

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 4, 2024**

AGREEMENT WITH FILM ED FOR THE 2024-25 SCHOOL YEAR

Background

FilmEd Academy of the Arts provides training for students at Esperanza, El Dorado, Valencia, and Yorba Linda High Schools to produce, film, edit, and deliver the weekly school broadcast, creative film festival projects, live feed multi-camera events, and a video yearbook by way of an annual campus life film ("Yearcast") to include sports, fine arts, dances, activities, and creative work throughout the year. All students will receive a copy of the "Yearcast" at the end of the school year.

Financial Impact

General Fund, NTE: \$202,000

Administrator

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

STANDARD FORM OF AGREEMENT
FILMED ACADEMY OF THE ARTS LTD

4533 MacArthur Blvd #240
Newport Beach, CA 92660
Tel. (949) 278-0278

THIS AGREEMENT ("Agreement") is made as of this 1st day of June 2024 by and between FILMED ACADEMY OF THE ARTS LTD ("Consultant") whose address is 4533 MacArthur Blvd #240, Newport Beach, CA 92660 and the Placentia-Yorba Linda Unified School District ("Client") located at **1301 E, Orangethorpe Ave., Placentia, CA 92870 .**

ARTICLE 1 – SCOPE OF THE WORK

1. Consultant shall train students at El Dorado High School, Esperanza High School, Valencia High School, and Yorba Linda High School (hereinafter "4 high schools") to produce, film, edit and deliver the school weekly broadcast, creative film festival projects, LIVE feed multi-camera events, and an annual campus life film (hereinafter "Yearcast") to include sports, fine arts, dances, activity and creative work throughout the year.
2. Consultant shall upload a Yearcast for each of the 4 high schools to a secure server at yearcast.com for student streaming as determined by Client.
3. Client shall determine if each Yearcast shall be packaged with the Client's edition of the printed yearbook or available to all.
4. Client shall be responsible for any pricing of the Yearcast.
5. Consultant shall supply two (2) professional digital video cameras including batteries, one (1) Tripod, one (1) wireless lapel mic kit, one (1) reflector, and two (2) 256g P2 Cards to be used solely by students designated by Client and approved by Consultant (hereinafter "FilmEd* students").
6. Client shall be responsible for providing a minimum of seven (7) students to produce the Yearcast by no later than 6/1/24 . Client and Consultant agree to interview and mutually approve each student before placement.
7. Client shall store and secure all equipment on campus in a locked classroom, or similar facility, in PortaBrace Bags provided by Consultant when not signed out to an approved student. Designated and approved FilmEd* students may sign-out and use equipment off-campus only after that student and at least one (1) of student's parents, or other legal guardian, execute the Memorandum of Understanding attached hereto as Exhibit "A" and incorporated herein by this reference.
8. Consultant shall provide a summer FilmEd* workshop in camera use, filming procedure and editing to no more than 120 designated FilmEd* students from across all 4 high schools, prior to the start of school, 9/1/24 . Client shall make available to Consultant, at no cost to Consultant, a classroom or other facility reasonably suitable to Consultant for the conducting of the workshop.
9. Consultant shall meet with FilmEd* students throughout the school year. Client shall be responsible for scheduling FilmEd* students to shoot on and off campus. Consultant will verify that Client has obtained proper parent permission for student activity in the program.
10. Consultant shall provide assistance in filming not more than forty (40) school events at all of the 4 high

schools combined. Client shall give Consultant no less than seventy-two (72) hours notice prior to these events, if Consultant's assistance is needed.

11. Client shall provide a calendar of school activities to Client by registration, 8/31/24.
12. Client shall be responsible for final approval of content prior to upload of Yearcast and the subsequent release to students. The Client shall have fifteen (15) days from receipt of the proposed Yearcast to approve or disapprove its contents. Any content not expressly disapproved by the expiration of said fifteen (15) day period, shall be deemed approved by Client. Changes to content after the approval of the content by Client, shall be done at Client's sole cost and expense.
13. Consultant and FilmEd* students shall not be required to pay admission to events which are being filmed for the Yearcast. Client agrees to give Consultant and FilmEd* students free access passes to school events on and off-campus for filmmaking.
14. Client shall be responsible for any marketing or advertisement of Yearcast.
15. Client agrees to give Consultant exclusive filming rights for the school year at each of the 4 high schools.

ARTICLE 2 – CONFIDENTIALITY / OWNERSHIP OF PRODUCT

All reproduction and distribution rights to photos, video, audio and other mediums, as well as copies thereof, furnished by the Consultant is, and shall remain, the sole and exclusive property of the Consultant. They may not be duplicated and/or used for any other purpose unless authorized in writing by Consultant. Consultant may use any and all photos, video, audio, or other mediums, for marketing and advertising purposes. Client may use any and all photos, video, audio and other mediums to produce any additional on-campus productions.

Consultant represents that it shall not publish or cause to be disseminated through any press release, public statement, or marketing or selling effort any information which is related to this Master Contract.

ARTICLE 3 – COMPENSATION

Client agrees to pay Consultant \$50,475 per school for the Yearcast and FilmEd Academy of the Arts Program at each of the 4 high schools. Client agrees to pay the Consultant in 3 payments. The first payment shall be paid no later than 10/1/24, or approximately 60 days after the students have been trained and equipment has been received. The second payments shall be paid no later than 2/1/25 as the FilmEd Academy of the Arts Agreement is two-thirds fulfilled. The third payment will be due and paid to the Consultant, no more than 30 days after the Yearcast is uploaded, 6/1/25.

ARTICLE 4 – TERM

The term of this Agreement shall commence on the Effective Dates from 6/15/24 through 6/14/25, unless sooner terminated in accordance with Article 8 below.

ARTICLE 5 – PAYMENT

Client shall remit all payments to Consultant within thirty (30) days of receipt of billing from Consultant, subject to any approval or condition required or provided by this Agreement.

ARTICLE 6 – INSURANCE COVERAGE

Consultant shall insure all equipment supplied to the school for use in producing the FilmEd* Yearbook. Client shall maintain standard policies of general liability and property damage insurance in amounts not less than that carried by the majority of schools, or school districts in Orange County, California.

ARTICLE 7 – INDEMNITY AND HOLD HARMLESS

Client shall indemnify, defend and hold Consultant harmless from all loss, claims, suits, damages, fines, penalties, expenses and counsel fees arising out of bodily injury or death, or damage to or destruction of property, arising out of or encountered in connection with the FilmEd* Yearbook, unless such injury to or death of persons, or damage to or destruction of property, is due to the gross negligence or fault of Consultant.

Consultant shall defend, hold harmless and indemnify PYLUSD, its officers, employees, administrators, agents, attorneys, volunteers, subcontractors and the PYLUSD Board of Education ("PYLUSD Indemnities") against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master

Contract or its performance to the extent that such loss, expense, damage or liability was proximately caused by an act or omission of Contractor, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding PYLUSD and PYLUSD Indemnities) and from every claim or demand which may be made by reason of:

A. Any injury to person or property sustained by the Consultant or by any person, firm, or corporation, employed directly or indirectly by them upon or in connection with his performance under the Master Contract, however caused, unless such injury is caused by the negligence or willful misconduct of PYLUSD.

B. Any injury to person or property sustained by any person, firm or corporation, caused by any act, neglect, default, or omission of the Consultant or of any person, firm, or corporation, indirectly employed by them upon or in connection with his performance under the Master Contract.

C. Any liability that may arise from the Consultant or any of its employees, agents or subcontractors furnishing or use of any copyrighted composition, or patented invention, under this Master Contract.

ARTICLE 8 - ASSIGNMENT

Client and Consultant may not assign its rights or delegate its obligations under this contract or reasonably inferable therefrom without the prior written consent of each party to the contract. Any assignment or delegation by Client or Consultant without prior written consent, shall be null and void and of no force whatsoever.

ARTICLE 9 – TERMINATION

Either party may terminate this Agreement for "cause" upon forty eight (48) hours written notice. "Cause" shall be defined as, and shall include but not be limited to, the Client: (i) being adjudged a bankrupt, or (ii) material breach of a term of this Agreement, (iii) failing to make prompt payment to Consultant or (iv) persistently disregarding laws, ordinances, rules, regulations or orders of any public authority having jurisdiction.

ARTICLE 10 – SEVERABILITY OF TERMS

If any of the terms of this Agreement are subsequently or are now illegal, they may be severed from the Agreement without affecting the remaining terms.

ARTICLE 11 – NO WAIVER

No action, failure of action or delay by Consultant shall constitute a waiver of any of Consultant's rights or remedies under this Agreement.

ARTICLE 12 – NOTICES

For the purposes of this Agreement, any notices and demands required to be given shall be given to the parties in writing and by Certified or Registered Mail at the addresses set forth on Page 1 of the Agreement, or to such other address as the parties may hereafter substitute by written notice.

ARTICLE 13 – LAWS GOVERNING AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any claim or action between the parties shall be (i) filed and tried only by a court of competent jurisdiction sitting in the County of Orange, State of California, or (ii) filed and settled by arbitration at the local California chapter of the American Arbitration Association.

ARTICLE 14 – HEADINGS

The paragraph/article headings used in this Agreement are meant only as guidelines and are in no way to be considered controlling as to the content and/or interpretation of each paragraph herein.

ARTICLE 15 – ENTIRE AGREEMENT

This Agreement, consisting of the foregoing, correctly sets forth the entire agreement between Client and Consultant. No agreements or understandings shall be binding on either of the parties hereto unless specifically set forth in this Agreement. Written amendments can be set forth subsequent to the execution of this Agreement provided such agreements are signed by an authorized representative of both the Consultant and Client.

ARTICLE 16 – CRIMINAL RECORDS CHECK

Consultant will be required to comply with the applicable requirements for Education Code Section 45125.1 with respect to fingerprinting of employees and must complete the District's Criminal Records Check Certification.

ARTICLE 17 – HEALTH AND SAFETY

Consultant shall comply with all applicable federal, state, local, and PYLUSD laws, regulations, ordinances, policies and procedures regarding student health and safety.

ALL OF THE TERMS OF SAID AGREEMENT ARE HEREBY FULLY AGREED TO BY THE PARTIES

CLIENT: _____
(Name)

(By)

(Print Name)

(Title)

Executed this ____ day of _____, 20____, at _____, California.

CONSULTANT: **FilmEd Academy of the Arts LTD**
(Name)

(By)
David Junker
(Print Name)
President
(Title)

Executed this ____ day of _____, at Orange County, California.

EXHIBIT "A"
MEMORANDUM OF UNDERSTANDING
FILMED ACADEMY OF THE ARTS

- _____ 1. Student shall attend assigned scheduled events and represent his/her school in a responsible manner displaying courtesy, maturity and professionalism.
- _____ 2. Student shall arrive and set-up equipment at least thirty (30) minutes before event.
- _____ 3. Student shall not leave any equipment unattended.
- _____ 4. Student shall lock up equipment in designated classroom on campus unless equipment is officially signed out to student by Filmed Academy of the Arts personnel.
- _____ 5. Student must sign-out equipment by (i) his/her signature in journal, and (ii) calling FilmEd* telephone number.
- _____ 6. Student shall help editor log highlights after filming of an event.
- _____ 7. Student shall only transport the cameras in PortaBrace Bags on and off campus.
- _____ 8. Student shall not leave any Filmed Academy of the Arts equipment in his/her vehicle, locker, or other location where such equipment may be stolen or damaged.
- _____ 9. Student shall not permit anyone, other than individuals authorized by Filmed Academy of the Arts to use or handle the equipment or other Filmed Academy of the Arts property.
- _____ 10. Student understands that he/she shall be solely responsible for the equipment and other Filmed Academy of the Arts property whether used on or off campus after signing it out.
- _____ 11. Student shall not use equipment for any purpose other than the FilmEd* Yearbook without Filmed Academy of the Arts permission.
- _____ 12. Student shall not use equipment in an unsafe environment without coordinator permission (i.e. weather, moving vehicle).
- _____ 13. Student understands risks involved and shall hold _____ and _____ harmless in the event of injury, actions, suits, penalties or expenses that result from student's involvement in the FilmEd* Program.
- _____ 14. Student shall be responsible for a \$750.00 deductible if equipment is lost, stolen or damaged on or off-campus while signed-out.
- _____ 15. Student shall be available for mandatory FilmEd* Workshop, scheduled _____, before using equipment.
- _____ 16. Student shall immediately call the FilmEd* Instructor if any equipment is missing, not functioning properly, or if he/she cannot attend an assigned scheduled event.
- _____ 17. Student understands that by registering, he/she is committed to producing the FilmEd* Yearbook for one (1) academic year.
- _____ 18. Student understands that deadlines and quality of work shall be reflected in course grade.
- _____ 19. Student agrees not to sell, distribute, produce or otherwise use work product created during production of the FilmEd* Yearbook for any purpose other than FilmEd*.
- _____ 20. Student understands that producing a FilmEd* Yearbook is a team project and shall work together.
- _____ 21. Students shall try to quickly resolve problems and differences in opinion in a fair and equitable manner amongst themselves, however, if a responsible resolution cannot be reached, Student should bring the issue to attention of a Teacher or FilmEd* Instructor.

ALL OF THE TERMS OF SAID AGREEMENT ARE HEREBY FULLY AGREED TO BY THE PARTIES.

STUDENT: _____

(By)

(Print Name)

Executed this _____ day of _____ 20_____, at _____

PARENT: _____

(By)

(Print Name)

Executed this _____ day of _____ 20_____, at _____



4533 MacArthur Blvd #240
Newport Beach, CA 92660

QUOTE#: 10254

Page: 1 of 1

Production: El Dorado, Esperanza, Valencia, Yorba Linda HS FilmEd Program

Date: May 1, 2024

Contact: Cameron Castaneda

Payment Type: Check

Description	Quantity	Rate
FilmEd Program (2024-2025 School Year) Consultant shall upload a Yearcast for each of the 4 high schools to a secure server at yearcast.com for student streaming as determined by Client. Consultant shall supply (2) professional digital video cameras including batteries (1) Tripod (1) wireless lapel mic kit (1) reflector (2) 256g P2 Cards to be used solely by students designated by Client and approved by Consultant (hereinafter "FilmEd* students") Consultant shall provide a summer FilmEd* workshop in camera use, filming procedure and editing to no more than 120 designated FilmEd* students from across all 4 high schools. Please refer to Standard Form of Agreement for more details	4	\$50,475.00

TOTAL:

\$201,900.00

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 4, 2024**

AGREEMENT WITH INSTRUCTURE FOR CANVAS LEARNING MANAGEMENT SYSTEM

Background

Canvas is a learning management system that allows teachers to create, store, manage, and grade their respective course lessons and activities in a digital platform. Students can join a teachers class and follow the prescribed sequence of activities, assignments, and assessments in an organized manner via this digital platform. This agreement is to continue our use of Canvas for the 2024-25 school year.

Financial Impact

Learning Recovery Emergency Block Grant, NTE: \$64,000

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services

Dr. William Gray, Executive Director, Secondary Education



Services Order Form

Order #:Q-342457-2
Date:2024-03-08
Offer Valid Through:2024-06-15

6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, United States

Order Form For Placentia-Yorba Linda Unified

Address:1301 E. Orangethorpe Ave.
City:Placentia
State/Province:California
Zip/Postal Code:92870
Country:United States

Order Information
Billing Frequency:Annual Upfront
Payment Terms:Net 30

Billing Contact

Name:
Email:
Phone:

Primary Contact

Name:William Gray
Email:wgray@pylUSD.org
Phone:+1 714 986 7000

Billing Frequency Term:
Non-Recurring items will be invoiced upon signing. Recurring items will be invoiced 30 days prior to the annual start date.

Year 1						
Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas LMS Cloud Subscription	2024-07-01	2025-06-30	User	4,000	USD 8.26	USD 33,040.00
24x7 Tier 1 Support (Faculty Only)	2024-07-01	2025-06-30	30% of Subscription (Minimums Apply)	1	USD 9,912.00	USD 9,912.00
Canvas Studio Cloud Subscription	2024-07-01	2025-06-30	User	4,000	USD 2.37	USD 9,480.00
Canvas Student Pathways Subscription	2024-07-01	2025-06-30	User	3,500	USD 3.27	USD 11,445.00
Recurring Sub-Total						USD 63,877.00
Year 1 Total						USD 63,877.00
Grand Total:						USD 63,877.00

Deliverable	Description	Expiration	Qty
Canvas LMS Cloud Subscription	Canvas LMS - K-12 Subscription (by user)	N/A	4,000
24x7 Tier 1 Support (Faculty Only)	24x7 Tier 1 support (faculty only) per year (30% of subscription - min \$3500)	N/A	1
Canvas Studio Cloud Subscription	Canvas Studio - K-12 Subscription (User)	N/A	4,000
Canvas Student Pathways Subscription	Canvas Student Pathways Subscription (User)	N/A	3,500

The items above must be completed during the time period beginning on the later of the Effective Date or the initial Start Date specified in this Order Form and ending pursuant to the time frame set forth in the Expiration column above.

Metrics and Descriptions:

User: User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use.

In the event Customer enables access to the Service to more Users over a given contract year than are allocated to such contract year as set forth above, then Instructure reserves the right, in its sole discretion, to invoice the Customer for such additional number of Users. In addition, the User fees set forth above are based on the assumption that Customer's Users will use the Service commensurate with the average usage patterns of users across Instructure's user base in the aggregate (such average usage being referred to herein as "Typical Use") and do not account for usage of the Service by Customer's Users beyond such Typical Use. To the extent the Users' usage of the Service, in the aggregate, exceeds the Typical Use at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of or additional Users who have access to the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days of receipt.

Product	Description
Canvas LMS Cloud Subscription	Storage included in the annual subscription fee is (i) Unlimited files and database storage, and (ii) 500 MB per (FTE/User/Enrollment/Seat) multimedia storage. Additional multimedia storage can be purchased for USD \$1.00 per 1GB per year.
Canvas Studio Cloud Subscription	Storage included in the annual subscription fee is (i) Unlimited files and database storage, and (ii) 500 MB per (FTE/User/Enrollment/Seat) multimedia storage. Additional multimedia storage can be purchased for USD \$1.00 per 1GB per year.
Canvas Student Pathways Subscription	<ul style="list-style-type: none"> - Ability to create/issue badges (adhering to Open Badge Standard) upon completion of assessment, event, milestone; manually or automatically upon specific score threshold - Automatic direct-deposit of digital badges to the Students' ePortfolio and synced to the supporting artifact/evidence - Ability to create digital pathway with multiple milestones and requirements - Ability to enroll and/or invite Students to engage in the digital pathway - Ability to engage with Students at various points along their digital pathway - Ability to view and export report of the Students enrolled in digital pathway, along with their performance and progress along the pathway - Ability to view and export report of issued badges/earners linked to the program/course/assignment, rubric and evidence of mastery

Duration: The Services provided under this Order Form shall begin on the first year Start Date set forth above and continue through the last year End Date set forth above, provided, however, that Instructure may provide certain implementation related Services prior to the first year Start Date at its sole discretion.

Miscellaneous: Instructure's support terms are available as follows:
Canvas & Catalog: <https://www.instructure.com/canvas/support-terms>
Portfolium: <https://portfolium.com/support-terms>
MasteryConnect: <https://www.masteryconnect.com/support/>

As part of our commitment to provide the most innovative and trusted products in the industry, at times we must increase our renewal rates to cover additional expenses associated with advancing our products. If you have concerns with any increases, please reach out to your account representative.

In the event that Customer fails to execute this Order Form prior to the Start Date listed above, all fees shall become due payable upon Customer's receipt of an invoice.

Terms and Conditions

This Order Form shall be governed by the Master Terms and Conditions which can be found here:
<https://www.instructure.com/policies/master-terms-and-conditions>

In the event of any conflict between this Master Terms and Conditions and any addendum thereto and this Order Form, the provisions of this Order Form shall control.

The parties agreement with regards to Instructure's processing of personal data or personally identifiable information can be found at: <https://www.instructure.com/policies/data-processing>

Auto Renewal Terms

Recurring items on this Order Form (other than any 3rd Party Products) shall automatically renew for succeeding terms of 12 month duration at an annual price increase of 8% unless either party gives the other party 60 days' written notice of its intent not to renew prior to the expiration of the then-current term.

PURCHASE ORDER INFORMATION	TAX INFORMATION
Is a Purchase Order required for the purchase or payment of the products on this order form? Please Enter (Yes or No): _____ If yes, please enter PO Number: _____	Check here if your company is exempt from US state sales tax : _____ <i>Please email all US state sales tax exemption certifications to ar@instructure.com</i>

Customer purchasing documentation, such as Purchase Orders, shall only be used as proof of acceptance of the Order Form referenced therein, and the associated Master Terms and Conditions. Any terms and conditions included in any such Customer purchasing documentation are hereby expressly disclaimed by Instructure, shall be void and of no effect, and shall in all cases be superseded by the applicable Master Terms and Conditions.

By executing this Order Form, each party agrees to be legally bound by this Order Form.

Placentia-Yorba Linda Unified

Signature:	_____
Name:	_____
Title:	_____
Date:	_____

Instructure, Inc.

Signature:	_____
Name:	_____
Title:	_____
Date:	_____

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 4, 2024**

**RENEW K-12 DATA SHARING AND SERVICES PARTNERSHIP AGREEMENT WITH THE
FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES**

Background

The Foundation for California Community Colleges financially supports a college readiness portal for public school students and families in California called CaliforniaColleges.edu that is operated by the California College Guidance Initiative (CCGI). The tools in this portal include career interest surveys, college search tools, information on financial aid, and college eligibility reports. Students can launch University of California, California State University, Free Application for Federal Student Aid (FAFSA), and California Dream Act Application financial aid applications. It is used by our college and career readiness seminar teachers for instruction and can be used by guidance counselors to track student applications.

In order to use all the features of the portal and provide accurate college-eligibility information to students and families, student achievement data is shared with CCGI. This annual agreement outlines the obligations of the district to share information with CCGI and CCGI's obligations to maintain data security.

Financial Impact

No cost to the district

Administrator

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

K-12 DATA SHARING AND SERVICES PARTNERSHIP AGREEMENT

THE FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

On behalf of:
The California College Guidance Initiative

And

PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT

Agreement No. 00008915

This K-12 Data Sharing and Services Partnership Agreement (“Agreement”) is entered into by and between the Foundation for California Community Colleges, a nonprofit 501(c)(3) organization ("Foundation"), on behalf of the California College Guidance Initiative ("CCGI"), and the **PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT** (“Local Educational Agency” or “LEA”), collectively (“Parties”) to set forth the roles and responsibilities of the Parties related to LEA’s uploading of its students’ Education Records to www.CaliforniaColleges.edu ("CaliforniaColleges Website") and Foundation’s provision of account support services on the CaliforniaColleges Website, the state of California’s official college and career planning platform. The Parties understand and intend that CCGI be designated as an outsourced provider of institutional services and a “school official” with legitimate educational interests in such Educational Records as described in 34 C.F.R. 99.31(a).

I. DEFINITIONS

The following capitalized terms when used in this Agreement shall have the meanings ascribed to them respectively, in this Definitions section, unless such term is otherwise expressly defined in this Agreement.

“**Agreement**” shall have the meaning set forth in the preamble above and includes all linked addenda, schedules, and other attachments hereto (see below), as each may be amended from time to time to align CCGI’s practices with California state policy, institutional policies of the public college systems in California and the California Student Aid Commission, and to update improvements in CCGI’s security practices. Amendments to the addenda, schedules, and other attachments linked below will only take effect upon thirty (30) days’ notice to LEA. Should there be any conflict between the terms of this K-12 Data Sharing and Services Partnership Agreement and any other terms linked below, this K-12 Data Sharing and Services Partnership Agreement shall take precedence, any other conflicts shall follow the following order of precedence: (1) Terms and Conditions of Partnership, (2) Data Privacy and Security Addendum, (3) Data File Specifications, available at <https://www.cacollegeguidance.org/tcp/>. The Data File Specifications provide instructions for uploading Student Data onto the California Colleges Website.

[Terms and Conditions of Partnership](#)
[Data Privacy and Security Addendum](#)
[Data File Specifications](#)

“**CaliforniaColleges Website**” shall mean the website located at www.CaliforniaColleges.edu. The Foundation is responsible for directly contracting and compensating a third-party technology vendor (“Vendor”) for the continued operation and maintenance of www.CaliforniaColleges.edu under a separate agreement. Information describing the current Vendor can be found in the **Data Privacy and Security Addendum**, which is incorporated by reference. This definition shall also include any successor website performing the same function as www.CaliforniaColleges.edu.

“Education Record” shall have the meaning as set forth in 34 CFR §99.3 or under applicable state law. Education Records are those records that directly relate to a student and are maintained by an education agency or institution or by a party acting for the agency or institution. The term Education Record shall not include records that are otherwise excluded under 34 CFR §99.3 or applicable state laws.

“Student Data” shall mean any information (a) contained in a student's Education Record maintained by or for the LEA and provided to the CaliforniaColleges Website by an employee or agent of the LEA; or (b) acquired directly from a student or parent/legal guardian of the student through the use of the CaliforniaColleges Website, as assigned to the student or parent/legal guardian by LEA. Student Data does not include information created by a student, including, but not limited to: college lists, career assessment results, portfolios, creative writing, photographs, and account information that enables ongoing ownership of that information which is governed by CaliforniaColleges Website privacy policy.

II. TERM AND TERMINATION

A. Term. This Agreement will be deemed to be effective as of the date the Agreement is fully executed by all signatories to the Agreement and will continue until terminated by either Party. No fees will be assessed under this Agreement while CCGI continues to be the provider of operational tools for the State of California.

B. Termination for Convenience. The Parties shall have the right to terminate this Agreement for any reason or no reason, without penalty, at any time by providing the other with written notice of termination in accordance with Section V of this Agreement at least sixty (60) calendar days in advance of the Termination Date. However, it is mutually understood and agreed that if the Foundation does not receive sufficient funding from the State of California to provide the Services described in this Agreement, Foundation may without penalty, terminate this Agreement by providing LEA with written notice of termination in accordance with Section V of this Agreement at least forty-five (45) calendar days in advance of the Termination Date.

III. DISTRICT RESPONSIBILITIES

A. Data Sharing

1. LEA shall comply with all applicable federal and state laws regarding privacy and security of Education Records and Student Data, including but not limited to those identified and discussed in the **Data Privacy and Security Addendum** attached at <https://www.cacollegeguidance.org/tcp/> and hereby incorporated by reference.
2. LEA shall upload course catalog files at least once a year to enable the use of academic planning tools by a student planning coursework at a high school operated by LEA.
3. LEA agrees to verify accuracy of courses entered by LEA into the University of California (“UC”) Course Management Portal (“CMP”) at the UC Office of the President.
4. LEA agrees to upload Education Records, in accordance with the **Data File Specifications**, attached at <https://www.cacollegeguidance.org/tcp/>, and hereby incorporated by reference. In alignment with state policy and/or to evolve functionality that serves students in the planning for and transition to college, the Data File Specifications may be iterated over time and additional optional fields may be added to the Data File Specifications. LEA data may be submitted via sFTP or an API if available.
 - a. LEA agrees to provide a centralized upload (not school site by school site) of Education Records from the local Student Information System (“SIS”) into the CaliforniaColleges Website or an FTP server, both hosted by Amazon Web Services, using a standard data format with naming conventions and using a pre-defined protocol. If CCGI has an API integration with LEA’s SIS provider, data may alternatively be shared via said API.

B. Implementation

1. LEA shall make staff, appropriate technology resources, and space available for ongoing professional development and user support.

2. LEA agrees to collaborate with Foundation staff to provide both individual user experience and technical feedback in order to improve implementation for all users.
3. LEA agrees to identify a point of contact to (1) assist the Foundation during implementation phase; and (2) navigate or immediately report any issues regarding availability of the CaliforniaColleges Website.
4. LEA is responsible for identifying and maintaining which educators at the LEA are provided accounts on the California Colleges Website. To do so LEA is responsible for compliance with Section I of the Terms and Conditions of Partnership, “Educator Account Creation, Authorization, and Maintenance” attached at <https://www.cacollegeguidance.org/tcp/> and hereby incorporated by reference.

IV. **FOUNDATION RESPONSIBILITIES**

A. Technical and Service Level Support. The CaliforniaColleges Website is operated and maintained by Vendor. Service level support for the CaliforniaColleges Website is provided directly by Vendor. LEA should reach out to operations@californiacolleges.edu in order to facilitate communication with Vendor regarding technical issues with CaliforniaColleges Website.

B. Fees and Payments for Services. Foundation will provide the Services under this Agreement to LEA free of charge while Foundation continues to receive funding from the State of California. In the event that funding from the State of California is not sustained in future years, the Parties understand that the Foundation may assess and charge a fee for services provided to the LEA. In the event a fee is assessed, this Agreement will be amended, in writing, to affect that arrangement. Foundation shall provide LEA with a 45-day notice if funding from the State of California is reduced or discontinued.

C. Scope of Services. “Services” means the services and support offered by Foundation under this Agreement or on the CaliforniaColleges Website.

1. Foundation shall provide the necessary support for the integration of Education Records and Student Data into individual student accounts on the CaliforniaColleges Website. Foundation agrees to cooperate with representatives from the LEA to ensure the data is properly uploaded in accordance with the requirements and instructions as more fully set forth and incorporated herein as **Data File Specification** available at <https://www.cacollegeguidance.org/tcp/> to this Agreement.
2. CCGI shall maintain and process Education Records and Student Data on behalf of the LEA in a manner that meets the standards of the California Community Colleges, California State University (“CSU”), California Student Aid Commission (“CSAC”), and UC systems for verified transcript data.
3. Foundation will provide an audit report of LEA’s a-g course listings in the UC CMP database to identify discrepancies. Foundation agrees to provide technical assistance, guidance, and support to LEA staff for purposes of reconciliation of any identified discrepancies.
4. Foundation shall provide access to CSU and UC eligibility analyses, both individual student reports and aggregate tracking and reporting capability for counselors.
5. Foundation shall provide students with the ability to launch their application to the California Community Colleges using the CCCApply platform in a manner that tracks submission on the CaliforniaColleges Website.
6. Foundation shall provide students with the ability to auto-populate applications for admission to all CSU campuses with course data from their individual account on the CaliforniaColleges Website, when such data matches to the CMP at the UC Office of the President, and which enables students, their parent/guardian, educators in their school, and LEA to track application submission.
7. Foundation shall provide students with the ability to launch their application for admission to the UC using the UC application in a manner that tracks submission on the CaliforniaColleges Website. Additionally, beginning fall of 2024, students will have the ability to auto-populate course data into their UC application.
8. Foundation shall provide students with the ability to initiate their Free Application for Federal Student Aid (“FAFSA”) from within the CaliforniaColleges.edu, in a manner that allows students, their parent/guardian, educators at their school site, and LEA to track the launch of this application and

which enables CCGI to provide CSAC with information that supports the Cal-grant eligibility determination process.

9. Foundation shall provide students with the ability to launch additional college and financial aid applications, as they may become available, as additional institutions develop articulation agreements with CCGI.
10. Foundation shall provide the following support for LEA:
 - a) Technical assistance to support alignment between LEA's a-g course list in the UC CMP and the LEA SIS.
 - b) Training opportunities.
 - c) Implementation planning and support for strategic goal setting.
 - d) User support to respond to student, educator, or parent/guardian questions or other inquiries.

V. **NOTICE**

Any request, notice or other communication by either Party shall be given in writing and shall be deemed given when actually delivered physically or via electronic mail to the addresses specified below:

CCGI:

Name: Contracts Manager

Email: ccgicontracts@californiacolleges.edu

Mailing Address:

Foundation for California Community Colleges
1102 Q Street, Suite 4800
Sacramento, CA 95811

LEA:

Name: Dr. William Gray

Email: wgray@pylusd.org

Mailing Address:

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

THE PARTIES HEREBY EXECUTE THIS AGREEMENT

PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT	FOUNDATION/CCGI
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 4, 2024**

**SCHOOL-SPONSORED FIELD TRIP: CRYSTAL COVE MARINE PROTECTED AREA
EXCURSION AGREEMENT FOR VALENCIA HIGH SCHOOL**

Background

This year's AP Environmental Science class consisting of forty students, one certificated teacher, and two parent chaperones is requesting permission to participate in a field trip to the Crystal Cove Marine protected area on Tuesday, June 6, 2024. The excursion to the Crystal Cove Marine protected area is designed to align with the AP Environmental Science standards. Over the years, enriching field experiences have been one of the strengths of the Valencia High School Advanced Placement Environmental Science program through a partnership with Crystal Cove Conservancy. Students will board a vessel at Davey's Locker Whale Watching in Newport Beach to Crystal Cove where they will monitor the marine environment. Transportation will be provided by a district bus funded through the Crystal Cove Conservancy. Students will miss one school day.

Financial Impact

No cost to the district

Administrator

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

**VALENCIA HIGH SCHOOL
DAVEY'S LOCKER WHALE WATCHING AND CRYSTAL COVE PROTECTED AREA
Newport Beach, California
June 6, 2024**

Itinerary

Tuesday, June 6

7:15 a.m.	Students and teacher chaperone meet at flagpole in front of the school and review policies, behavioral expectations, and school's code of conduct
7:45 a.m.	Depart Valencia High School in district bus to Davey's Locker located at 400 Main Street, Newport Beach, 949-673-1434
8:30 a.m.	Arrive in Newport Beach
9:00 a.m.	Board vessel and proceed to Crystal Cove Marine protected area for environmental monitoring
12:30 p.m.	Lunch
2:00 p.m.	Return to Davey's Locker, disembark vessel
2:45 p.m.	Depart Davey's Locker in district bus to Valencia High School
3:15 p.m.	Arrive at Valencia High School

CONSOLIDATED APPLICATION FUNDS FOR EDUCATIONAL PROGRAMS 2024 – 2025

Background

The Placentia-Yorba Linda Unified School District participates in specially funded state and federal programs that supplement regular classroom instruction for students at designated schools and/or grade levels. Programs funded under the Consolidated Application directly benefit the students of the Placentia-Yorba Linda Unified School District by helping to provide high-quality instructional programs. The application indicates that we will participate in the following federal and state programs:

- Title I, Part A (Low-income Student)
- Title II, Part A (Supporting Effective Instruction)
- Title III, Part A (English Learner)
- Title III, Immigrant Student Program
- Title IV, Part A (Student Support)

Financial Impact

Income to the district is as follows:

• Title I, Part A (Low-income Students)	\$ 2,821,554.00
• Title II, Part A (Supporting Effective Instruction)	\$ 515,621.00
• Title III, Part A (English Learner)	\$ 405,237.00
• Title III, Immigrant Student Program	\$ 76,295.40
• Title IV, Part A (Student Support)	\$ 219,099.00

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Jose Cabrera, Assistant Director, Federal Programs

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 4, 2024**

**AGREEMENT BETWEEN QUALTRICS LLC AND PLACENTIA-YORBA LINDA UNIFIED
SCHOOL DISTRICT FOR THE 2024-25 SCHOOL YEAR**

Background

Qualtrics is a web-based software program that offers advanced market research tools that enable us to administer surveys, obtain feedback, and provide polls using various distribution means. Reports can be downloaded and customized in a variety of formats that allows for results to be disaggregated in advance methods. Qualtrics is the survey tool we currently use to utilize to garner educational partner feedback through our annual stakeholder survey as well as the LCAP feedback survey. This renewal agreement is for the period of July 24, 2024 - July 23, 2025.

Financial Impact

Base Funds, NTE: \$15,000

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Jose Cabrera, Assistant Director, Federal Programs



QUOTE
R-0033542
5/27/2024
Net 30

Start Date 7/24/2024
End Date 7/23/2025

BILL TO
Placentia-Yorba Linda Unified
School District | Placentia
Yorba-Linda USD
1301 E Orangethorpe Ave
Placentia, CA 92870

QUALTRICS, LLC
(801) 709-2160
ar@qualtrics.com
Tax ID: 45-4964116

DESCRIPTIONS

Other

- CoreXM Use-Case
- CoreXM - Users : 5
- CoreXM Responses : 5,000
- CoreXM Additional Responses : up to 30,000

SUBTOTAL **USD 14,883.75**

TOTAL USD 14,883.75

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 4, 2024**

MASTER CONTRACT NON-PUBLIC AGENCY AGREEMENT WITH BEYOND BLINDNESS

Background

Non-public agencies (NPAs) are certified by the State of California to provide specific special education services to students based on their Individualized Education Plan (IEP). These NPAs provide either a level of service or a specialized assessment that the district is either unable or required to provide.

Beyond Blindness provides early intervention education and enrichment services for visually impaired students. They also offer mobility training and family support services. This agreement will be effective July 1, 2024-June 30, 2025.

Financial Impact

Budgeted Special Education funds, NTE: \$15,000

Administrator

Renee Gray, Assistant Superintendent, Student Support Services
Gwen Redira, Director, Special Education

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2024-2025

Beyond Blindness

18542-B Vanderlip Av

Santa Ana, CA 92705

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2024-2025

CONTRACT NUMBER:

LEA: *Placentia-Yorba Linda Unified School District*

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this 1st day of July, 2024, between the Placentia-Yorba Linda Unified School District (hereinafter referred to as "District" or local educational agency "LEA") and **Beyond Blindness** (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to District students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this Agreement, does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, the ISA shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Program (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of an LEA student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent, authorized by LEA for a transfer student pursuant to California Education Code section 56325, or otherwise authorized by LEA without a signed IEP, LEA is not responsible for the costs associated with nonpublic school placement or nonpublic agency services until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement or nonpublic agency services is appropriate, and the IEP is signed by the LEA student's parent.

2. CERTIFICATIONS AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq. and within the professional scope of practice of each provider's license, certification and/or credential. In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to

provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

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

A current copy of CONTRACTOR's licenses and nonpublic school/agency certifications, or a validly issued waiver of any such certification, must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. CONTRACTOR must immediately (and under no circumstances longer than three (3) calendar days) notify LEA if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or subject to a pending administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. If any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract, this Master Contract shall terminate as of the date of such action.

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

Total student enrollment shall be limited to capacity as stated on CDE certification. Total class size shall be limited to capacity as stated in Section 24 of the Master Contract.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations including but not limited to the provision of special education and/or related services, facilities for individuals with exceptional needs, pupil enrollment, attendance and transfer, corporal punishment, pupil discipline, and positive behavioral interventions.

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2024 to June 30, 2025 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2025 (Title 5 California Code of Regulations Section 3062(d)). In the event a Master Contract is not renegotiated by June 30th, the parties shall have 90 days from July 1 of the new fiscal year to consummate the contract. (Education Code Section 56366(c).) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. Requests for renegotiation of any rate, including but not limited to, related services for the subsequent contract year, are to be submitted in writing to

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. In addition, the cause shall not be to effectuate a change in placement in circumvention of the IEP process. To terminate the Master Contract for cause, either party shall give no less than 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 no less than 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, former juvenile court school pupils, child of a military family or migrant student and other students 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 unless LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level 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 assign grades and prepare transcripts at the close of each semester, or upon LEA student transfer, for each LEA student in grades nine (9) through twelve (12) inclusive, including students eligible for a diploma in accordance with Education Code section 51225.31. 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). For foster youth, the definition of school of origin includes placement in a nonpublic school (Education Code sections 48853.5(g)(3) and 48204(a)(2)).

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.

CONTRACTOR shall notify LEA in writing of any verbal and/or written concern/problem reported to a student's parent during parental access to CONTRACTOR'S facilities that would impact implementation of the student's IEP or offer of a FAPE.

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 of 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.

In the event a LEA student is chronically absent due to school refusal or other behaviors related to the student's disability and IEP interventions have been unsuccessful in improving school attendance, CONTRACTOR may request that LEA provide payment for a billable day of attendance related to such absences, on a case-by-case basis given the unique circumstances of the student and the student's individualized needs. LEA may, in its sole discretion, agree to pay CONTRACTOR for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. Any such determination by the LEA must be set forth in writing as a condition for such payment.

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:

- 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 CONTRACTOR 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, CONTRACTOR shall provide instruction in accordance with Education Code section 56345(a)(9) and Exhibit D, attached hereto and incorporated herein.

63. INSPECTION AND AUDIT

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

CONTRACTOR shall provide the LEA access to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related

documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers (last four digits unless otherwise required), dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by the LEA. CONTRACTOR shall make available to the LEA all budgetary information including operating budgets submitted by CONTRACTOR to the LEA for the relevant contract period being audited.

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

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

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

64. RATE SCHEDULE

The rate schedule attached hereto as Exhibit A and incorporated herein by reference, limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in Paragraph 23 above and Education Code section 46000 et seq.

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

65. DEBARMENT CERTIFICATION

By signing this Agreement, CONTRACTOR certifies that:

(a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

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

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1st day of July 2024 and terminates at 5:00 P.M. on June 30, 2025, unless sooner terminated as provide herein.

CONTRACTOR,

LEA,

Beyond Blindness

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

Beyond Blindness

Address

City

State

Zip

Phone

Fax

Email

Notices to LEA shall be addressed to the designees as set forth on Exhibit C

EXHIBIT A: 2024-2025 RATES

CONTRACTOR		CONTRACTOR NUMBER		2024-2025
Beyond Blindness				(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.

Service	Location	Category	Basis	2023-2024	2024-2025
Vision Itinerant Services		Individual	Individual	132.39	135.70
Occupational Therapy Evaluation/Assessment		Individual	Individual	111.65	111.65
Occupational Therapy Services		Individual	Individual	120.58	120.58
Occupational Therapy Services Assistant (COTA)		Individual	Individual	111.65	111.65
Physical Therapy Evaluation / Assessment		Individual	Individual	111.65	111.65
Physical Therapy Services		Individual	Individual	120.58	120.58
Physical Therapy Services Assistant (PTA)		Individual	hourly	105.53	105.53
Speech and Language Evaluation / Assessment		Individual	Individual	117.65	117.65
Speech and Language Therapy		Individual	Individual	127.06	127.06
Speech/Language Pathologist Assistant		Individual	Individual	117.65	117.65
Orientation & Mobility Evaluation/ Assessment		Individual	Individual	122.58	122.58
Orientation and Mobility		Individual	Individual	132.39	135.70
Infant Family Focus Program		Individual	hourly	105.53	105.53
1:1 Aide		Individual	hourly	17.00	17.00
Global Home-Based Services		Individual	hourly	111.65	111.65
Psychological Services		Individual	hourly	120.58	120.58
Braille Services			hourly	120.58	120.58
Counseling/Guidance - Education Counseling		Individual	hourly	120.58	120.58
Parent Counseling & Training		Individual	hourly	120.58	120.58

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:

2.

Renee Gray

Assistant Superintendent, Student Support Services

1301 E Orangethorpe Av, Placentia, CA 92870

714-985-8669

rgray@pylusd.org

Gwen Redira

Director, Special Education Department

1301 E Orangethorpe Av, Placentia, CA 92870

714-985-8664

gredira@pylusd.org

3. For matters regarding the Administration of the Master Contract including Insurance, Financial, including Payments, notices to LEA shall be delivered to:

Maria Luna Madrigal

Special Education Department Secretary

1301 E Orangethorpe Av, Placentia, CA 92870

714-985-8669

mluna@pylusd.org

AND

Dena Mavritsakis

Special Education Account Technician

1301 E Orangethorpe Av, Placentia, CA 92870

714-985-8660

dmavritsakis@pylusd.org

4. 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 Av, Placentia, CA 92870

714-985-8664

emcgowan@pylusd.org

EXHIBIT D

SUPPLEMENT TO SECTION 62 – LEA AND/OR NONPUBLIC SCHOOL CLOSURES AS A RESULT OF COVID-19 AND COMPLIANCE WITH COVID-19 REQUIREMENTS

LEA and CONTRACTOR agree that in-person instruction shall be conducted in accordance with guidelines issued by the California Department of Education (“CDE”), California Department of Public Health (“CDPH”), Centers for Disease Control and Prevention (“CDC”), and Orange County Health Care Agency (“OCHCA”).

In the event a LEA student requests that CONTRACTOR provide virtual instruction, CONTRACTOR shall notify LEA and coordinate with LEA to convene an IEP team meeting to discuss placement and service options for student.

In the event the state or OCHCA mandate a return to distance learning/remote instruction/virtual instruction as a result of COVID-19 during the 2024-2025 school year, LEA and CONTRACTOR agree that any change from in-person instruction **shall be agreed to in writing by LEA and CONTRACTOR.**

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 4, 2024**

MASTER CONTRACT NON-PUBLIC AGENCY AGREEMENT WITH SENECA FAMILY OF AGENCIES

Background

Non-public agencies (NPAs) are certified by the State of California to provide specific special education services to students based on their Individualized Education Plan (IEP). These NPAs provide either a level of service or a specialized assessment that the district is either unable or required to provide.

Seneca Family of Agencies provides services on academic, socio-emotional, and behavioral needs and goals. This agreement will be effective July 1, 2024-June 30, 2025.

Financial Impact

Budgeted Special Education funds, NTE: \$60,000

Administrator

Renee Gray, Assistant Superintendent, Student Support Services
Gwen Redira, Director, Special Education

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2024-2025

*Seneca Family of Agencies
8945 Golf Links Rd
Oakland, CA 94605*

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2024-2025

CONTRACT NUMBER:

LEA: *Placentia-Yorba Linda Unified School District*

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this 1st day of July, 2024, between the Placentia-Yorba Linda Unified School District (hereinafter referred to as "District" or local educational agency "LEA") and **Seneca Family of Agencies** (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to District students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this Agreement, does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, the ISA shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Program (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of an LEA student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent, authorized by LEA for a transfer student pursuant to California Education Code section 56325, or otherwise authorized by LEA without a signed IEP, LEA is not responsible for the costs associated with nonpublic school placement or nonpublic agency services until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement or nonpublic agency services is appropriate, and the IEP is signed by the LEA student's parent.

2. CERTIFICATIONS AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq. and within the professional scope of practice of each provider's license, certification and/or credential. In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to

provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

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

A current copy of CONTRACTOR's licenses and nonpublic school/agency certifications, or a validly issued waiver of any such certification, must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. CONTRACTOR must immediately (and under no circumstances longer than three (3) calendar days) notify LEA if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or subject to a pending administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. If any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract, this Master Contract shall terminate as of the date of such action.

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

Total student enrollment shall be limited to capacity as stated on CDE certification. Total class size shall be limited to capacity as stated in Section 24 of the Master Contract.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations including but not limited to the provision of special education and/or related services, facilities for individuals with exceptional needs, pupil enrollment, attendance and transfer, corporal punishment, pupil discipline, and positive behavioral interventions.

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2024 to June 30, 2025 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2025 (Title 5 California Code of Regulations Section 3062(d)). In the event a Master Contract is not renegotiated by June 30th, the parties shall have 90 days from July 1 of the new fiscal year to consummate the contract. (Education Code Section 56366(c).) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. Requests for renegotiation of any rate, including but not limited to, related services for the subsequent contract year, are to be submitted in writing to

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. In addition, the cause shall not be to effectuate a change in placement in circumvention of the IEP process. To terminate the Master Contract for cause, either party shall give no less than 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 no less than 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, former juvenile court school pupils, child of a military family or migrant student and other students 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 unless LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level 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 assign grades and prepare transcripts at the close of each semester, or upon LEA student transfer, for each LEA student in grades nine (9) through twelve (12) inclusive, including students eligible for a diploma in accordance with Education Code section 51225.31. 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). For foster youth, the definition of school of origin includes placement in a nonpublic school (Education Code sections 48853.5(g)(3) and 48204(a)(2)).

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.

CONTRACTOR shall notify LEA in writing of any verbal and/or written concern/problem reported to a student's parent during parental access to CONTRACTOR'S facilities that would impact implementation of the student's IEP or offer of a FAPE.

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.

In the event a LEA student is chronically absent due to school refusal or other behaviors related to the student's disability and IEP interventions have been unsuccessful in improving school attendance, CONTRACTOR may request that LEA provide payment for a billable day of attendance related to such absences, on a case-by-case basis given the unique circumstances of the student and the student's individualized needs. LEA may, in its sole discretion, agree to pay CONTRACTOR for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. Any such determination by the LEA must be set forth in writing as a condition for such payment.

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:

- 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 CONTRACTOR 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, CONTRACTOR shall provide instruction in accordance with Education Code section 56345(a)(9) and Exhibit D, attached hereto and incorporated herein.

63. INSPECTION AND AUDIT

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

CONTRACTOR shall provide the LEA access to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related

documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers (last four digits unless otherwise required), dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by the LEA. CONTRACTOR shall make available to the LEA all budgetary information including operating budgets submitted by CONTRACTOR to the LEA for the relevant contract period being audited.

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

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

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

64. RATE SCHEDULE

The rate schedule attached hereto as Exhibit A and incorporated herein by reference, limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in Paragraph 23 above and Education Code section 46000 et seq.

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

65. DEBARMENT CERTIFICATION

By signing this Agreement, CONTRACTOR certifies that:

(a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

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

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1st day of July 2024 and terminates at 5:00 P.M. on June 30, 2025, unless sooner terminated as provide herein.

CONTRACTOR,

LEA,

Seneca Family of Agencies

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

Seneca Family of Agencies

Address

City

State

Zip

Phone

Fax

Email

Notices to LEA shall be addressed to the designees as set forth on Exhibit C

EXHIBIT A: 2024-2025 RATES

CONTRACTOR		CONTRACTOR NUMBER		2024-2025
Seneca Family of Agencies				(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.

Service	Location	Category	Basis	2023-2024	2024-2025
Counseling		Individual	hourly	177.44	181.88
Counseling/Guidance - Education Counseling		Individual	hourly	177.44	181.88
Case Management/Social Skills Work			hourly	177.44	181.88
Behavior Intervention	BA Level Coach		hourly	85.00	85.00
Behavior Intervention	BA Level		hourly	91.80	94.10
Therapeutic Behavioral Coaching		BA Level	minute	2.74	2.74
Wrap Around				5724.00	5867.10
Wrap Around Transition Phase			monthly	4006.80	4106.97
Behavior Intervention	Service/Consult	Cllinician	hourly	177.44	181.88
Educationally Related Mental Health Services		Assessment	hourly	177.44	181.88
Autism Related Assessment		BCBA, M	BCBA, M	164.30	164.30
Functional Behavior Assessment (FBA)			hourly	177.44	181.88

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:

2.

Renee Gray

Assistant Superintendent, Student Support Services

1301 E Orangethorpe Av, Placentia, CA 92870

714-985-8669

rgray@pylusd.org

Gwen Redira

Director, Special Education Department

1301 E Orangethorpe Av, Placentia, CA 92870

714-985-8664

gredira@pylusd.org

3. For matters regarding the Administration of the Master Contract including Insurance, Financial, including Payments, notices to LEA shall be delivered to:

Maria Luna Madrigal

Special Education Department Secretary

1301 E Orangethorpe Av, Placentia, CA 92870

714-985-8669

mluna@pylusd.org

AND

Dena Mavritsakis

Special Education Account Technician

1301 E Orangethorpe Av, Placentia, CA 92870

714-985-8660

dmavritsakis@pylusd.org

4. 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 Av, Placentia, CA 92870

714-985-8664

emcgowan@pylusd.org

EXHIBIT D

SUPPLEMENT TO SECTION 62 – LEA AND/OR NONPUBLIC SCHOOL CLOSURES AS A RESULT OF COVID-19 AND COMPLIANCE WITH COVID-19 REQUIREMENTS

LEA and CONTRACTOR agree that in-person instruction shall be conducted in accordance with guidelines issued by the California Department of Education (“CDE”), California Department of Public Health (“CDPH”), Centers for Disease Control and Prevention (“CDC”), and Orange County Health Care Agency (“OCHCA”).

In the event a LEA student requests that CONTRACTOR provide virtual instruction, CONTRACTOR shall notify LEA and coordinate with LEA to convene an IEP team meeting to discuss placement and service options for student.

In the event the state or OCHCA mandate a return to distance learning/remote instruction/virtual instruction as a result of COVID-19 during the 2024-2025 school year, LEA and CONTRACTOR agree that any change from in-person instruction **shall be agreed to in writing by LEA and CONTRACTOR.**

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 4, 2024**

**MASTER CONTRACT NON-PUBLIC AGENCY AGREEMENT WITH PROFESSIONAL
TUTORS OF AMERICA**

Background

Non-public agencies (NPAs) are certified by the State of California to provide specific special education services to students based on their Individualized Education Plan (IEP). This NPA provides a level of service that the district is either unable or required to provide.

Professional Tutors of America provides academic tutoring, study skills, speech and language, dyslexia, academic and behavior support services, and home/hospital services/instruction. This agreement will be effective July 1, 2024-June 30, 2025.

Financial Impact

Budgeted Special Education funds, NTE: \$75,000

Administrator

Renee Gray, Assistant Superintendent, Student Support Services
Gwen Redira, Director, Special Education

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2024-2025

Professional Tutors of America

3350 E Birch St., #201

Brea, CA 92821

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2024-2025

CONTRACT NUMBER:

LEA: *Placentia-Yorba Linda Unified School District*

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this 1st day of July, 2024, between the Placentia-Yorba Linda Unified School District (hereinafter referred to as "District" or local educational agency "LEA") and **Professional Tutors America** (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to District students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this Agreement, does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, the ISA shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Program (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of an LEA student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent, authorized by LEA for a transfer student pursuant to California Education Code section 56325, or otherwise authorized by LEA without a signed IEP, LEA is not responsible for the costs associated with nonpublic school placement or nonpublic agency services until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement or nonpublic agency services is appropriate, and the IEP is signed by the LEA student's parent.

2. CERTIFICATIONS AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq. and within the professional scope of practice of each provider's license, certification and/or credential. In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to

provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

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

A current copy of CONTRACTOR's licenses and nonpublic school/agency certifications, or a validly issued waiver of any such certification, must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. CONTRACTOR must immediately (and under no circumstances longer than three (3) calendar days) notify LEA if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or subject to a pending administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. If any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract, this Master Contract shall terminate as of the date of such action.

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

Total student enrollment shall be limited to capacity as stated on CDE certification. Total class size shall be limited to capacity as stated in Section 24 of the Master Contract.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations including but not limited to the provision of special education and/or related services, facilities for individuals with exceptional needs, pupil enrollment, attendance and transfer, corporal punishment, pupil discipline, and positive behavioral interventions.

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2024 to June 30, 2025 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2025 (Title 5 California Code of Regulations Section 3062(d)). In the event a Master Contract is not renegotiated by June 30th, the parties shall have 90 days from July 1 of the new fiscal year to consummate the contract. (Education Code Section 56366(c).) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. Requests for renegotiation of any rate, including but not limited to, related services for the subsequent contract year, are to be submitted in writing to

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. In addition, the cause shall not be to effectuate a change in placement in circumvention of the IEP process. To terminate the Master Contract for cause, either party shall give no less than 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 no less than 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, former juvenile court school pupils, child of a military family or migrant student and other students 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 unless LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level 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 assign grades and prepare transcripts at the close of each semester, or upon LEA student transfer, for each LEA student in grades nine (9) through twelve (12) inclusive, including students eligible for a diploma in accordance with Education Code section 51225.31. 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). For foster youth, the definition of school of origin includes placement in a nonpublic school (Education Code sections 48853.5(g)(3) and 48204(a)(2)).

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.

CONTRACTOR shall notify LEA in writing of any verbal and/or written concern/problem reported to a student's parent during parental access to CONTRACTOR'S facilities that would impact implementation of the student's IEP or offer of a FAPE.

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.

In the event a LEA student is chronically absent due to school refusal or other behaviors related to the student's disability and IEP interventions have been unsuccessful in improving school attendance, CONTRACTOR may request that LEA provide payment for a billable day of attendance related to such absences, on a case-by-case basis given the unique circumstances of the student and the student's individualized needs. LEA may, in its sole discretion, agree to pay CONTRACTOR for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. Any such determination by the LEA must be set forth in writing as a condition for such payment.

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:

- 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 CONTRACTOR 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, CONTRACTOR shall provide instruction in accordance with Education Code section 56345(a)(9) and Exhibit D, attached hereto and incorporated herein.

63. INSPECTION AND AUDIT

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

CONTRACTOR shall provide the LEA access to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related

documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers (last four digits unless otherwise required), dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by the LEA. CONTRACTOR shall make available to the LEA all budgetary information including operating budgets submitted by CONTRACTOR to the LEA for the relevant contract period being audited.

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

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

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

64. RATE SCHEDULE

The rate schedule attached hereto as Exhibit A and incorporated herein by reference, limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in Paragraph 23 above and Education Code section 46000 et seq.

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

65. DEBARMENT CERTIFICATION

By signing this Agreement, CONTRACTOR certifies that:

(a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

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

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1st day of July 2024 and terminates at 5:00 P.M. on June 30, 2025, unless sooner terminated as provide herein.

CONTRACTOR,

LEA,

Professional Tutors of America

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

Professional Tutors of America

Address

City

State

Zip

Phone

Fax

Email

Notices to LEA shall be addressed to the designees as set forth on Exhibit C

EXHIBIT A: 2024-2025 RATES

CONTRACTOR		CONTRACTOR NUMBER		2024-2025
Professional Tutors of America				(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.

Service	Location	Category	Basis	2023-2024	2024-2025
Behavior Intervention - Design or Planning	BID	individual	individual	127.20	127.20
Behavior Intervention - Implementation	BII	individual	individual	127.20	127.20
Counseling/Guidance - Education Counseling		Individual	Individual	132.50	132.50
Parent Counseling & Training		individual	individual	125.00	125.00
Educationally Related Mental Health Services		individual	individual	125.00	125.00
Educationally Related Intensive Counseling Services		individual	individual	125.00	125.00
Language and Speech Development and Remediation		individual	hourly	120.00	120.00
Occupational Therapist		individual	individual	127.20	127.20
Vocational Education and Career Development		individual	hourly	90.00	90.00
Comp. Education - Academic Tutoring		individual	individual	80.00	80.00
Visual Impairment Teacher		individual	hourly	75.00	75.00
Academic Assessment		Woodcock Johnson IV	Woodcock Johnson IV	80.00	80.00
Academic Assessment		Scantron Performance and Achievement Series	Scantron Performance and Achievement Series	80.00	80.00
Academic Tutoring		Individual	Individual	90.00	90.68
Speech Language Pathologist		Individual		123.60	123.60

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:

2.

Renee Gray

Assistant Superintendent, Student Support Services

1301 E Orangethorpe Av, Placentia, CA 92870

714-985-8669

rgray@pylusd.org

Gwen Redira

Director, Special Education Department

1301 E Orangethorpe Av, Placentia, CA 92870

714-985-8664

gredira@pylusd.org

3. For matters regarding the Administration of the Master Contract including Insurance, Financial, including Payments, notices to LEA shall be delivered to:

Maria Luna Madrigal

Special Education Department Secretary

1301 E Orangethorpe Av, Placentia, CA 92870

714-985-8669

mluna@pylusd.org

AND

Dena Mavritsakis

Special Education Account Technician

1301 E Orangethorpe Av, Placentia, CA 92870

714-985-8660

dmavritsakis@pylusd.org

4. 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 Av, Placentia, CA 92870

714-985-8664

emcgowan@pylusd.org

EXHIBIT D

SUPPLEMENT TO SECTION 62 – LEA AND/OR NONPUBLIC SCHOOL CLOSURES AS A RESULT OF COVID-19 AND COMPLIANCE WITH COVID-19 REQUIREMENTS

LEA and CONTRACTOR agree that in-person instruction shall be conducted in accordance with guidelines issued by the California Department of Education (“CDE”), California Department of Public Health (“CDPH”), Centers for Disease Control and Prevention (“CDC”), and Orange County Health Care Agency (“OCHCA”).

In the event a LEA student requests that CONTRACTOR provide virtual instruction, CONTRACTOR shall notify LEA and coordinate with LEA to convene an IEP team meeting to discuss placement and service options for student.

In the event the state or OCHCA mandate a return to distance learning/remote instruction/virtual instruction as a result of COVID-19 during the 2024-2025 school year, LEA and CONTRACTOR agree that any change from in-person instruction **shall be agreed to in writing by LEA and CONTRACTOR.**

MASTER CONTRACT NON-PUBLIC AGENCY (NPA) AGREEMENT WITH CREATIVE BEHAVIOR INTERVENTIONS

Background

Non-public agencies (NPAs) are certified by the State of California to provide specific special education services to students based on their Individualized Education Plan (IEP). This NPA provides a level of intensive support for a student who is currently unable to attend school.

Creative Behavior Interventions provides intensive behavioral support to students who have extreme behaviors that interfere with their access to the educational setting. They provide educational services such as communication, behavior, and social skills, IEP development and goal writing, parent education and support, and home/hospital services/instruction. This agreement will be effective July 1, 2024-June 30, 2025.

Financial Impact

Budgeted Special Education funds, NTE: \$50,000

Administrator

Renee Gray, Assistant Superintendent, Student Support Services
Gwen Redira, Director, Special Education

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2024-2025

*Creative Behavior Interventions, Inc
3002 Dow Av, #122
Tustin, CA 92780*

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2024-2025

CONTRACT NUMBER:

LEA: *Placentia-Yorba Linda Unified School District*

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this 1st day of July, 2024, between the Placentia-Yorba Linda Unified School District (hereinafter referred to as "District" or local educational agency "LEA") and **Creative Behavior Interventions, Inc** (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to District students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this Agreement, does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, the ISA shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Program (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of an LEA student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent, authorized by LEA for a transfer student pursuant to California Education Code section 56325, or otherwise authorized by LEA without a signed IEP, LEA is not responsible for the costs associated with nonpublic school placement or nonpublic agency services until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement or nonpublic agency services is appropriate, and the IEP is signed by the LEA student's parent.

2. CERTIFICATIONS AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq. and within the professional scope of practice of each provider's license, certification and/or credential. In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to

provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

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

A current copy of CONTRACTOR's licenses and nonpublic school/agency certifications, or a validly issued waiver of any such certification, must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. CONTRACTOR must immediately (and under no circumstances longer than three (3) calendar days) notify LEA if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or subject to a pending administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. If any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract, this Master Contract shall terminate as of the date of such action.

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

Total student enrollment shall be limited to capacity as stated on CDE certification. Total class size shall be limited to capacity as stated in Section 24 of the Master Contract.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations including but not limited to the provision of special education and/or related services, facilities for individuals with exceptional needs, pupil enrollment, attendance and transfer, corporal punishment, pupil discipline, and positive behavioral interventions.

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2024 to June 30, 2025 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2025 (Title 5 California Code of Regulations Section 3062(d)). In the event a Master Contract is not renegotiated by June 30th, the parties shall have 90 days from July 1 of the new fiscal year to consummate the contract. (Education Code Section 56366(c).) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. Requests for renegotiation of any rate, including but not limited to, related services for the subsequent contract year, are to be submitted in writing to

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. In addition, the cause shall not be to effectuate a change in placement in circumvention of the IEP process. To terminate the Master Contract for cause, either party shall give no less than 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 no less than 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, former juvenile court school pupils, child of a military family or migrant student and other students 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 unless LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level 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 assign grades and prepare transcripts at the close of each semester, or upon LEA student transfer, for each LEA student in grades nine (9) through twelve (12) inclusive, including students eligible for a diploma in accordance with Education Code section 51225.31. 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). For foster youth, the definition of school of origin includes placement in a nonpublic school (Education Code sections 48853.5(g)(3) and 48204(a)(2)).

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.

CONTRACTOR shall notify LEA in writing of any verbal and/or written concern/problem reported to a student's parent during parental access to CONTRACTOR'S facilities that would impact implementation of the student's IEP or offer of a FAPE.

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.

In the event a LEA student is chronically absent due to school refusal or other behaviors related to the student's disability and IEP interventions have been unsuccessful in improving school attendance, CONTRACTOR may request that LEA provide payment for a billable day of attendance related to such absences, on a case-by-case basis given the unique circumstances of the student and the student's individualized needs. LEA may, in its sole discretion, agree to pay CONTRACTOR for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. Any such determination by the LEA must be set forth in writing as a condition for such payment.

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:

- 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 CONTRACTOR 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, CONTRACTOR shall provide instruction in accordance with Education Code section 56345(a)(9) and Exhibit D, attached hereto and incorporated herein.

63. INSPECTION AND AUDIT

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

CONTRACTOR shall provide the LEA access to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related

documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers (last four digits unless otherwise required), dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by the LEA. CONTRACTOR shall make available to the LEA all budgetary information including operating budgets submitted by CONTRACTOR to the LEA for the relevant contract period being audited.

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

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

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

64. RATE SCHEDULE

The rate schedule attached hereto as Exhibit A and incorporated herein by reference, limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in Paragraph 23 above and Education Code section 46000 et seq.

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

65. DEBARMENT CERTIFICATION

By signing this Agreement, CONTRACTOR certifies that:

(a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

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

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1st day of July 2024 and terminates at 5:00 P.M. on June 30, 2025, unless sooner terminated as provide herein.

CONTRACTOR,

LEA,

Creative Behavior Interventions

By:

By:

Signature

Date

Signature

Date

Gary Stine, Assistant Superintendent, Business
Services

Name and Title of Authorized
Representative

Name and Title of Authorized
Representative

Notices to CONTRACTOR shall be addressed to:

Name

Creative Behavior Interventions

Address

City

State

Zip

Phone

Fax

Email

Notices to LEA shall be addressed to the designees as set forth on Exhibit C

EXHIBIT A: 2024-2025 RATES

CONTRACTOR		CONTRACTOR NUMBER		2024-2025
Creative Behavior Interventions				(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.

Service	Location	Category	Basis	2023-2024	2024-2025
BID (Supervision)		Individual	Individual	120.00	120.00
Behavior Intervention		Individual		65.00	65.00
Behavior Services - Assessments		Individual		4000.00	4000.00

EXHIBIT C: NOTICES

In accordance with Section 8 of the Master Contract all notices to LEA shall be delivered in the manner specified in Section 8 to the following LEA Representatives:

1. For matters regarding the Administration of the Master Contract, Educational Program, Personnel and Health and Safety mandates, including Incident/Accident Reporting in accordance with Section 54, notices to LEA shall be delivered to:

Renee Gray

Assistant Superintendent, Student Support Services

1301 E Orangethorpe Av, Placentia, CA 92870

714-985-8669

rgray@pylusd.org

Gwen Redira

Director, Special Education Department

1301 E Orangethorpe Av, Placentia, CA 92870

714-985-8664

gredira@pylusd.org

2. For matters regarding the Administration of the Master Contract including Insurance, Financial, including Payments, notices to LEA shall be delivered to:

Maria Luna Madrigal

Special Education Department Secretary

1301 E Orangethorpe Av, Placentia, CA 92870

714-985-8669

mluna@pylusd.org

AND

Dena Mavritsakis

Special Education Account Technician

1301 E Orangethorpe Av, Placentia, CA 92870

714-985-8660

dmavritsakis@pylusd.org

3. For matters regarding Behavior Interventions in accordance with Section 30 and Student Discipline in accordance with Section 31, notices to LEA shall be delivered to:

Erin McGowan

Psychologist on Special Assignment

1301 E Orangethorpe Av, Placentia, CA 92870

714-985-8664

emcgowan@pylusd.org

EXHIBIT D

SUPPLEMENT TO SECTION 62 – LEA AND/OR NONPUBLIC SCHOOL CLOSURES AS A RESULT OF COVID-19 AND COMPLIANCE WITH COVID-19 REQUIREMENTS

LEA and CONTRACTOR agree that in-person instruction shall be conducted in accordance with guidelines issued by the California Department of Education (“CDE”), California Department of Public Health (“CDPH”), Centers for Disease Control and Prevention (“CDC”), and Orange County Health Care Agency (“OCHCA”).

In the event a LEA student requests that CONTRACTOR provide virtual instruction, CONTRACTOR shall notify LEA and coordinate with LEA to convene an IEP team meeting to discuss placement and service options for student.

In the event the state or OCHCA mandate a return to distance learning/remote instruction/virtual instruction as a result of COVID-19 during the 2024-2025 school year, LEA and CONTRACTOR agree that any change from in-person instruction **shall be agreed to in writing by LEA and CONTRACTOR.**

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 4, 2024**

**MASTER CONTRACT NON-PUBLIC AGENCY AGREEMENT WITH CORNERSTONE
EDUCATIONAL SOLUTIONS**

Background

School psychologists are assigned to each school site to provide mandatory services and assessments for students with disabilities following IDEA regulations. For the 2024-25 school year, we will have school psychologists out on maternity and medical leaves.

To continue to provide necessary services for our students with special needs as well as to meet our legal obligations under IDEA, we need to utilize outside contractors to cover the required special education services. Therefore, we are bringing forward this contract with Cornerstone Educational Solutions. This agreement will be effective July 1, 2024-June 30, 2025.

Financial Impact

Budgeted Special Education funds, NTE: \$100,000

Administrator

Renee Gray, Assistant Superintendent, Student Support Services
Gwen Redira, Director, Special Education

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2024-2025

Cornerstone Educational Solutions

PO Box 1862

Upland, CA 91785

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2024-2025

CONTRACT NUMBER:

LEA: *Placentia-Yorba Linda Unified School District*

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this 1st day of July, 2024, between the Placentia-Yorba Linda Unified School District (hereinafter referred to as "District" or local educational agency "LEA") and **Cornerstone Educational Solutions** (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to District students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this Agreement, does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, the ISA shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Program (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of an LEA student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent, authorized by LEA for a transfer student pursuant to California Education Code section 56325, or otherwise authorized by LEA without a signed IEP, LEA is not responsible for the costs associated with nonpublic school placement or nonpublic agency services until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement or nonpublic agency services is appropriate, and the IEP is signed by the LEA student's parent.

2. CERTIFICATIONS AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq. and within the professional scope of practice of each provider's license, certification and/or credential. In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to

provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

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

A current copy of CONTRACTOR's licenses and nonpublic school/agency certifications, or a validly issued waiver of any such certification, must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. CONTRACTOR must immediately (and under no circumstances longer than three (3) calendar days) notify LEA if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or subject to a pending administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. If any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract, this Master Contract shall terminate as of the date of such action.

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

Total student enrollment shall be limited to capacity as stated on CDE certification. Total class size shall be limited to capacity as stated in Section 24 of the Master Contract.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations including but not limited to the provision of special education and/or related services, facilities for individuals with exceptional needs, pupil enrollment, attendance and transfer, corporal punishment, pupil discipline, and positive behavioral interventions.

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2024 to June 30, 2025 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2025 (Title 5 California Code of Regulations Section 3062(d)). In the event a Master Contract is not renegotiated by June 30th, the parties shall have 90 days from July 1 of the new fiscal year to consummate the contract. (Education Code Section 56366(c).) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. Requests for renegotiation of any rate, including but not limited to, related services for the subsequent contract year, are to be submitted in writing to

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. In addition, the cause shall not be to effectuate a change in placement in circumvention of the IEP process. To terminate the Master Contract for cause, either party shall give no less than 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 no less than 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, former juvenile court school pupils, child of a military family or migrant student and other students 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 unless LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level 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 assign grades and prepare transcripts at the close of each semester, or upon LEA student transfer, for each LEA student in grades nine (9) through twelve (12) inclusive, including students eligible for a diploma in accordance with Education Code section 51225.31. 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). For foster youth, the definition of school of origin includes placement in a nonpublic school (Education Code sections 48853.5(g)(3) and 48204(a)(2)).

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.

CONTRACTOR shall notify LEA in writing of any verbal and/or written concern/problem reported to a student's parent during parental access to CONTRACTOR'S facilities that would impact implementation of the student's IEP or offer of a FAPE.

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 of 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.

In the event a LEA student is chronically absent due to school refusal or other behaviors related to the student's disability and IEP interventions have been unsuccessful in improving school attendance, CONTRACTOR may request that LEA provide payment for a billable day of attendance related to such absences, on a case-by-case basis given the unique circumstances of the student and the student's individualized needs. LEA may, in its sole discretion, agree to pay CONTRACTOR for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. Any such determination by the LEA must be set forth in writing as a condition for such payment.

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:

- 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 CONTRACTOR 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, CONTRACTOR shall provide instruction in accordance with Education Code section 56345(a)(9) and Exhibit D, attached hereto and incorporated herein.

63. INSPECTION AND AUDIT

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

CONTRACTOR shall provide the LEA access to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related

documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers (last four digits unless otherwise required), dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by the LEA. CONTRACTOR shall make available to the LEA all budgetary information including operating budgets submitted by CONTRACTOR to the LEA for the relevant contract period being audited.

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

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

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

64. RATE SCHEDULE

The rate schedule attached hereto as Exhibit A and incorporated herein by reference, limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in Paragraph 23 above and Education Code section 46000 et seq.

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

65. DEBARMENT CERTIFICATION

By signing this Agreement, CONTRACTOR certifies that:

(a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

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

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1st day of July 2024 and terminates at 5:00 P.M. on June 30, 2025, unless sooner terminated as provide herein.

CONTRACTOR,

LEA,

Cornerstone Educational Solutions

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

Cornerstone Educational Solutions

Address

City

State

Zip

Phone

Fax

Email

Notices to LEA shall be addressed to the designees as set forth on Exhibit C

EXHIBIT A: 2024-2025 RATES

CONTRACTOR		CONTRACTOR NUMBER		2024-2025
Cornerstone Educational Solutions				(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.

2024-2025 Cornerstone Rate Sheet

Available Evaluations- including specified testing, report and IEP Meeting (SPED CODES)

- | | |
|---|---|
| <ul style="list-style-type: none"> • Psychoeducational Evaluation (900)- Virtual
(Cognitive, processing, social-emotional and any other area of suspected disability) • Psychoeducational Evaluation (900)- In-Person • Psychoeducational Evaluation w/ Academic- Virtual • Psychoeducational Evaluation w/ Academic-In-Person • Academic Only Evaluation (900)- Virtual • Academic Only Evaluation (900)- In-Person • Bilingual Evaluation (900)- Additional Fee • Targeted Psychoeducational Evaluation (900)
(Targeted evaluation focusing on one area of need—ex. Preschool Transition, Adaptive Behavior for mod/severe students tri, Executive Function/EQ for High School Tri's, etc. No in-person testing) • Review of Records (to satisfy Eligibility Evals) (900)
(Thorough review of all previous testing to determine continued eligibility for special education support. No testing) • ERMHS Counseling Evaluation (900)
(Targeted evaluation targeting social-emotional concerns with the determination of SPED counseling supports) • FBA Evaluation (900)- -
(Functional Behavioral Analysis to determine the function of a Students behavior) | <p>\$1800.00</p> <p>\$1900.00</p> <p>\$2100.00</p> <p>\$2200.00</p> <p>\$700.00</p> <p>\$800.00</p> <p>\$100.00</p> <p>\$1400.00</p> <p>\$1000.00</p> <p>\$1900.00</p> <p>\$2000.00</p> |
|---|---|

EXHIBIT C: NOTICES

In accordance with Section 8 of the Master Contract all notices to LEA shall be delivered in the manner specified in Section 8 to the following LEA Representatives:

1. For matters regarding the Administration of the Master Contract, Educational Program, Personnel and Health and Safety mandates, including Incident/Accident Reporting in accordance with Section 54, notices to LEA shall be delivered to:

Renee Gray

Assistant Superintendent, Student Support Services

1301 E Orangethorpe Av, Placentia, CA 92870

714-985-8669

rgray@pylusd.org

Gwen Redira

Director, Special Education Department

1301 E Orangethorpe Av, Placentia, CA 92870

714-985-8664

gredira@pylusd.org

2. For matters regarding the Administration of the Master Contract including Insurance, Financial, including Payments, notices to LEA shall be delivered to:

Maria Luna Madrigal

Special Education Department Secretary

1301 E Orangethorpe Av, Placentia, CA 92870

714-985-8669

mluna@pylusd.org

AND

Dena Mavritsakis

Special Education Account Technician

1301 E Orangethorpe Av, Placentia, CA 92870

714-985-8660

dmavritsakis@pylusd.org

3. For matters regarding Behavior Interventions in accordance with Section 30 and Student Discipline in accordance with Section 31, notices to LEA shall be delivered to:

Erin McGowan

Psychologist on Special Assignment

1301 E Orangethorpe Av, Placentia, CA 92870

714-985-8664

emcgowan@pylusd.org

EXHIBIT D

SUPPLEMENT TO SECTION 62 – LEA AND/OR NONPUBLIC SCHOOL CLOSURES AS A RESULT OF COVID-19 AND COMPLIANCE WITH COVID-19 REQUIREMENTS

LEA and CONTRACTOR agree that in-person instruction shall be conducted in accordance with guidelines issued by the California Department of Education (“CDE”), California Department of Public Health (“CDPH”), Centers for Disease Control and Prevention (“CDC”), and Orange County Health Care Agency (“OCHCA”).

In the event a LEA student requests that CONTRACTOR provide virtual instruction, CONTRACTOR shall notify LEA and coordinate with LEA to convene an IEP team meeting to discuss placement and service options for student.

In the event the state or OCHCA mandate a return to distance learning/remote instruction/virtual instruction as a result of COVID-19 during the 2024-2025 school year, LEA and CONTRACTOR agree that any change from in-person instruction **shall be agreed to in writing by LEA and CONTRACTOR.**

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 4, 2024**

INDEPENDENT CONTRACTOR AGREEMENT WITH THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, DBA UNIVERSITY OF CALIFORNIA, SAN DIEGO HEALTH SERVICES

Background

The district participates in LEA Medi-Cal billing in order to recoup funding for Medi-Cal billable services. To participate in this program, some of the eligible services require a review and written prescription by a medical doctor. This medical review and prescription service is provided by Dr. Howard Taras through UC San Diego Health Services.

The funding we recover from the Medi-Cal billing program can provide support and materials for students with special needs.

This agreement will be effective July 1, 2024-June 30, 2025.

Financial Impact

Budgeted Special Education funds, NTE: \$5,000

Administrator

Renee Gray, Assistant Superintendent, Student Support Services
Gwen Redira, Director, Special Education

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

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between _____, hereinafter referred to as "Consultant," and the Placentia-Yorba Linda Unified School District, hereinafter referred to as "District."

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

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

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

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

CONSULTANT:

Name of Vendor: _____

Is individual retired from Cal STRS: Yes _____ No _____

from CalPERS: Yes _____ No _____ If yes, date retired: _____

Signature: _____

Phone #: _____

Fax #: _____

Date: _____

Social Security/Tax ID _____

DISTRICT:

Placentia-Yorba Linda Unified School District

By: _____

Assistant Superintendent, Business Services

Address: 1301 E. Orangethorpe, Placentia, CA 92870

Date: _____

Approved by Board: _____

(Date)

TERMS AND CONDITIONS OF AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 4, 2024**

MASTER CONTRACT NON-PUBLIC SCHOOL AGREEMENT WITH HELP FOR BRAIN INJURED CHILDREN, INC.

Background

Non-public schools are certified by the State of California to provide special education services to students based on their Individualized Education Plan (IEP). These schools provide an environment and a level of services for students who require more intensive support than the school district is able to provide.

The non-public school addresses students with the most significant behavioral, academic, and adaptive daily living skills needs. They assist students to reach their highest level of independence, utilizing discrete trial training, prompting hierarchy, universal design for learning, and cooperative learning. The student we have who attends this program has severe self-injurious behaviors.

This agreement will be effective July 1, 2024-June 30, 2025.

Financial Impact

Budgeted Special Education funds, NTE: \$120,000

Administrator

Renee Gray, Assistant Superintendent, Student Support Services
Gwen Redira, Director, Special Education

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2024-2025

*Help for Brain Injured Children, Inc
981 N Euclid St
La Habra, CA 90631*

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2024-2025

CONTRACT NUMBER:

LEA: *Placentia-Yorba Linda Unified School District*

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this 1st day of July, 2024, between the Placentia-Yorba Linda Unified School District (hereinafter referred to as "District" or local educational agency "LEA") and **Help for Brain Injured Children, Inc** (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to District students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this Agreement, does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, the ISA shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Program (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of an LEA student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent, authorized by LEA for a transfer student pursuant to California Education Code section 56325, or otherwise authorized by LEA without a signed IEP, LEA is not responsible for the costs associated with nonpublic school placement or nonpublic agency services until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement or nonpublic agency services is appropriate, and the IEP is signed by the LEA student's parent.

2. CERTIFICATIONS AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq. and within the professional scope of practice of each provider's license, certification and/or credential. In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to

provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

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

A current copy of CONTRACTOR's licenses and nonpublic school/agency certifications, or a validly issued waiver of any such certification, must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. CONTRACTOR must immediately (and under no circumstances longer than three (3) calendar days) notify LEA if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or subject to a pending administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. If any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract, this Master Contract shall terminate as of the date of such action.

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

Total student enrollment shall be limited to capacity as stated on CDE certification. Total class size shall be limited to capacity as stated in Section 24 of the Master Contract.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations including but not limited to the provision of special education and/or related services, facilities for individuals with exceptional needs, pupil enrollment, attendance and transfer, corporal punishment, pupil discipline, and positive behavioral interventions.

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2024 to June 30, 2025 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2025 (Title 5 California Code of Regulations Section 3062(d)). In the event a Master Contract is not renegotiated by June 30th, the parties shall have 90 days from July 1 of the new fiscal year to consummate the contract. (Education Code Section 56366(c).) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. Requests for renegotiation of any rate, including but not limited to, related services for the subsequent contract year, are to be submitted in writing to

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. In addition, the cause shall not be to effectuate a change in placement in circumvention of the IEP process. To terminate the Master Contract for cause, either party shall give no less than 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 no less than 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, former juvenile court school pupils, child of a military family or migrant student and other students 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 unless LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level 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 assign grades and prepare transcripts at the close of each semester, or upon LEA student transfer, for each LEA student in grades nine (9) through twelve (12) inclusive, including students eligible for a diploma in accordance with Education Code section 51225.31. 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). For foster youth, the definition of school of origin includes placement in a nonpublic school (Education Code sections 48853.5(g)(3) and 48204(a)(2)).

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.

CONTRACTOR shall notify LEA in writing of any verbal and/or written concern/problem reported to a student's parent during parental access to CONTRACTOR'S facilities that would impact implementation of the student's IEP or offer of a FAPE.

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.

In the event a LEA student is chronically absent due to school refusal or other behaviors related to the student's disability and IEP interventions have been unsuccessful in improving school attendance, CONTRACTOR may request that LEA provide payment for a billable day of attendance related to such absences, on a case-by-case basis given the unique circumstances of the student and the student's individualized needs. LEA may, in its sole discretion, agree to pay CONTRACTOR for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. Any such determination by the LEA must be set forth in writing as a condition for such payment.

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:

- 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 CONTRACTOR 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, CONTRACTOR shall provide instruction in accordance with Education Code section 56345(a)(9) and Exhibit D, attached hereto and incorporated herein.

63. INSPECTION AND AUDIT

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

CONTRACTOR shall provide the LEA access to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related

documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers (last four digits unless otherwise required), dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by the LEA. CONTRACTOR shall make available to the LEA all budgetary information including operating budgets submitted by CONTRACTOR to the LEA for the relevant contract period being audited.

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

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

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

64. RATE SCHEDULE

The rate schedule attached hereto as Exhibit A and incorporated herein by reference, limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in Paragraph 23 above and Education Code section 46000 et seq.

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

65. DEBARMENT CERTIFICATION

By signing this Agreement, CONTRACTOR certifies that:

(a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

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

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1st day of July 2024 and terminates at 5:00 P.M. on June 30, 2025, unless sooner terminated as provide herein.

CONTRACTOR,

LEA,

Help for Brain Injured Children, 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

Help for Brain Injured Children, Inc

Address

City

State

Zip

Phone

Fax

Email

Notices to LEA shall be addressed to the designees as set forth on Exhibit C

EXHIBIT A: 2024-2025 RATES

CONTRACTOR		CONTRACTOR NUMBER		2024-2025
Help for Brain Injured Children, Inc				(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.

Service	Category	Basis	2023-2024	2024-2025
1:1 ParaProfessional/Aide	Individual	per hour	25.00	26.00
Bus Aide	varies based on distance	per day	105.00	105.00
Speech and Language Services	Individual and Group		110.25	110.25
Behavior Intervention - Design or Planning (BID)	Individual	hourly	115.50	115.50
Occupational Therapy	Individual or Group	hourly	110.25	110.25
Lunch	Individual	daily	5.00	5.00
Behavior Intervention Supervision (BII)	Individual	hourly	105.00	105.00

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:

[Insert Name]

[Insert Title] (i.e. SELPA Director/Special Education Director)

1301 E Orangethorpe Av, Placentia, CA 92870

714-985-8669

[Insert E-mail]

2. For matters regarding the Administration of the Master Contract including Insurance, Financial, including Payments, notices to LEA shall be delivered to:

Maria Luna Madrigal

Special Education Department Secretary

1301 E Orangethorpe Av, Placentia, CA 92870

714-985-8669

mluna@pylusd.org

AND

Dena Mavritsakis

Special Education Account Technician

1301 E Orangethorpe Av, Placentia, CA 92870

714-985-8660

dmavritsakis@pylusd.org

3. For matters regarding Behavior Interventions in accordance with Section 30 and Student Discipline in accordance with Section 31, notices to LEA shall be delivered to:

Erin McGowan

Psychologist on Special Assignment

1301 E Orangethorpe Av, Placentia, CA 92870

714-985-8664

emcgowan@pylusd.org

EXHIBIT D

SUPPLEMENT TO SECTION 62 – LEA AND/OR NONPUBLIC SCHOOL CLOSURES AS A RESULT OF COVID-19 AND COMPLIANCE WITH COVID-19 REQUIREMENTS

LEA and CONTRACTOR agree that in-person instruction shall be conducted in accordance with guidelines issued by the California Department of Education (“CDE”), California Department of Public Health (“CDPH”), Centers for Disease Control and Prevention (“CDC”), and Orange County Health Care Agency (“OCHCA”).

In the event a LEA student requests that CONTRACTOR provide virtual instruction, CONTRACTOR shall notify LEA and coordinate with LEA to convene an IEP team meeting to discuss placement and service options for student.

In the event the state or OCHCA mandate a return to distance learning/remote instruction/virtual instruction as a result of COVID-19 during the 2024-2025 school year, LEA and CONTRACTOR agree that any change from in-person instruction **shall be agreed to in writing by LEA and CONTRACTOR.**

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 4, 2024**

**MASTER CONTRACT RESIDENTIAL TREATMENT CENTER AGREEMENT WITH OAK GROVE
INSTITUTE FOUNDATION, INC.**

Background

Residential treatment centers (RTCs) are certified centers to provide special education services and intensive therapy to students based on their Individualized Education Plan (IEP). These centers provide an environment and a level of services for students who require more intensive supports.

Oak Grove Center is a residential, education and treatment center for special needs youth. Oak Grove's mission is to rebuild the lives of at-risk children and their families through educating, healing, restoring relationships, building character, and instilling hope. Oak Grove services students with a variety of disability categories, academic and behavioral needs, and grades. This is a preferred RTC to work with given its proximity to our district (less than 2 hours away)—families can frequently visit their child and work towards bringing them home. Students may be enrolled due to the inability of a local non-public school to keep the student safe during the school day.

This agreement will be effective July 1, 2024-June 30, 2025

Financial Impact

Budgeted special education funds NTE: \$200,000

Administrator

Renee Gray, Assistant Superintendent, Student Support Services
Gwen Redira, Director, Special Education

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2024-2025

*Oak Grove Institute Foundation, Inc
24275 Jefferson Av
Murrieta, CA 92562*

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2024-2025

CONTRACT NUMBER:

LEA: *Placentia-Yorba Linda Unified School District*

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this 1st day of July, 2024, between the Placentia-Yorba Linda Unified School District (hereinafter referred to as "District" or local educational agency "LEA") and **Oak Grove Institute Foundation** (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to District students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this Agreement, does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, the ISA shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Program (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of an LEA student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent, authorized by LEA for a transfer student pursuant to California Education Code section 56325, or otherwise authorized by LEA without a signed IEP, LEA is not responsible for the costs associated with nonpublic school placement or nonpublic agency services until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement or nonpublic agency services is appropriate, and the IEP is signed by the LEA student's parent.

2. CERTIFICATIONS AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq. and within the professional scope of practice of each provider's license, certification and/or credential. In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to

provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

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

A current copy of CONTRACTOR's licenses and nonpublic school/agency certifications, or a validly issued waiver of any such certification, must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. CONTRACTOR must immediately (and under no circumstances longer than three (3) calendar days) notify LEA if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or subject to a pending administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. If any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract, this Master Contract shall terminate as of the date of such action.

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

Total student enrollment shall be limited to capacity as stated on CDE certification. Total class size shall be limited to capacity as stated in Section 24 of the Master Contract.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations including but not limited to the provision of special education and/or related services, facilities for individuals with exceptional needs, pupil enrollment, attendance and transfer, corporal punishment, pupil discipline, and positive behavioral interventions.

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2024 to June 30, 2025 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2025 (Title 5 California Code of Regulations Section 3062(d)). In the event a Master Contract is not renegotiated by June 30th, the parties shall have 90 days from July 1 of the new fiscal year to consummate the contract. (Education Code Section 56366(c).) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. Requests for renegotiation of any rate, including but not limited to, related services for the subsequent contract year, are to be submitted in writing to

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. In addition, the cause shall not be to effectuate a change in placement in circumvention of the IEP process. To terminate the Master Contract for cause, either party shall give no less than 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 no less than 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, former juvenile court school pupils, child of a military family or migrant student and other students 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 unless LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level 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 assign grades and prepare transcripts at the close of each semester, or upon LEA student transfer, for each LEA student in grades nine (9) through twelve (12) inclusive, including students eligible for a diploma in accordance with Education Code section 51225.31. 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). For foster youth, the definition of school of origin includes placement in a nonpublic school (Education Code sections 48853.5(g)(3) and 48204(a)(2)).

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.

CONTRACTOR shall notify LEA in writing of any verbal and/or written concern/problem reported to a student's parent during parental access to CONTRACTOR'S facilities that would impact implementation of the student's IEP or offer of a FAPE.

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.

In the event a LEA student is chronically absent due to school refusal or other behaviors related to the student's disability and IEP interventions have been unsuccessful in improving school attendance, CONTRACTOR may request that LEA provide payment for a billable day of attendance related to such absences, on a case-by-case basis given the unique circumstances of the student and the student's individualized needs. LEA may, in its sole discretion, agree to pay CONTRACTOR for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. Any such determination by the LEA must be set forth in writing as a condition for such payment.

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:

- 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 CONTRACTOR 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, CONTRACTOR shall provide instruction in accordance with Education Code section 56345(a)(9) and Exhibit D, attached hereto and incorporated herein.

63. INSPECTION AND AUDIT

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

CONTRACTOR shall provide the LEA access to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related

documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers (last four digits unless otherwise required), dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by the LEA. CONTRACTOR shall make available to the LEA all budgetary information including operating budgets submitted by CONTRACTOR to the LEA for the relevant contract period being audited.

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

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

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

64. RATE SCHEDULE

The rate schedule attached hereto as Exhibit A and incorporated herein by reference, limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in Paragraph 23 above and Education Code section 46000 et seq.

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

65. DEBARMENT CERTIFICATION

By signing this Agreement, CONTRACTOR certifies that:

(a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

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

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1st day of July 2024 and terminates at 5:00 P.M. on June 30, 2025, unless sooner terminated as provide herein.

CONTRACTOR,

LEA,

Oak Grove Institute Foundation

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

Oak Grove Institute Foundation

Address

City

State

Zip

Phone

Fax

Email

Notices to LEA shall be addressed to the designees as set forth on Exhibit C

EXHIBIT A: 2024-2025 RATES

CONTRACTOR		CONTRACTOR NUMBER		2024-2025
Oak Grove Institute Foundation				(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.

1:1 Aide		hourly	30.00	30.00
Language and Speech Therapy	Individual	hourly	104.05	104.05
Language and Speech Therapy	Consultation or Group Therapy	hourly	91.04	91.04
Health and Nursing Services (RN)	Individual	hourly	80.72	80.72
Occupational Therapy	Individual	hourly	104.05	104.05
Occupational Therapy	Consultation or Group Therapy	hourly	91.04	91.04
Counseling & Guidance Services	Individual	hourly	102.41	102.41
Counseling & Guidance Services	Group	hourly	63.15	63.15
Non Medical Board and Care	STRTP	monthly	15281.00	15281.00
Transportation	Individual	per mile	1.50	1.50
Autism Specific Program		daily	250.00	250.00
Tutoring Services		hourly	64.34	64.34
Behavior Intervention - Design or Planning (BID)		daily	128.16	128.16
Language and Speech Assessment	Individual	hourly	117.05	117.05
Instruction in the Home or Hospital (IHH)	Individual	hourly	130.55	130.55
Occupational Therapy (Assessment)	Individual	hourly	117.05	117.05
Occupational Therapy (Consult)	Individual	hourly	91.04	91.04
Speech and Language (Consult)	Individual	hourly	85.44	85.44

Parent Training/Parent Counseling	on campus	hourly	133.63	133.63
Parent Training/Parent Counseling	off campus	hourly	151.86	151.86
Recreation Services		hourly	60.74	60.74
Social Worker Services (on campus)		hourly	129.46	129.46
Social Worker Services (off campus)		hourly	151.86	151.86
Counseling (off campus)	Individual	hourly	129.13	129.13
Counseling Assessment/Consultation (off campus)	Individual	hourly	161.82	161.82
Counseling Assessment/Consultation (on campus)	Individual	hourly	129.45	129.45
Academic Instruction	Specialized	daily	198.46	198.46
Day Treatment Services		daily	325.00	325.00
Behavior Intervention - Design or Planning (BID)		daily	148.00	148.00

EXHIBIT C: NOTICES

In accordance with Section 8 of the Master Contract all notices to LEA shall be delivered in the manner specified in Section 8 to the following LEA Representatives:

1. For matters regarding the Administration of the Master Contract, Educational Program, Personnel and Health and Safety mandates, including Incident/Accident Reporting in accordance with Section 54, notices to LEA shall be delivered to:

Renee Gray

Assistant Superintendent, Student Support Services

1301 E Orangethorpe Av, Placentia, CA 92870

714-985-8669

rgray@pylusd.org

Gwen Redira

Director, Special Education Department

1301 E Orangethorpe Av, Placentia, CA 92870

714-985-8664

gredira@pylusd.org

2. For matters regarding the Administration of the Master Contract including Insurance, Financial, including Payments, notices to LEA shall be delivered to:

Maria Luna Madrigal

Special Education Department Secretary

1301 E Orangethorpe Av, Placentia, CA 92870

714-985-8669

mluna@pylusd.org

AND

Dena Mavritsakis

Special Education Account Technician

1301 E Orangethorpe Av, Placentia, CA 92870

714-985-8660

dmavritsakis@pylusd.org

3. For matters regarding Behavior Interventions in accordance with Section 30 and Student Discipline in accordance with Section 31, notices to LEA shall be delivered to:

Erin McGowan

Psychologist on Special Assignment

1301 E Orangethorpe Av, Placentia, CA 92870

714-985-8664

emcgowan@pylusd.org

EXHIBIT D

SUPPLEMENT TO SECTION 62 – LEA AND/OR NONPUBLIC SCHOOL CLOSURES AS A RESULT OF COVID-19 AND COMPLIANCE WITH COVID-19 REQUIREMENTS

LEA and CONTRACTOR agree that in-person instruction shall be conducted in accordance with guidelines issued by the California Department of Education (“CDE”), California Department of Public Health (“CDPH”), Centers for Disease Control and Prevention (“CDC”), and Orange County Health Care Agency (“OCHCA”).

In the event a LEA student requests that CONTRACTOR provide virtual instruction, CONTRACTOR shall notify LEA and coordinate with LEA to convene an IEP team meeting to discuss placement and service options for student.

In the event the state or OCHCA mandate a return to distance learning/remote instruction/virtual instruction as a result of COVID-19 during the 2024-2025 school year, LEA and CONTRACTOR agree that any change from in-person instruction **shall be agreed to in writing by LEA and CONTRACTOR.**

PARADIGM HEALTHCARE SERVICES AMENDMENT

Background

Federal Medi-Cal funds are available to school districts to recoup the cost of services provided for Medi-Cal eligible students who receive services through special education. Paradigm Healthcare Services assists school districts in maximizing the amount of reimbursement earned through the training of staff, identification of Medi-Cal eligible students, and ensuring accuracy in the filing of claims.

Paradigm Healthcare Services has assisted with the Medi-Cal billing process. The current agreement is a renewal that allows Paradigm to continue to provide healthcare billing services to the district. There is a new rate fee structure; therefore, a new contract needs to be brought forward.

This agreement will be effective July 1, 2024-June 30, 2025

Financial Impact

Income to the district will vary depending upon the number of Medi-Cal eligible students enrolled in special education and receiving billable services.

Administrator

Renee Gray, Assistant Superintendent, Student Support Services
Gwen Redira, Director, Special Education



AMENDMENT TO SERVICE AGREEMENT

This Amendment to Service Agreement (“Amendment”) is entered into as of July 1, 2024 between Paradigm Healthcare Services, LLC, a California Limited Liability Company (“Paradigm”) and Placentia-Yorba Linda Unified School District, a Local Education Agency (“Client”).

RECITALS

Paradigm is engaged in the business of providing Medicaid direct service and administrative claiming services to local education agencies, local governmental agencies, school districts, county offices of education, and local education consortia within the State of California.

Paradigm is and has been providing Client certain Medicaid claiming services pursuant to a Service Agreement dated July 1, 2022 ("Agreement").

Paradigm and Client desire to amend and modify the services and fee provisions contained in their Service Agreement effective as of July 1, 2024.

Accordingly, in consideration of the mutual obligations undertaken herein, THE PARTIES AGREE AS FOLLOWS:

TERMS

1. **Definitions.** Except as otherwise provided herein, the terms of this Amendment shall have the same meaning as given in the Agreement.
2. **Amend Service Agreement** so the sections entitled, "Paradigm's LEA Billing Services," "LEA Billing Services Fees" are replaced with the attached Statement of Work entitled, "LEA Billing Claims Management Services."
3. **Amend Services Agreement** to add "Software Services" and related fees as described in the attached Statement of Work of the same name.

STATEMENT OF WORK

LEA BILLING CLAIMS MANAGEMENT SERVICES

Program Implementation Services

1. Paradigm will assist Client with all start-up documentation and any renewal agreements required by the California Department of Health Care Services (“DHCS”) to enroll Client as a Medi-Cal Provider, and establish Paradigm as the Client agent for purposes of submitting reimbursement requests under this Agreement.
2. Paradigm will work with Client to assess program potential, establish provider and site databases for effective service tracking, and provide implementation training to Client program coordinator(s). This implementation process will be designed to identify areas of reimbursement and to facilitate an effective partnership between the Client and Paradigm.

Training and Materials

1. Paradigm will provide training to Client’s program coordinator(s) and healthcare providers as part of the initial contract implementation and at least annually thereafter. Training will include the following subject areas: DHCS audit requirements for Client’s LEA billing program; all necessary information and procedures for submitting Client billing data to Paradigm; and “best practices” to implement and maintain an optimized, audit-ready program.
2. Paradigm will provide Client personnel with all necessary training materials containing a detailed review of the rules and regulations governing the LEA Billing program. At Client’s request Paradigm will also make available its proprietary “provider forms” for use in documenting the delivery of healthcare services.

Interim Claims Preparation and Submission

1. Eligibility. Upon the commencement of LEA Billing Services under this Agreement and quarterly thereafter during the Term of the Agreement, Paradigm will use its proprietary algorithms and know-how to determine Medi-Cal eligibility and identify Medi-Cal numbers within limits imposed by the DHCS and county governments. Eligibility match information will be retained by Paradigm and will be used solely to provide services hereunder subject to all the confidentiality provisions provided in the Agreement.
2. Claims Submittal.
 - 2.1. Paradigm will make reasonable efforts to submit each LEA Medi-Cal billing claim eligible for submission pursuant to California law or regulation within thirty (30) days of receipt from Client of all information necessary for processing that claim. Paradigm will also make reasonable efforts to bill retroactive claims existing at the commencement of this Agreement so as to minimize revenue lost due to Medi-Cal’s one (1) year billing limit.
 - 2.2. Paradigm shall make reasonable efforts to verify the completeness and accuracy of information underlying the claims it submits on Client’s behalf. Due to the volume of data being processed from manual data entry forms and the necessity of correlating student records from several databases maintained by Paradigm, it is inevitable that some requests for reimbursement (or categories of requests or patients) will be denied or reduced due to incorrect or incomplete supporting data or healthcare insurance information. Paradigm will make reasonable efforts to minimize such denials or reductions. Client acknowledges that such denials are inherent in the LEA

billing process, and will not constitute a breach of Paradigm's obligations under this Agreement. Client's sole and exclusive remedy for any such denial or reduction in reimbursement is to request that Paradigm re-bill such claims. Paradigm will determine in its sole and absolute discretion if such rebilling is reasonable and cost effective. Except as set forth in this paragraph, Paradigm shall not be liable, and Client shall have no remedy, for any denial or reduction in reimbursement to Client for healthcare or administrative services.

2.3. Paradigm shall make reasonable efforts to submit all operational plans and claims made thereunder in a timely manner. However, Paradigm shall not be responsible in any way in the event that any operational plan or any claim made thereunder is submitted late or incomplete directly or indirectly because of the failure or delay by Client or its employees, students, agents or independent contractors in making all necessary information available to Paradigm, or any third party's failure or delay in submitting documentation to the DHCS.

3. Review and Resubmittal. Paradigm will monitor the submittal and payment process, review denials, suspensions, and holds, as reported by DHCS, and make reasonable efforts to resolve any challenged Client reimbursement claim.
4. Management Reports and Program Analysis. Paradigm will provide Client with periodic management reports using provider, procedure, and/or site parameters. The frequency of such reports will be determined by mutual agreement of Paradigm and Client, but in any event shall occur no less frequently than quarterly.

Coordination with Client

1. Information Sharing. Paradigm will provide Client with information regarding program policy, interpretation of policy, and regulatory updates as applicable. Quarterly "Bulletins" will be provided to Client's coordinator(s) to ensure timely communication about program changes and updates to Paradigm's systems and processes.
2. Audit and Site Visit Support. Paradigm will provide Client personnel with training on audit requirements and program compliance. In the event of a program audit or review, Paradigm will assist in preparing for and responding to the audit to the extent permitted by DHCS and or any other auditing party.
3. Paradigm Technologies Software. Paradigm will make available its proprietary web-based software to assist Client Program Coordinator(s) with managing the FERPA parent consent status of students, provider profiles, and service authorizations. Note: Access to any Paradigm Technologies web-based applications requires acceptance of a separate, no-fee online Software License Agreement found at Paradigm's website.

Client's LEA Billing Claims Management Service Obligations

1. Program Coordinator(s). Client will make available designated personnel to assist with the implementation of Paradigm's services, and coordinate with Client's individual program participants.
2. Provider Logs. Client will maintain complete and accurate provider logs of all healthcare services provided by Client and will return the completed logs to Paradigm at the end of each month.
3. Student Data. Upon commencement of the Agreement and monthly thereafter, Client will provide Paradigm with a file in a format specified by Paradigm of all student data reasonably requested by Paradigm in connection with its performance under this agreement from Client's computer systems or from the computer systems of the individual schools Client comprises.

4. Official RMTS Participant Roster (TSP). On the last day of the first month of the fiscal quarter, Client will submit to Paradigm the official RMTS participant roster (referred to as the TSP List in the California State RMTS manual).

LEA Billing Claims Management Services Fees

1. Standard Fee Per Approved Service. Paradigm fees for Client LEA Billing claims submitted or originating during the Term of the Agreement will consist of a standard fee for each claimed service that DHCS approves for interim reimbursement (“Interim Approved Claim”). The schedule of Paradigm's standard fees for Interim Approved Claims is set forth in the attached Standard Fee Schedule subject to adjustment in accordance with the terms of following paragraphs.
2. Effect of Increase in Reimbursement Rates. In the event the Federal Medical Assistance Percentage (FMAP) increases or decreases, or DHCS increases or decreases the reimbursement rates to Client for any LEA Billing service interim claim during the Term of this Agreement, Paradigm’s standard fee for such services will simultaneously and without requirement of prior notice to Client increase or decrease by the same percentage as the percentage DHCS increase or decrease.
3. Cap on Paradigm Fees. Paradigm’s fees for LEA Billing Claims Management Services in any Fiscal Year will be capped according to the dollar value of Client’s Interim Approved Claims. Notwithstanding any other provision, the total fees payable to Paradigm based on Interim Approved Claims during any Fiscal Year will not exceed 7% of the dollar value of Interim Approved Claims. This cap on fees for LEA Billing Claims Management are discounted as part of a bundled offering with the licensing of our software, Student Health Network (SHN), acknowledging the integrated value of our services.
4. Application of Fiscal Year Limits. For purposes of computing Paradigm’s fees and fee caps for LEA Billing Claims Management Services, the date of an Interim Approved Claim will be the warrant date of the Remittance Advice Details (“RAD”) issued by DHCS granting interim approval of the claim, regardless of when the claim originates or is submitted by Paradigm to DHCS for payment, and regardless of when or whether Client receives payment for the approved claim by DHCS. Paradigm will invoice Client monthly based on Interim Approved Claims identified in DHCS RADs.
5. Approval of Interim Approved Claims After the Termination of the Agreement. Nothing in this Agreement shall constitute a limitation or waiver of Paradigm’s entitlement to receive fees based on Interim Approved Claims submitted pursuant to this Agreement whose date of interim approval is after the termination of this Agreement. Paradigm will prepare and submit to DHCS for reimbursement all Client LEA Billing claims arising from services provided by Client prior to termination or expiration and shall receive payment pursuant to the terms of this Agreement upon approval of such claims or part thereof by DHCS. Such claims for reimbursement shall be documented and submitted to Paradigm for submittal to DHCS within six (6) months after the earlier of expiration or termination of this Agreement.
6. Substitution of Alternative Methodology and/or Fee Terms. In the event that any LEA Billing fee arrangements or and part thereof are or become inconsistent with applicable federal or state laws or regulations, or court order, or that any time survey methodology other than RMTS is approved by DHCS for use by Client in determining the percentage of allowable costs for reimbursement, Paradigm will on thirty (30) days written notice provide substitute fee arrangements and/or substitute time survey services consistent with applicable law regulation or court order. Any such substitute fee

arrangements shall not increase the total amount Client would otherwise have been required to pay Paradigm for services under this Agreement.

Standard Fee Schedule - LEA Billing Claims Management Services

"Max Interim \$\$ to Client" below lists the maximum interim claim value per unit, according to *current* Medi-Cal reimbursement rates, when performed by a qualified provider; however, not all interim claims will be reimbursed at these rates. Paradigm's fees for Interim Approved Claims will be capped, not to exceed 7% of the dollar value of Interim Approved Claims. This cap on fees for LEA Billing Claims Management are discounted as part of a bundled offering with the licensing of our software, Student Health Network (SHN), acknowledging the integrated value of our services.

Provider Type	Service	Max Interim \$\$ to Client	Paradigm Standard Fee
Audiologist	Assessment	\$ 122.40	\$ 15.01
Audiologist	Treatment	\$ 56.11	\$ 6.88
Health Aide	Treatment	\$ 5.28	\$ 0.65
Licensed Vocational Nurse	Treatment	\$ 6.15	\$ 0.75
School Nurse, NP, PHN	Assessment	\$ 84.10	\$ 10.31
School Nurse, RN, NP, PHN	Treatment	\$ 12.02	\$ 1.47
School Counselor	Assessment	\$ 12.87	\$ 1.58
School Psychologist	Assessment	\$ 308.84	\$ 37.87
School Psychologist, Licensed MFT, Lic./Cred. SW	Treatment	\$ 47.18	\$ 5.79
Associate Marriage Family Therapist	Treatment	\$ 19.36	\$ 2.37
Licensed MFT, Lic./Cred. SW	Assessment	\$ 12.87	\$ 1.58
Associate Clinical Social Worker	Treatment	\$ 19.36	\$ 2.37
Speech-Language Pathologist	Assessment	\$ 67.08	\$ 8.22
Speech-Language Pathologist	Treatment	\$ 42.35	\$ 5.19
Speech-Language Therapy Assistant	Treatment	\$ 17.60	\$ 2.16
Occupational Therapist	Assessment	\$ 141.32	\$ 17.33
Occupational Therapist	Treatment	\$ 46.61	\$ 5.72
Occupational Therapy Assistant	Treatment	\$ 20.06	\$ 2.46
Physical Therapist	Assessment	\$ 145.40	\$ 17.83
Physical Therapist	Treatment	\$ 40.39	\$ 4.95
Physical Therapy Assistant	Treatment	\$ 16.89	\$ 2.07
Registered Dietician, Respiratory Therapist	Assessment	\$ 12.02	\$ 1.47
Registered Dietician, Respiratory Therapist	Treatment	\$ 12.02	\$ 1.47
O&M Specialist	Assessment	\$ 12.27	\$ 1.50
O&M Specialist	Treatment	\$ 12.27	\$ 1.50
Targeted Case Management	Treatment	\$ 12.02	\$ 1.47
Transportation	-	\$ 10.20	\$ 1.25

STATEMENT OF WORK SOFTWARE AS A SERVICE

Software as a Service

1. Features & Services. Paradigm will provide access to Client and Client's authorized users its Software, Student Health Network ("SHN"), including at Client's option, add-on features and services (hereinafter referred to as "Features"), as noted in the Software Features & Fee Schedule. Access to any Paradigm Software requires acceptance of a separate, no-fee Online Software License Agreement found at Paradigm's website.
2. Changes to Features. Paradigm reserves the right to make changes to Features that it determines necessary or useful to: (1) maintain or enhance the quality or delivery of Features to Client, (2) maintain or enhance Software and Feature performance, and (3) comply with applicable law and Medicaid claiming policies.

Coordination with Client

1. Support. Paradigm will provide a Care Center available for the use of Client and all Client's authorized users. The Care Center is accessible via toll-free phone and email during normal business hours.
2. Software Coordinator(s). Client will make available designated personnel to assist with the implementation of Paradigm's Software, and coordinate with Client's individual end users.
3. Authorized Users. Client shall be responsible for managing access to the Software and Features by its authorized users. The Client shall have the right to grant and revoke access to the Software and Features to its authorized users as it deems appropriate. The Client shall ensure that its authorized users comply with the terms and conditions of this Agreement.
4. Student Data. Upon commencement of the Agreement and monthly thereafter, Client will provide Paradigm with a file in a format specified by Paradigm of all student data reasonably requested by Paradigm in connection with its performance under this agreement from Client's computer systems or from the computer systems of the individual schools Client comprises.

Software Fees

1. Fees for Software and Features are detailed in the attached Software Features & Fee Schedule.
2. Client will be invoiced as follows:
 - 2.1. Setup Fees and Maintenance Fees. If applicable, Setup Fees will be invoiced within 30 days of activation of Feature and will be due and payable within the thirty (30) days of the invoice date. Maintenance Fees, if applicable, will be due and payable on an annual basis, invoiced on July 1st of each remaining Fiscal Year during the Term of Agreement after the year in which Setup Fees were paid.
 - 2.2. Annual License Fees. Annual License Fees are applicable to each Fiscal Year during the Term of the Agreement. Annual License Fees will be assessed each July 1 and divided into equal monthly installments for the duration of the Fiscal Year. Each monthly installment will be due and payable within thirty (30) days of the invoice date. If a Feature with Annual License Fees is activated in the middle of a Fiscal Year, the Annual License Fee will be prorated for the remaining months until the next July 1, and will be divided into equal monthly installments for the remaining duration of the Fiscal Year.
 - 2.3. If client does not pay any amount due within 60 days, Paradigm reserves the right to terminate Client access to Features.

Software Features & Fees Schedule

Client is electing the Features and Services as selected below:

Basic EHR Features

	Price	Multiplier	Unit Basis	Discount	Total
<input checked="" type="checkbox"/> Student Health Network	\$3.00 per year	23138	enrolled students	25 %	\$52,060.50 per year
Basic EHR features allowing providers to document screenings, assessments, treatments, and consultations; cost basis is CBEDS enrollment; annual fees are assessed each Fiscal Year, divided into equal monthly installments					

Student Wellness

	Price	Multiplier	Unit Basis	Total
<input type="checkbox"/> Student Wellness & Supports Features	\$1.00 per year	0	enrolled students	\$0.00 per year
Advanced case management and referral tracking features, behavioral/mental health plan builder, and advanced reporting; cost basis is CBEDS enrollment; annual fees are assessed each Fiscal Year, divided into equal monthly installments				

Vaccine Management

	Price	Multiplier	Unit Basis	Total
<input type="checkbox"/> Vaccine Records Management Module	\$0.50 per year	0	enrolled students	\$0.00 per year
Features allow users to enter historical vaccine records; track vaccine exemptions; and run vaccine compliance reports; cost basis is CBEDS enrollment; annual fees are assessed each Fiscal Year, divided into equal monthly installments				
<input type="checkbox"/> Integration with CAIR	\$5,000.00	0	fixed	\$0.00
Setup of data integration with California's Immunization Registry (CAIR); fees invoiced upon completion				
<input type="checkbox"/> CAIR Integration Maintenance	\$750.00 per year	0	fixed	\$0.00 per year
Maintenance of bi-directional integration with California's Immunization Registry (CAIR); fees invoiced each July 1 following Setup				
<input type="checkbox"/> Vaccine Historical Data Import	\$2,500.00	0	fixed	\$0.00
One-time historical data alignment and data import; fees invoiced upon completion				

COVID Case Management

	Price	Multiplier	Unit Basis	Total
<input type="checkbox"/> COVID Case Management Module	\$0.50 per year	0	enrolled students	\$0.00 per year
Case management workflow for case handler, record of COVID-related communications and referrals, and reporting of quarantined students; cost basis is CBEDS enrollment; annual fees are assessed each Fiscal Year, divided into equal monthly installments				

Integrations

	Price	Multiplier	Unit Basis	Total
<input type="checkbox"/> SIS Data API	\$5,000.00	0	fixed	\$0.00
Application-based integration to retrieve select student data from Client's SIS; setup fee invoiced 30 days after Feature activation				
<input type="checkbox"/> SIS Data API Maintenance	\$750.00 per year	0	fixed	\$0.00 per year
Maintenance of API to retrieve select student data from Client's SIS; ongoing maintenance fee invoiced each July 1 following Setup				
<input type="checkbox"/> SSO Activation	\$5,000.00	0	fixed	\$0.00
Application-based integration with Client's Active Windows Director; one-time setup fee invoiced 30 days after Feature activation				
<input type="checkbox"/> SSO Maintenance	\$750.00 per year	0	fixed	\$0.00 per year
Maintenance of application-based integration with Client's Windows Active Directory; maintenance fees invoiced each July 1 following Setup				

One-time subtotal \$0.00

Recurring subtotal \$52,060.50 per year

You're saving \$17,353.50

TERMS OF AMENDMENT

1. **Coordination of Agreement and Amendment Terms.** Except as provided herein, the Agreement between Paradigm and Client will remain in full force and its terms shall apply to this Amendment. In the case of any conflict between any provision in this Amendment and any provision of the Agreement, the provisions of this Amendment shall supersede and will be controlling.
2. **Severability.** If any provision of this Amendment is held by a court or arbitrator to be invalid or unenforceable, the remaining portions of this Amendment shall remain in full force and effect, and such court or arbitrator shall be empowered to substitute provisions similar to said provision, or other provisions, so as to provide the parties the benefits intended by said provision, to the fullest extent permitted by applicable law.
3. **Entire Agreement.** This Amendment and the Agreement together constitute the entire understanding and agreement of the parties with respect to the subject matter thereof and supersede all prior agreements, understandings, negotiations, and discussions of the parties, whether oral or written. There are no agreements, understandings, restrictions, representations or warranties other than those set forth in the Agreement and this Amendment.
4. **Counterparts.** This Amendment may be executed in any number of faxed, scanned, electronically signed, or original counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

SIGNATURES

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed by duly authorized persons to be effective as set forth herein.

Paradigm Healthcare Services, LLC

Placentia-Yorba Linda Unified School District

Constance Laflamme

2024-05-15

Constance Laflamme, Owner/CEO

1225 4th Street, #363

San Francisco, CA 94158

Tel (415) 616-0920

claflamme@paradigm-healthcare.com

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 4, 2024**

RATIFY THE NIKE FLAG FOOTBALL UNIFORM GRANT TO ESPERANZA HIGH SCHOOL

Background

Nike, in partnership with CIF, is awarding grants to high school flag football teams for the funding of uniforms for this rapidly growing sport. Esperanza was awarded \$1,000, which allowed them to purchase nine new sets of uniforms for a frosh/soph team that they will be adding next year. The order had to be placed by May 31, 2024.

Financial Impact

Income to the district, \$1,000

Administrator

Renee Gray, Assistant Superintendent, Student Support Services
Gina Aguilar, Director, Student Services
Jeff Giles, Principal



CIF/Nike Flag Football Uniform Grant 2024

CIF/Nike Flag Football Grant Meeting Overview

- Grant Requirements
- Step-By-Step Guide to Complete the Grant Process
- Process to order on [NikeTeam.com](https://www.niketeam.com)



CIF/Nike Flag Football Grant Requirements

- AD Must Facilitate the Order
- Attend Zoom Meeting
- Principal Must complete the Acknowledgment Form
<https://www.surveymonkey.com/r/FFGrant>
- Place order by May 31, 2024
- Forward Order Confirmation email to Chris Fahey by May 31
cfahey@cifstate.org



Ordering Process on NikeTeam.com

- **Place order using \$1,000 only (could see credit for \$20K, plus)**

- | | | |
|-----------------------------------|-------------------|------------------------------------|
| • Nike Stock Uniform Top \$27 | No Artwork | qty. 34 |
| • Nike Stock Vapor Top \$42 | No Artwork | qty. 21 |
| • Nike Stock Uniform Top \$ 49.40 | Team name/Numbers | approx. qty. 18 (based on artwork) |
| • Nike Stock Vapor Top \$57.40 | Team name/Numbers | approx. qty. 16 (based on artwork) |

- **Forward Order confirmation to cfahey@cifstate.org**


- **Place additional order for additional uniforms (niketeam.com, BSN, etc.)**



CIF/Nike Flag Football Grant Step-By-Step Process

- Attend Zoom Meeting
- Have Principal Complete Acknowledgement Form
<https://www.surveymonkey.com/r/FFGrant>
- Receive Code from CIF to use on [NikeTeam.com](https://www.niketeam.com) to complete order
- Login/Register on NikeTeam.com
- Place order for uniforms using \$1,000 grant code (provided by CIF)
- Place order for additional uniforms over the \$1,000 grant amount
- Send proof of purchase (for the \$1,000 grant order) to cfahey@cifstate.org
by May 31, 2024



 Dealer Locator

MENWOMENKIDSGRAPHIC TEESCUSTOMIZESHOP ALL

HelpLog In

Q

All volleyball styles are currently available for fill-in only until 5/16.

WELCOME TO NIKE TEAM


GET STARTED

1CHOOSE YOUR PRODUCT
Shop the innovation in Nike TEAM

2MAKE IT YOURS
To your exact specifications


3ADD TO CART
Update player info and quantities

4CHECK OUT
Place your order and we'll deliver within three weeks or less




STOCK UNIFORMS
Personalized with name, number, and custom artwork. Order now.

SHOP ALL




BUILD TO ORDER UNIFORMS
Highly customized and delivered in 60-90 days. Contact a dealer.

SHOP ALL



GRAPHIC TEES & FLEECE
Personalized with Nike graphics. Order now.

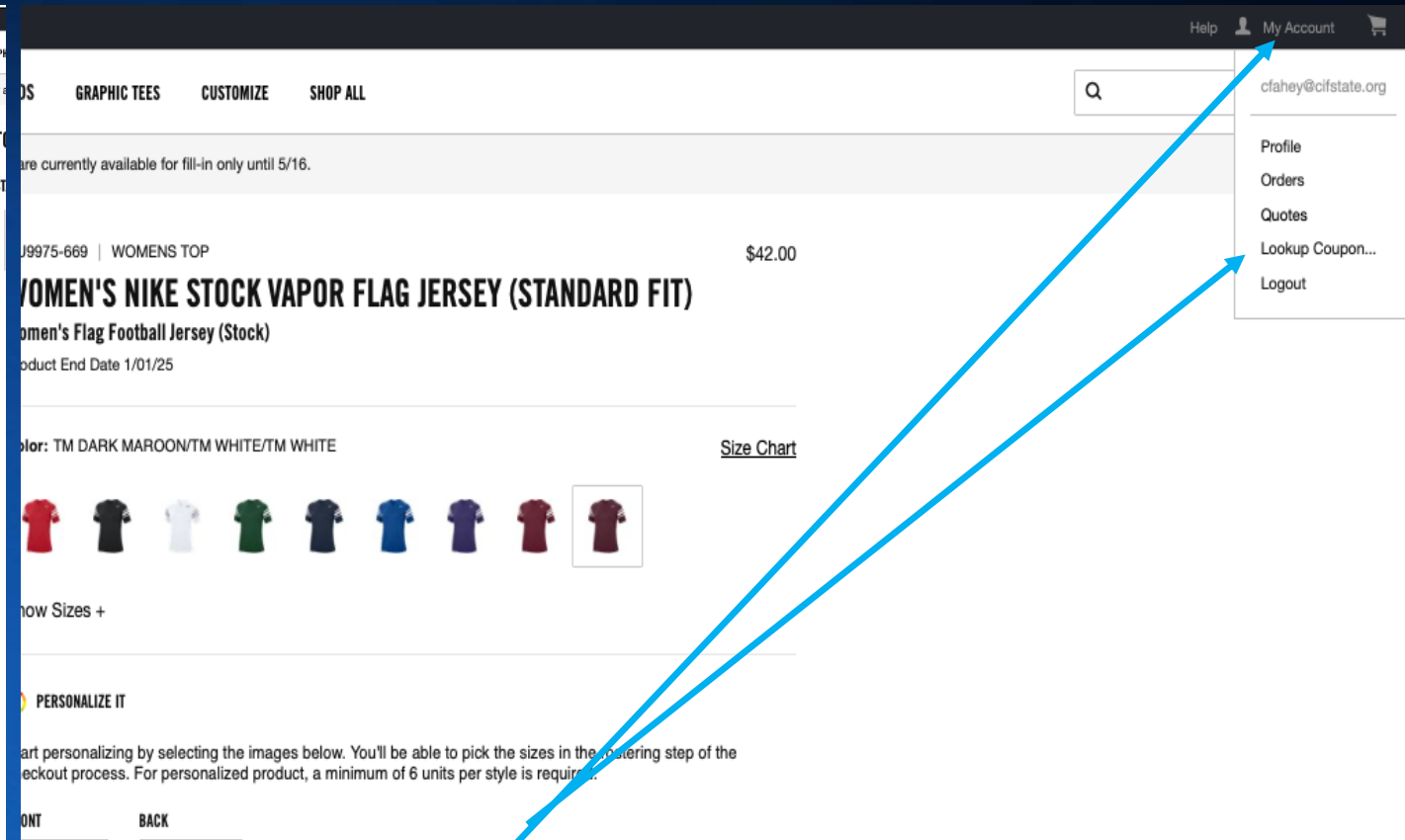
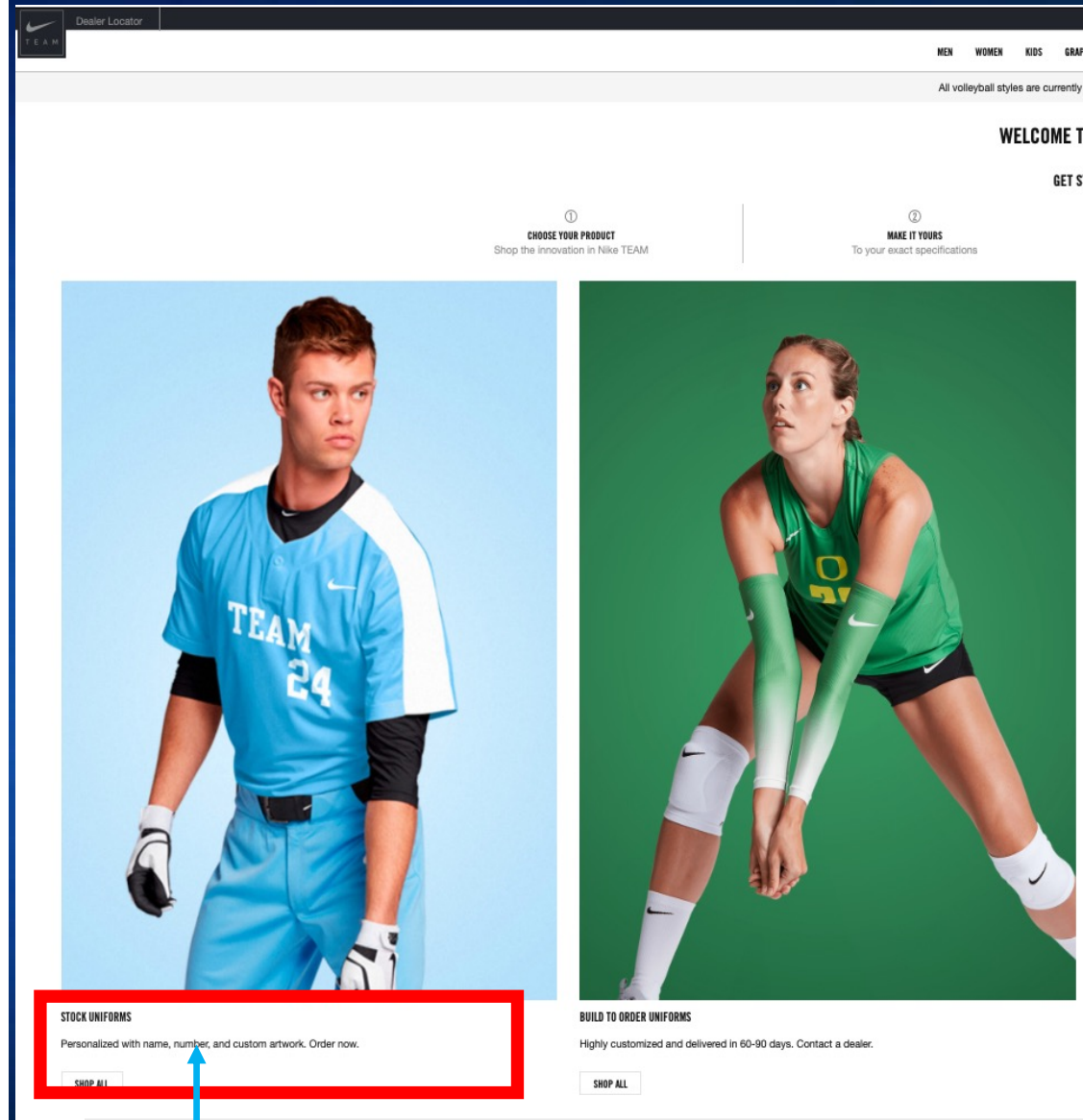
SHOP ALL



TRAVEL, TRAIN, COACH
Fundamentals and equipment. Order now.

SHOP ALL

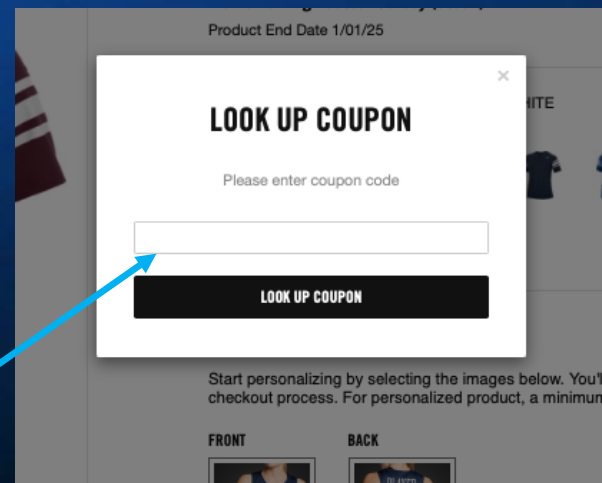
1. Click Login to Login/Register for an Account

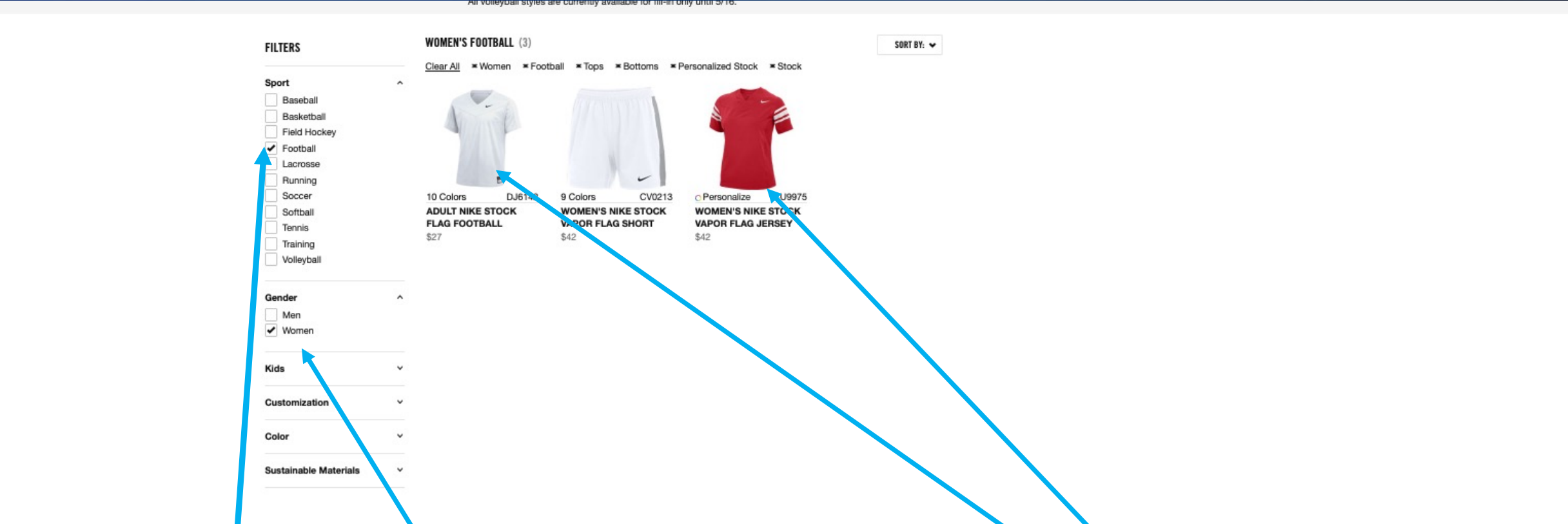


- cfahey@cifstate.org
- Profile
- Orders
- Quotes
- Lookup Coupon...
- Logout

Page 577 of 635

Click Stock Uniforms to Start the ordering Process
Hover Over My Account/Login (Top Right) & Click On "Look Up Coupon"
Enter the Provided Coupon Code, Click on Look Up Coupon to apply the grant \$\$





1. Add Filters

Football
Women

2. Select Jersey Style



CU9975-657 | WOMENS TOP

\$42.00

WOMEN'S NIKE STOCK VAPOR FLAG JERSEY (STANDARD FIT)

Women's Flag Football Jersey (Stock)

Product End Date 1/01/25

Color: TM SCARLET/TM WHITE/TM WHITE

[Size Chart](#)



Show Sizes +

PERSONALIZE IT

Start personalizing by selecting the images below. You'll be able to pick the sizes in the rostering step of the checkout process. For personalized product, a minimum of 6 units per style is required.

FRONT



BACK



BREATHABLE, TOUGH AND STREAMLINED.

The Nike Vapor Flag Football Jersey (Stock) matches comfort with game-ready performance. It's tailored design minimizes grab points, while 4-way stretch lets the jersey move with you. Breathable fabric features mesh panels to help vent out excess heat and moisture.

- Nike Dri-FIT technology helps you stay dry, comfortable and focused.
- Stretch fabric features mesh panels to help boost ventilation.
- Woven shoulder panels for added durability.
- Designed for tuck-in rules with a streamlined shape to minimize grab points.
- Features iconic Nike Football design DNA, including the chevron and shoulder stripes.

85% polyester 15% elastane

[CONTACT A DEALER](#)

[ADD TO LOCKER](#)

[ADD TO CART](#)

SHARE      

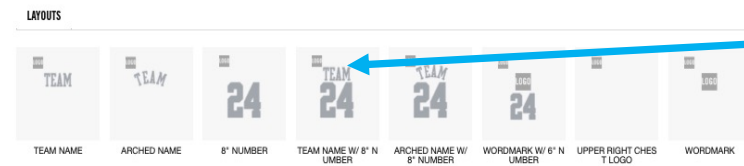
1. Select Color

2. Select Personalize It (Front & Back)

- If you chose to Use NikeTeam.com for printing

3. Select Add To Cart

If No Artwork Skip
to Slide 11



1. Select Layout Option
2. Customize Options for Each
3. Click Apply/Add to Cart

LAYOUTS TEAM PLAYER NUMBER ARTWORK

TEAM NAME
TEAM






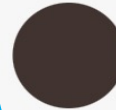






FONT
NARROW FULL BLOCK
Max Characters Allowed: 9

FILL COLOR
Blue Grey

OUTLINE COLOR
No Color

Terms & Conditions

FILL COLOR

 Black	 White	 Blue Grey
 Anthracite	 Dark Steel Grey	 Team Brown
 Team Dark Green	 Team Kelly Green	 Army Blue
		

CANCEL APPLY

FRONT DESIGN





1. Click on Add Sizes & Player Info.

2. Enter Qty by Size
• Click Save

3. If you Chose Personalization Enter Player #s by Size
• Click Save

4. Click Checkout



Summary

- Have Principal Complete Acknowledgement Form
<https://www.surveymonkey.com/r/FFGrant>
- Receive Code from CIF to use on [NikeTeam.com](https://www.niketeam.com) to complete order
- Login/Register on NikeTeam.com
- Place order for uniforms using \$1,000 grant code (provided by CIF)
- Place order for additional uniforms over the \$1,000 grant amount
- Send proof of purchase (for the \$1,000 grant order) to cfahey@cifstate.org
by May 31, 2024



WOMEN'S NIKE STOCK VAPOR FLAG JERSEY (STANDARD FIT)
Style # CU9979-009

TOTAL QTY **21**

EDIT SIZES QTY & PLAYER INFO + PRODUCT INFO + PRICE DETAILS

ESTIMATED ARRIVAL DATE
May 13, 2024

DELETE

SHARE + CHECKOUT

TOTALS
\$882.00 1 Item(s)

SHARE + CHECKOUT

TOTALS
\$882.00 1 Item(s)

1. Make sure Cart is \$1,000 or less
(to avoid \$250 penalty, plus overage)

2. Click on Check Out

3. Complete Information

- School Name
- School/Team Type (High School)
- City of School
- Phone #
- Shipping C/o Name
- Shipping Address

4. Click on Submit Order

You will receive a confirmation
Email of the order

5. Place Additional Order for
remaining Uniform Needs

- Niketeam.com. BSN, Etc.

REDEEM COUPON - ASDTCA49B9DU Exp 12/31/2024 Remaining Balance: \$18,118.00

PLEASE CONFIRM ADDITIONAL INFORMATION

EMAIL
cfahey@clifstate.org

ADD EMAIL ADDRESS +

SCHOOL/TEAM NAME

SCHOOL/TEAM TYPE
Select...

CITY OF SCHOOL/TEAM

STATE OF SCHOOL/TEAM
Select...

PHONE NUMBER

SHIPPING INFORMATION

NAME

ADDRESS LINE 1

ADDRESS LINE 2

ADDITIONAL INFORMATION

CITY

STATE
Select a state

ZIP CODE

COUNTRY
United States

RETURN TO CART

ORDER TOTAL **\$882.00**

SUBMIT ORDER



Keishia Brushwyler <kbrushwyler@pylUSD.org>

Fwd: CIF/Nike Flag Football Grant

Keri Walters <kwalters@pylUSD.org>
To: Keishia Brushwyler <kbrushwyler@pylUSD.org>

Fri, May 24, 2024 at 1:25 PM

this is the email notifying me that we were chosen.....

----- Forwarded message -----

From: **Chris Fahey** <cfahey@cifstate.org>
Date: Mon, May 6, 2024 at 11:06 AM
Subject: CIF/Nike Flag Football Grant
To: Chris Fahey <cfahey@cifstate.org>
Cc: Mikew@cifss.org <mikew@cifss.org>

Athletic Director-

Congratulations, your school was selected to receive a \$1,000 Nike Flag Football Uniform Grant, to help off-set the cost of uniforms for your schools Fall 2024 season. **To be eligible to receive these funds, you (Athletic Director) must attend one (1) of the below scheduled Zoom Meetings next week.** Please click on the meeting registration link below for the meeting you wish to attend.

May 14th Meeting (3:30 -4:30 PM)

https://us06web.zoom.us/join/9tZUqdu6orz0rHNyf9KxEIDLG_sQqxhjuHzYu

May 15th Meeting (8:00 – 9:00 AM)

<https://us06web.zoom.us/join/tZUtceigqz8qEtYhIU0JZzKPQrKvR00kgqcb>

Chris Fahey
Director of Corporate Sponsorships

California Interscholastic Federation
[4658 Duckhorn Drive](#)
Sacramento, CA 95834

Office: (916) 239-4477
Fax: (916) 239-4478
Cell: (916) 599-8277
cfahey@cifstate.org
www.cifstate.org



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--

I promise to Lead Coaches to Teach, Respect, Unite, and Empower our Athletes so they may Thrive in the Future!
T.R.U.E.

Thank You,
Sincerely,

Keri Walters
Women's Athletic Director
Esperanza High School
714)986-7540 ext 13010
kwalters@pylusd.org

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 4, 2024**

DESTRUCTION OF DISTRICT RECORDS

Background

Per Article 2, Sections 16020 through 16030 of Title 5, California Code of Regulations, Class 1-permanent records that have been microfilmed and held for the required legal retention period may be reclassified as Class 3-disposable records. The Class 1-permanent documents recommended for destruction are student records and other documents that meet Title 5 requirements of the California Code of Regulations, have been stored for four years, and have been scanned and saved electronically as a permanent record. Upon Board approval, the recommended records are annually processed for destruction. The responsible administrators have signed the Destruction Eligibility Reports.

The reclassification and disposal of Class 3 records must be approved by the Board of Education for destruction.

Financial Impact

No cost to the district

Administrator

Renee Gray, Assistant Superintendent, Student Support Services
Gina Aguilar, Director, Student Services

2024 DESTRUCTION OF RECORDS

BOX #	SITE/DEPT	YEAR	DESCRIPTION
15001	ACCOUNTING	2024	19/20 MONTHLY ATTENDANCE SUMMARY ALL SITES
15003	ACCOUNTING	2024	19/20 MEDI-CAL
15015	ACCOUNTING	2024	20/21 MEDI-CAL
14557	ACCT/ ACCT PAYABLE	2024	9/19/19-9/27/19 checks 223198-223796
14558	ACCT/ACCT PAYABLE	2024	1/10/20-1/6/2020 checks 226594-226890
14559	ACCT/ACCT PAYABLE	2024	8/16/19-8/22/19 checks 222597-222771
14560	ACCT/ ACCT PAYABLE	2024	12/11/2019-12/20/19 checks 225925-226240
14561	ACCT/ACCT PAYABLE	2024	3/9/2020-3/16/20 checks 228196-118464
14562	ACCT/ACCT PAYABLE	2024	6/12/20-6/18/20 checks 229428-229738
14563	ACCT/ACCT PAYABLE	2024	1/7/2020-1/29/2020 checks 226842-227156
14564	ACCT/ACCT PAYABLE	2024	11/27/2019-12/9/19 checks 225687-225906
14565	ACCT/ ACCT PAYABLE	2024	4/13/20-4/30/20 checks 228711-229032
14566	ACCT/ACCT PAYABLE	2024	5/1/20-5/29/20 checks 229034-229424
14567	ACCT/ACCT PAYABLE	2024	9/25/19-10/2/19 checks 223636-223899
14568	ACCT/ ACCT PAYABLE	2024	10/2/2019-10/8/2019 checks 223900-224129
14569	ACCT/ACCT PAYABLE	2024	2/27/2020-3/6/2020 checks 227707-228191
14570	ACCT/ACCT PAYABLE	2024	10/15/19-10/24/19 checks 224346-224604
14571	ACCT/ ACCT PAYABLE	2024	9/12/19-9/24/19 checks 223249-223635
14572	ACCT/ACCT PAYABLE	2024	10/24/2019-10/30/2019 checks 224605-224890
14573	ACCT/ACCT PAYABLE	2024	11/4/2019-11/8/2019 checks 224891-225154
14574	ACCT/ ACCT PAYABLE	2024	10/8/2019-10/15/2019 checks 224130-224345
14575	ACCT/ACCT PAYABLE	2024	8/23/19-8/30/19 checks 222836-222970
14576	ACCT/ACCT PAYABLE	2024	12/23/2019 1/8/2020 checks 226266-226584
14577	ACCT/ ACCT PAYABLE	2024	11/8/2019-11/19/2019 checks 225155-225399
14578	ACCT/ACCT PAYABLE	2024	1/30/2020-2/7/2020 checks 227159-227431
14579	ACCT/ACCT PAYABLE	2024	2/11/20-2/26/2020 checks 227451-227905
14580	ACCT/ ACCT PAYABLE	2024	11/20/2019-11/26/2019 checks 225400-225678
14581	ACCT/ACCT PAYABLE	2024	9/3/2019-9/6/2019 checks 223027-223181
14582	ACCT/ACCT PAYABLE	2024	8/1/2019-8/15/2019 checks 222299-222615
14583	ACCT/ ACCT PAYABLE	2024	3/17/2020-4/10/2020 checks 228468-228707
584	ACCT/ACCT PAYABLE	2024	6/19/2020-6/23/2020 checks 229752-229830
585	ACCT/ACCT PAYABLE	2024	7/5/2019-7/31/19 checks 221863-222298
414	EL CAMINO	2024	2019 GRAD CUMS A-C

2024 DESTRUCTION OF RECORDS

BOX #	SITE/DEPT	YEAR	DESCRIPTION
13415	EL CAMINO	2024	2019 GRAD CUMS C-J
13416	EL CAMINO	2024	2019 GRAD CUMS J-Z
14033	EL DORADO	2024	2019 GRAD CUMS A
14034	EL DORADO	2024	2019 GRAD CUM B
14035	EL DORADO	2024	2019 GRAD CUMS CA-CO
14036	EL DORADO	2024	2019 GRAD CUM CR-EP
14037	EL DORADO	2024	2019 GRAD CUM ES-GU
14038	EL DORADO	2024	2019 GRAD CUM H-I
14039	EL DORADO	2024	2019 GRAD CUMS J-LE
14040	EL DORADO	2024	2019 GRAD CUM LI-MU
14041	EL DORADO	2024	2019 GRAD CUMS N-RAMI
14042	EL DORADO	2024	2019 GRAD CUM RAMI-RUS
14043	EL DORADO	2024	2019 GRAD CUMS S
14044	EL DORADO	2024	2019 GRAD CUM T-Z
14059	ESPERANZA	2024	2019 GRAD CUMS: A-B
14060	ESPERANZA	2024	2019 GRAD CUMS: C-D
14061	ESPERANZA	2024	2019 GRAD CUMS: E-F
14062	ESPERANZA	2024	2019 GRAD CUMS: G
14063	ESPERANZA	2024	2019 GRAD CUMS: H-O
14064	ESPERANZA	2024	2019 GRAD CUMS: P-R
14065	ESPERANZA	2024	2019 GRAD CUMS: S-VA
14066	ESPERANZA	2024	2019 GRAD CUMS: VE-Z
14135	B RANCH CC	2024	2016-17 REGISTRATION, EMPLOYEE TIME CARDS, EXCEPTIONS. SHEETS, DEPOSITS, BUDGET FORMS
13432	BROOKHAVEN CC	2024	2015-17 STUDENT FILES A-Z, SPRING CAMP APRIL 2017
13433	BROOKHAVEN CC	2024	2015-17 STUDENT SIGN IN/ OUT
14058	BROOKHAVEN CC	2024	2016 EMPLOYEE FILES NO LONGER EMPLOYED
13864	EXP LEARN	2024	2017 HS SPORTS CAMP, NOE'S, LUMP SUM/PAYROLL/PO'S/STAFFING ALL SCHOOLS
13865	EXP LEARN	2024	2017 HS SPORTS CAMP CONTRACTS, CREDIT CARD TRANSACTIONS
13866	EXP LEARN	2024	2015-16 DEPOSIT SLIPS, FUNDED & RETURNED CHECKS, DEPOSIT & SP ED LOG
13867	EXP LEARN	2024	2016 CHILD CARE FEB-JUNE & SUMMER DEPOSIT
989	EXP LEARN	2024	2016-17 JOB POSTINGS, EMAIL INVOICE, NUTRITION SERVICES INVOICE
990	EXP LEARN	2024	2016-17 WORK ORDERS & PO'S
991	EXP LEARN	2024	2016-17 TIME EXCEPTIONS & SUB BOOKS

2024 DESTRUCTION OF RECORDS

BOX #	SITE/DEPT	YEAR	DESCRIPTION
13992	EXP LEARN	2024	2016-17 SUB BOOKS
13993	EXP LEARN	2024	2016-17 SIGN IN & TIME REPORTS
13994	EXP LEARN	2024	2016-17 SIGN IN SHEET & TIME REPORTS
13953	FAIRMONT CC	2024	2015-16 STUDENT EMERG. CARDS. 2016-17 BUDGET, ACCOUNTING
13954	FAIRMONT CC	2024	2016-17 STUDENT FILES
13751	GLENKNOLL CC	2024	2016-17 OUCH,AFTER 6,MONTHLY FEES,OFFICE ABSENT,STAFF SIGN IN SEPT-JUNE,
14024	GLENVIEW CC	2024	2015-16 OFFICE RECORDS, ATTENDANCE, ACCOUNTING, STUDENT BREAKS, ATT SHEETS, ALL STAFF INFO,MESSAGE BOOK,TIME EXCEPT
13752	GLENKNOLL CC	2024	2016-17 CONTRACTS, YELLOW CARD, AGING REPORTS, DEPOSITS
13440	GLENVIEW CC	2024	2016-17 STAFFS/ISO AUG-JUN,NON STU.&EXTRA DAY SIGN UP,STUDENT FILES,PARENT SIGN IN,WKLY ATT,OUCH,YELLOW CARDS,RECEIPT BK,PO'S,FUNDED
14024	GLENVIEW CC	2024	2015-16 OFFICE RECORDS ATTENDANCE, ACCOUNTING, STUDENT BREAKS,FUNDED,EXTRA DAY SIGN UP,SIGN IN/OUT FALL WINTER SPRING
14025	GLENVIEW CC	2024	2015-16 STUDENT/STAFF FILES,DEPOSITS,YELLOW CARDS,MONTHLY REPORTS,INCOME AFTER 6:00,SUB FILES.HW CONTRACTS
13585	GOLDEN CC	2024	2016-17 ATT, HOLIDAY ATT
13584	GOLDEN CC	2024	2016-17 YELLOW CARDS, CHILDREN FILES
13586	GOLDEN CC	2024	2016-17 STAFF SIGN IN/OUT, BUDGET, DEPOSIT RECORDS
13501	LAKEVIEW CC	2024	2016-17 ATT.,YELLOW CARDS,DEPOSITS RE-REQ,JUNE 10TH,MASTER, LOTTERY,PINS, MSG BOOKS
13502	LAKEVIEW CC	2024	2016-17 STUDENT & STAFF FILES, SUB INFO, TIME SHEETS, BUDGET,H.W.CONTRACTS,LEAD MTG INFO
13882	LINDA VISTA CC	2024	2016-17 ROLL CALL STAFF FILES,DAILY TIME CLOCK SIGN IN/OUT & EMERGENCY,DEPOSIT,STUDENT SIGN IN,FUNDED FILES
13883	LVISTA CC	2024	2016-17 STUDENT FILES
13664	MORSE CC	2024	2016-17 CHILDREN'S STUFF
13581	RIO VISTA CC	2024	2012-13 PARENT SIGN IN, 2016-17 DEPOSIT SHEETS, CHILDREN FILES, EMPLOYEE FILES, 2014-17 BUDGET
13439	ROSE CC	2024	2010- CC RECORDS
13856	TRAVIS CC	2024	7/2016-6/2017 CHILDREN FILES A-L
13857	TRAVIS CC	2024	7/2016-6/2-17 CHILDREN FILES M-Z, DEPOSITS , STAFF INFO
13858	TRAVIS CC	2024	7/2016-6/2017 SIGN IN, ABSENT LIST,ROLL SHEETS, NOTES
13859	TRAVIS CC	2024	6/2017-9/2017 SUMMER
13503	TYNES CC	2024	2016-17 STUDENT FILES,SIGN IN/OUT,DEPOSIT SLIPS FOR 16-17 CABINET,FALL INTEREST FORMS
13537	VAN BUREN CC	2024	2016-17 STAFF SHEETS, YELLOW, DEPOSIT SLIPS, RECEIPTS, CONTRACTS
14017	WOODSBORO CC	2024	2016-17 STUDENT & STAFF SIGN IN & OUT
14021	WOODSBORO CC	2024	2016-17 CHILDREN FILES YELLOW & BLUE CARDS
14022	WOODSBORO CC	2024	2016-17 SCHOOL YEAR
942	FAIRMONT	2024	2019-20 ATTENDANCE
944	FAIRMONT	2024	2018-20 INDEP STUDY/FIELD TRIP
097	HEALTH CLINIC RUBY	2024	2018-19 SCHOOL READINESS RECORDS RUBY RM 601

2024 DESTRUCTION OF RECORDS

BOX #	SITE/DEPT	YEAR	DESCRIPTION
12900	HEALTH CLINIC TOPAZ	2024	ST JUDES HEALTH RECORDS DOB 1998
14603	HR	2024	CLASSIFIED SUB POSTINGS,INTERVIEW FILES,SUMMER 2019-20
14602	HR	2024	SUMMER CLASSIFIED POSTINGS
14601	HR	2024	CERT. INTERVIEW FILES
14785	HR	2024	CERT.A-G SCANNED DOC
14786	HR	2024	CERT H-P SCANNED DOC
14787	HR	2024	CERT Q-Z SCANNED DOC
14789	HR	2024	CERT INTERVIEW FILES 2020 - 2022
14790	HR	2024	CERT INTERVIEW FILES JULY 2019 - JULY 2020 (SOME 2017)
14046	HR	2024	RECRUITMENT FILES 19/20-037 TO 10/20-139
14047	HR	2024	RECRUITMENT FILES 19/20-141 TO 10/20-230
14048	HR	2024	HR CLASS. SCANNING 2019-20 SY (UP TO FEB 2020) A THRU D
14049	HR	2024	HR CLASS. SCANNING 2019-20 SY (UP TO FEB 2020) E THRU L
14050	HR	2024	TESTING RESULTS FOR INST AIDE TEST & BILINGUAL TEST
14051	HR	2024	HR CLASS SCANNING M-R 19/20 SY
14052	HR	2024	HR CLASS SCANNING S-Z 19/20 SY
14053	HR	2024	RECRUITMENT FILES 18/19-598-18/19-771 INCL HIRING FAIR 2016,2017,2018
14150	HR	2024	2017-18 INACTIVE CERT SUBS ADAMO-COLLINS
14151	HR	2024	2017-18 INACTIVE CERT. SUB COLLINS-FOX
14152	HR	2024	2017-18 INACTIVE CERT. SUB GABALDEN-KLOS
14153	HR	2024	2017-18 INACTIVE CERT SUB KOUGH-MONTOYA
14154	HR	2024	2017-18 INACTIVE CERT SUB MORALES-RUSSERT
14155	HR	2024	2017-18 INACTIVE CERT SUB SABIA-WANG
14032	LA ENTRADA	2024	2019 GRAD CUMS
15004	M PAINE	2024	2020-21 ATT. RECORDS
14132	PARKVIEW	2024	2019 GRAD CUMS A-Z
14623	SVISTA	2023	2019-20 ATTENDANCE HOLD 2023
7119	SP ED	2024	2006 EXITS
7120	SP ED	2024	2006 EXITS
7131	SP ED	2024	2006 EXITS
132	SP ED	2024	2006 EXITS
133	SP ED	2024	2006 EXITS
146	SP ED	2024	DECEASED

2024 DESTRUCTION OF RECORDS

BOX #	SITE/DEPT	YEAR	DESCRIPTION
6278	SP ED	2024	2003 EXITS
11231	SP ED	2024	EXITS: QUIROZ-SALTARELLI
6852	SP ED	2024	2005 EXITS
6853	SP ED	2024	2005 EXITS
6854	SP ED	2024	2005 EXITS
6856	SP ED	2024	2005 EXITS
7319	SP ED	2024	2006-07 EXITS
12816	SP ED	2024	STENZEL, MICHAEL
12817	SP ED	2024	STENZEL, MICHAEL
12818	SP ED	2024	STENZEL, MICHAEL
7603	SP ED	2024	EXIT: ANDERSON-BUTLER
7567	SP ED	2024	EXITS A-BOLTON
7582	SP ED	2024	EXITS: THOMAS-WALTON
6634	SP ED	2024	2004 MOVES VE-WE
6949	SP ED	2024	PRE-SCHOOL SEARCH AND SERVE EXITED SP ED+ DNQ
9197	SP ED	2024	EXITS - BURROW CASTILLO
9200	SP ED	2024	EXITS KALPAKOFF-LEDSMA
6624	SP ED	2024	2004 MOVES G-GU
15069	TYNES	2023	2019-20 ADMIN FILES RECD AFTER 2023 DESTRUCTION HELD FOR 2024 APPROVAL
15070	TYNES	2024	2020-21 ATT MONTHS 1-5
15071	TYNES	2024	2020-21 ATT MONTHS 6-10
15072	TYNES	2024	2020-21 WRITNG PROMPS
15073	TYNES	2024	2020-21 CLASSIFIED SIGN IN SHEETS
17896	VALADEZ	2024	2017-18 TITLE 1 BUDGET,PO'S-BUDGET, SUPPLEMENTAL BUDGET, GIFT BUDGET
14091	VALENCIA	2024	2019 GRAD CUMS REYES-RUANO
14095	VALENCIA	2024	2019 GRAD CUMS VENEGAS- ZAMBRANO
14096	VALENCIA	2024	2019 GRAD CUMS ZARAGOZA-ZUNIGA
14089	VALENCIA	2024	2019 GRAD CUMS PALMA-PAXTON
14090	VALENCIA	2024	2019 GRAD CUMS PENA-REVELES
14093	VALENCIA	2024	2019 GRAD CUMS SANCHEZ, NANCY-SERNA
094	VALENCIA	2024	2019 GRAD CUMS SHAF-VELAS
092	VALENCIA	2024	2019 GRAD CUMS RUDY-SANCHEZ, BRIANA
077	VALENCIA	2024	2019 GRAD CUMS A-BARA

2024 DESTRUCTION OF RECORDS

BOX #	SITE/DEPT	YEAR	DESCRIPTION
14078	VALENCIA	2024	2019 GRAD CUMS BARAJ-CE
14079	VALENCIA	2024	2019 GRAD CUMS CEJ-CUAD
14080	VALENCIA	2024	2019 GRAD CUMS CUA-ESP
14081	VALENCIA	2024	2019 GRAD CUMS EST-GARCIA J
14082	VALENCIA	2024	2019 GRAD CUMS GARCIA MICH-HERNANDEZ ELY
14083	VALENCIA	2024	2019 GRAD CUMS HERNANDEZ, EMILY-KWAN
14084	VALENCIA	2024	2019 GRAD CUMS LAN-LY
14085	VALENCIA	2024	2019 GRAD CUMS MAC-MARTINEZ
14086	VALENCIA	2024	2019 GRAD CUMS MC CLOSKEY- MC NAIR
14087	VALENCIA	2024	2019 GRAD CUMS MEDINA-MUST
14088	VALENCIA	2024	2019 GRAD CUMS NAVA-OYAMA
14486	WAGNER	2024	2018-19 ATT MONTHLY SUMMARY, REPORTS, DAILY, COUNTS, TARDY SLIPS
14487	WAGNER	2024	2018-19 ATT TARDY LETTERS, ADD-DROPS,INDEP STUDY, TIME EXCEPTIONS
14107	YLHS	2024	2019 GRAD CUMS A-BELL
14108	YLHS	2024	2019 GRAD CUMS BEN-CIANO
14109	YLHS	2024	2019 GRAD CUMS CLARK-COPLAND
14110	YLHS	2024	2019 GRAD CUMS COX-EHLEN
14111	YLHS	2024	2019 GRAD CUMS ELFIKY-HEGRE
14112	YLHS	2024	2019 GRAD CUMS HILTON-ISTER
14113	YLHS	2024	2019 GRAD CUMS JAIMES-LUZZI
14114	YLHS	2024	2019 GRAD CUMS LYONS-MAZUR
14115	YLHS	2024	2019 GRAD CUMS MC CONAGHY-MONTELLANO
14116	YLHS	2024	2019 GRAD CUMS MONT-PANA
14117	YLHS	2024	2019 GRAD CUMS PARKER-RUSSELL
14118	YLHS	2024	2019 GRAD CUMS RYAN-TEMB
14119	YLHS	2024	2019 GRAD CUMS TERRILL-WORKMAN
14120	YLHS	2024	2019 GRAD CUMS WORLEY-ZURO
14500	YLHS	2024	2019-20 ATT A-B
14501	YLHS	2024	2019-20 ATT C-E
14502	YLHS	2024	2019-20 ATT F-HI
503	YLHS	2024	2019-20 ATT HO-LEW
504	YLHS	2024	2019-20 ATT LI-M
505	YLHS	2024	2019-20 ATT N-ROC

2024 DESTRUCTION OF RECORDS

BOX #	SITE/DEPT	YEAR	DESCRIPTION
14506	YLHS	2024	2019-20 ATT ROD-S
14507	YLHS	2024	2019-20 ATT T-Z
14508	YLHS	2024	2019-20 ATT MONTHLY REPORTS 1-5
14509	YLHS	2024	2019-20 ATT MONTHLY REPORTS 6-7/INDEP STUDY/WARM BODY COUNT/LUNCH PASS
14510	YLHS	2024	2019-20 ATT MONTHLY 1-10/SUSP/DETENTION/SAT SCHOOL/HOMEWORK REQUEST
14860	YLHS	2024	2020-21 ATT STUDENT FILES A-F
14861	YLHS	2024	2020-21 ATT STUDENT FILES G-L
14862	YLHS	2024	2020-21 ATT STUDENT FILES M-SLO
14863	YLHS	2024	2020-21 ATT STUDENT FILES SM-Z SPORTS ROSTERS/RELEASE/LUNCH PASSES
14864	YLHS	2024	2020-21 ATT MONTH REPORTS 1-8
14865	YLHS	2024	2020-21 ATT MONTH REPORTS 9-10/ LUNCH RELEASE EMAILS, SART REPORTS
13931	YLMS	2024	2016-17 RECEIPTS, BANK STATEMENTS, NSF
14855	YLMS	2024	2020-21 ATT MONTHS 1-8
14856	YLMS	2024	2020-21 ATT MONTHS 9-10, IND. STUDY AGREEMENTS, Q1-Q4 PE ACTIVITY LOGS

PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
Board of Education Regular Meeting
June 4, 2024

**UNIVERSITY OF MASSACHUSETTS GLOBAL, CLINICAL PRACTICE AGREEMENT, JUNE 5, 2024
TO JUNE 5, 2027**

Background

The Placentia-Yorba Linda Unified School District and the University of Massachusetts Global would like to enter into a partnership in placing clinical practice students. The supervised practicum and/or fieldwork in the subject areas of teacher education, school counseling, and school psychology.

Providing future interns and credential candidates an opportunity to participate in the fieldwork experience helps to assure that they are adequately trained and possess the necessary skills to be competent employees. All students are carefully screened by the University to assure that they are fully qualified prior to placement in the classroom.

Participation by our district with the University of Massachusetts Global in the placement of students assists us in the recruitment of future teachers and administrators.

Financial Impact

\$200 paid to cooperating teacher

Administrator

Dr. Issaic Gates, Deputy Superintendent



TRADITIONAL CLINICAL PRACTICE AGREEMENT

Please check below all the applicable supervised practicum and/or fieldwork in which in your District will be participating with University of Massachusetts Global.

TEACHER EDUCATION	<input checked="" type="checkbox"/>	SCHOOL PSYCHOLOGY	<input checked="" type="checkbox"/>
SCHOOL COUNSELING	<input checked="" type="checkbox"/>	EDUCATION ADMINISTRATION	<input type="checkbox"/>
EARLY CHILDHOOD EDUCATION			<input type="checkbox"/>

THIS AGREEMENT is made and entered into by and between University of Massachusetts Global hereinafter called the "UNIVERSITY," and the Placentia-Yorba Linda Unified School District, hereinafter called "FIELDWORK SITE."

I. RESPONSIBILITIES OF THE UNIVERSITY

- A. The UNIVERSITY will assure that the student shall have completed the necessary educational prerequisites, to be eligible for supervised fieldwork including proof of negative TB test current within one year of supervised fieldwork and issuance of certificate of clearance.
- B. The UNIVERSITY shall designate a faculty or staff member to coordinate, consult, and collaborate with the classroom teacher or district designee of the FIELDWORK SITE, the activities of each student assigned to FIELDWORK SITE and student fieldwork experience.
- C. The UNIVERSITY may provide monetary compensation for services rendered by the FIELDWORK SITE in an amount not to exceed the actual cost of the services rendered by the FIELDWORK SITE per Appendix A.

II. RESPONSIBILITIES OF THE FIELDWORK SITE

- A. The FIELDWORK SITE shall provide students with experiences with a student population that is diverse in terms of ethnicity, culture, language, socio-economics and/or special needs.
- B. The FIELDWORK SITE staff will promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, take prompt and effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.
- C. The FIELDWORK SITE staff will provide, upon request by any participating student, such reasonable accommodations at the FIELDWORK SITE as required by law in order to allow qualified disabled students to participate in the program.

- D. To provide for emergency health care of the student in case of accident at the expense of the student.
- E. To provide all participating students with a copy of the FIELDWORK SITE'S rules, regulations, policies, and procedures with which the students are expected to comply and notify the UNIVERSITY of any change in its personnel, operation, or policies which may affect the field education experience.
- F. Comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.
- G. The FIELDWORK SITE staff shall comply with APPENDIX B regarding the FIELDWORK SITE'S supervision of UNIVERSITY students.

III. THE PARTIES MUTUALLY AGREE

- A. The FIELDWORK SITE shall provide field experiences in such schools or classes of the FIELDWORK SITE and under the direct supervision and instruction of such employees of the FIELDWORK SITE, as specified by the duly authorized representatives of the FIELDWORK SITE and the UNIVERSITY.
- B. The FIELDWORK SITE may, for good cause, refuse to accept for field experiences, or terminate the field experience assignment of any student of the UNIVERSITY assigned to the FIELDWORK SITE in writing. Prior to removal of a student, the FIELDWORK SITE shall consult with the UNIVERSITY about its concerns and proposed course of action. The UNIVERSITY may terminate the field experience assignment or student teaching assignment of any student of the UNIVERSITY at the FIELDWORK SITE at any time, and may do so if the FIELDWORK SITE so requests in writing with a statement of reasons why the FIELDWORK SITE desires to have the student withdrawn.
- C. Neither party shall discriminate in the assignment of students on the basis of race, color, disability, sex, religion, national origin, ancestry, sexual orientation, or any other basis prohibited by law.
- D. The UNIVERSITY agrees to indemnify, hold harmless, and defend the FIELDWORK SITE, its agents, and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the FIELDWORK SITE because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its agents, employees, or students.
- E. The FIELDWORK SITE agrees to indemnify, hold harmless, and at the UNIVERSITY'S request, defend the UNIVERSITY, its agencies and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the UNIVERSITY because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement, and due or claimed to be due to the negligence of the FIELDWORK SITE, its agents, or employees.
- F. The parties agree that the students are considered learners who are fulfilling specific requirements for field experiences as part of a degree and/or credential requirement. Therefore, regardless of the nature or extent of the acts performed by them, students are not to be considered employees or agents of either the UNIVERSITY or the FIELDWORK SITE for any purpose including Workers' Compensation or any other employee benefit programs. The students shall not be entitled to any monetary remuneration for services performed by them in the course of their training.
- G. The parties mutually agree each shall provide and maintain commercial general liability

insurance or self-insurance acceptable to both parties in the minimum amounts of \$1,000,000 per occurrence, \$3,000,000 general aggregate and upon request shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Agreement. Each Certificate of Insurance shall specify that should any above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

- H. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
- I. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- J. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

FIELDWORK SITE CONTACT INFORMATION:

Placentia-Yorba Linda Unified School District
1301 Orangethorpe Avenue
Placentia, CA 92870
Attn: Adriana Gjersvold
Phone: (714) 985-8413

UNIVERSITY CONTACT INFORMATION:

University of Massachusetts Global
65 Enterprise, Suite 150
Aliso Viejo, CA 92656
Attn: School of Education, Dean
Email: soecontracts@umassglobal.edu

- K. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- L. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.
- M. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.
- N. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.

IV. TERM AND TERMINATION OF AGREEMENT

- A. THE TERM of this Agreement shall be effective 06/05/2024 and shall continue in full force and effect through 06/05/2027. This Agreement may be renewed for one (1) additional term of the contract by mutual written consent of the parties.
- B. THIS AGREEMENT may be terminated by either the UNIVERSITY or the FIELDWORK SITE with

or without cause upon thirty (30) days written notice provided that (subject to the other terms of this Agreement) all students performing fieldwork at the time of notice of termination are given the opportunity to complete their fieldwork at the Fieldwork Site.

SIGNATURES:

FIELDWORK SITE: Signature: _____
Name: _____
Title: _____
Date: _____

UNIVERSITY: Signature: _____
Name: Dr. David Andrews
Title: Chancellor & CEO
Date: _____

Appendix A
Payment for Cooperating Teachers for Teacher Education Fieldwork Only

I. SPECIAL PROVISIONS – RATES and PAYMENTS

- (a) \$ 200 Cooperating Teacher stipend per eight (8) week session of full-time student teaching consisting of three to six (3-6) units for Multiple and Single Subject Credential candidates.
- (b) \$ 200 Cooperating Teacher stipend per eight (8) week session of full-time student teaching consisting of three to six (3-6) units for Education Specialist Instruction Credential (Special Education) candidates.

METHOD OF PAYMENT: Stipend is to be paid directly to the Cooperating Teacher.

In the event the assignment of a UNIVERSITY student is terminated by the UNIVERSITY and/or the FIELDWORK SITE for any reason after the student has been in student teaching and has been at the assignment for a minimum of two weeks, COOPERATING TEACHER shall receive payment for one assignment on account of each student as though there had been no termination of the assignment. Said payment is to exceed no more than six (6) units per session of terminated assignment. In the event the field experience of a UNIVERSITY student is terminated by the UNIVERSITY and/or the COOPERATING TEACHER for any reason after the student has been in the field experience for a minimum of two weeks, COOPERATING TEACHER shall receive payment for one assignment on account of each student as though there had been no termination of the assignment.

Within thirty (30) days following the close of each session or academic session of the UNIVERSITY, the COOPERATING TEACHER shall submit an invoice and I-9 form as provided and signed to them by the UNIVERSITY, to the UNIVERSITY for payment at the rate provided therein for all field experiences provided by the FIELDWORK SITE under and in accordance with this agreement during said session. This process may be altered according to individual districts procedures as to the manner in which the invoicing will proceed so long as the parties mutually agree to such alteration in advance.

Payment for Supervisors at Fieldwork Site for Early Childhood Education
Fieldwork Only

I. SPECIAL PROVISIONS – RATES and PAYMENTS

- (a) \$ for the supervising professional stipend per eight (8) week session of observation. Requires a total of 60 supervised contact hours for the student

METHOD OF PAYMENT: Stipend is to be paid directly to the supervisor professional at Fieldwork Site.

In the event the assignment of a UNIVERSITY student is terminated by the UNIVERSITY and/or the FIELDWORK SITE for any reason after the student has been at the assignment for a minimum of two weeks, Supervisor at the FIELDWORK SITE shall receive payment for one assignment on account of each student as though there had been no termination of the assignment.

At the end of the practicum session of the UNIVERSITY, the supervisor professional at the FIELDWORK SITE shall submit an invoice, by email, to the UNIVERSITY for payment at the rate provided therein for all field experiences provided by the FIELDWORK SITE under and in accordance with this agreement during said session.

Appendix B

Specific Supervision Requirements for Each Program

Teacher Education Fieldwork:

- A. "Field Experience" as used herein and elsewhere in this agreement means active participation in the duties and function of classroom under the direct supervision and instruction of employees of the FIELDWORK SITE who hold valid clear teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the field experience is provided, and have completed a minimum of three years successful teaching experience. "Student Teaching" is used herein and elsewhere in this agreement means participation in the duties and function of classroom teaching under the direct supervision and instruction of employees of the FIELDWORK SITE who hold valid, teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the student teaching experience is provided, and have completed a minimum of three years successful teaching experience.
- B. The UNIVERSITY'S Teacher Education Policy provides that student teachers without emergency or substitute permits may not be asked by the school districts to serve and be paid for substitute teaching as, under California law, student teachers are not certificated personnel and as they require full-time supervision. Those holding substitute or emergency permits may substitute for their Cooperating Teacher only (a maximum of four (4) days only): when s/he is ill; when it is determined by the principal that this is in the best interest of the students in the classroom as well as the candidate; after the first four weeks of the first assignment; and/or when the candidate is paid.
- C. "Session of Student Teaching," for Multiple Subject and Single Subject Credential candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of eight (8) weeks for elementary credential candidates (for this, the elementary credential candidate receives three to six (3-6) session units of practice teaching credit), and three periods a day for five (5) days a week for a minimum of eight (8) weeks for secondary credential candidates (for this, the secondary credential candidate receives three to six (3-6) session units of practice teaching credit).
- D. "Session of Student Teaching," for Education Specialist Instruction Credential (Special Education) candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of eight (8) weeks for elementary credential candidates (for this, the elementary credential candidate receives three to six (3-6) session units of practice teaching credit), and three periods a day for five (5) days a week for a minimum of eight (8) weeks for secondary credential candidates (for this, the secondary credential candidate receives three to six (3-6) session units of practice teaching credit).
- E. An assignment of a Multiple Subject and Single Subject Credential candidate of the UNIVERSITY to student teaching in classes of schools of the FIELDWORK SITE shall be for a two eight (8) week session as mutually agreed between the UNIVERSITY and FIELDWORK SITE.
- F. An assignment of an Education Specialist Instruction Credential (Special Education) candidate of the UNIVERSITY to student teaching in classes of schools of the FIELDWORK SITE shall be for a single eight (8) week session as mutually agreed between the UNIVERSITY and FIELDWORK SITE.
- G. The assignment of a UNIVERSITY student to field experiences and student teaching at FIELDWORK SITE shall be deemed to be effective for the purposes of this agreement as of the date the student presents to the proper FIELDWORK SITE officials the assignment papers or

other documents provided by the UNIVERSITY effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

- H. School Site-employed supervisors for multiple and single subject candidates must complete an orientation to the program's expectations to be knowledgeable regarding program curriculum and assessments, including the TPEs and the California Teaching Performance Assessment (CAL TPA). School Site employed supervisors are required to complete a minimum of 10 hours of initial orientation provided through University of Massachusetts Global on the program curriculum, effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices, program curriculum and assessments, including the TPEs and the CAL TPA. The program ensures that district employed supervisors remain current in the knowledge and skills for candidate supervision and program expectations. Eight hours of the ten-hour orientation may be met via experience and professional development pertaining to cognitive coaching, adult learning theory, instructional practices, and inclusion. Two hours of the ten-hour orientation are specific to University of Massachusetts Global and take place via the shared candidate supervision process.
- I. School Site with Student Teachers must have a fully qualified administrator.
- J. University may request use of video capture (GoReact) for candidate reflection and CAL TPA completion to reflect to the extent possible Student Teacher's knowledge, skills, and abilities to instruct TK-12 students while meeting state-adopted academic standards for their program. School Site shall inform Credential Student Teachers of video recording policies in place for the CAL TPA video capture requirement. If the site does not have a video request form or permission slip a generic form is available to the candidate via the CTC webpage.
- K. The UNIVERSITY shall complete formal observations and/or evaluations of the student approximately every 3 weeks regarding his/her performance at the FIELDWORK SITE. This may be conducted in person or via secure video (GoReact).

School Counseling Fieldwork:

- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school counselor with at least two years of professional experience.
- B. The program assigns qualified supervisors and provides training based on the program's design.

Qualifications for supervisors must include, but are not limited to:

- a. Possession of a PPS School Counselor credential and a minimum of two years PPS experience as appropriate to the candidate's fieldwork setting.
- b. The University will provide materials for supervisors on training in models of supervision, the SCPEs, and program fieldwork requirements share responsibility for the quality of field experience, design of field experiences, quality of clinical progress, and assessment and verification of candidate competence.

Candidates are required to:

- c. Complete a minimum of eight hundred (800) clock hours in two of three school levels such as elementary, middle, high school with a minimum of two hundred (200) clock hours within each level. Two hundred (200) hours of the eight hundred (800) clock hours may be completed in other areas related to schools and/or counseling, such as field work hours needed for a Child Welfare and Attendance (CWA) authorization.
- d. Meet with their supervisor for one (1) hour of individual or one-and-one-half (1.5) hours of small group (limit 8 candidates per group) supervision per week. 600 clock hours are required in a public Pre-K-12 school, must be supervised by a professional who holds a valid PPS credential and is always also accessible to the candidate while the candidate is accruing fieldwork hours.

C. University Supervision Requirements include:

- e. One-and-one-half (1.5) hours per week of group supervision provided on a regular schedule throughout the field experience, usually performed by a program faculty member.
 - f. The program provides preparation and continuing education for field experience supervisors on program requirements, models of supervision, and the SCPEs, in collaboration with site supervisors. Site Supervisors share responsibility for the quality of field experience, design of field experiences, quality of clinical progress, and assessment and verification of candidate competence.
- D. Provide opportunities for students to gain a broad range of experiences, including experiences in:
- a. Personal and career assessments
 - b. Personal counseling experience in either an individual or group context
 - c. Experience in School-based programs serving parents and family members
 - d. Observing classroom instruction
 - e. Attending district and school-based meetings
 - f. Mapping school-based community resources
 - g. The candidate is to perform, under supervision, the functions of school counselors in school counseling domains.
 - h. Participating in professional development activities.
 - i. Participating in individual or group supervision.
 - j. Learning about and using technology and information systems.
 - k. Learning about Individual differences and student diversity.
- E. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including, (a) elementary, middle school or junior high, and (b) high school.
- F. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school counselor who has at least two years' experience in school counseling to serve as the primary supervisor. The candidate may also work with other experienced school counselors for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two candidates.
- G. The FIELDWORK SITE shall ensure that the candidate receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- H. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.
- I. The FIELDWORK SITE shall ensure that the candidate will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the candidate is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to

attend professional development experiences or professional association meetings.

Specific Supervision Requirements School Psychology Fieldwork:

There are two required levels of field based activities. The first level, practicum, consists of a series of supervised experiences that occur prior to the culminating field experience or internship, and is conducted in field-based settings. The practicum provides for the application of pedagogical knowledge, skills and abilities as identified in the SPPEs.

A minimum of 450 clock hours of practicum is required according to the following standards and guidelines:

1. A minimum of three hundred (300) clock hours in a preschool to grade 12 school setting providing direct and indirect pupil services.
 2. Up to 150 hours of experience may be offered through on-campus agencies (for example, child study center, psychology clinic, relevant educational research or evaluation activities), or community agencies (for example, private schools, community mental health centers).
-
- J. Provide an average of two (2) hours of individual or small group supervision per week from an experienced school psychologist.
 - K. Assigned practicum supervisors must meet the following qualifications for practicum/fieldwork supervisors must include but are not limited to:
 - Minimum of 3 years of experience as professional in the field
 - Possession of a PPS School Psychology Credential
 - Knowledge of context and content appropriate to the practicum experience. A field-based professional holding a current and valid credential authorizing service as a school psychologist provides direct culminating fieldwork or internship supervision.
 - L. Provide experiences with a diverse student population.
 - M. Provide experiences with a variety of educational programs.
 - N. A minimum of twelve hundred (1,200) clock hours of field experience is required as part of the culminating fieldwork or internship according to the following guidelines:
 - i. The culminating field experience or internship is typically completed within one (1) academic year but shall be completed within no more than two (2) consecutive academic years.
 - ii. The culminating field experience or internship must include a minimum of one thousand (1000) clock hours in a preschool –grade 12 school setting providing direct and indirect services to pupils.
 - iii. Up to two hundred (200) hours of field experience may be acquired in other settings such as (a) private, state-approved educational programs; (b) other appropriate mental health-related program settings involved in the education of pupils; (c) relevant educational research or evaluation activities. Supervision and principal responsibility for the field experience in other settings is the responsibility of the off-campus agency.
 - iv. A written plan for the culminating field (or intern) experience is prepared and agreed upon by representatives of the local educational agency, the field (or intern) supervisor(s), and program supervisory staff. The field experience plan is completed early in the field experience and is periodically reviewed and revised by the University Supervisor along with input from the site supervisor. The plan identifies the field experience objectives, describes appropriate experiences for the achievement of the objectives across settings, and outlines the evaluation plan for determining the achievement of each objective. The plan also delineates the responsibilities of both the university and the local supervisory personnel.

O. Provide opportunities for candidates to gain a broad range of experiences, including experiences in:

- a. Data based decision making: Assessing and reevaluating individual pupils and their programs.
- b. Collaboration and consultation with school personnel and participation on interdisciplinary teams.
- c. Developing, implementing and evaluating academic and behavioral interventions.
- d. Providing counseling and other mental health interventions.
- e. Home, school, community collaboration: working with parents and community members.
- f. Learning about, helping develop, or evaluating policy, practices and programs.
- g. Participating in professional development activities.
- h. Participating in individual or group supervision.
- i. Learning about and using technology and information systems.

P. Learning about Individual differences and student diversity.

Q. The University will provide materials for supervisors on training in models of supervision, the SPPEs, and program fieldwork requirements share responsibility for the quality of field experience, design of field experiences, quality of clinical progress, and assessment and verification of candidate competence.

R. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including (a) preschool, (b) elementary, (c) middle school or junior high, and (d) high school.

S. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school psychologist who has at least three years' experience in School Psychology to serve as the primary supervisor. The student may also work with other experienced school psychologists for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.

T. The FIELDWORK SITE shall ensure that the student receives an average of two hour of individual or two hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.

U. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluations of the student's performance near the end of each university session.

V. The FIELDWORK SITE shall ensure that the candidate will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the candidate is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

School Administration:

A. The FIELDWORK SITE shall provide student with individual and/or small group supervision from an experienced school administrator.

B. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual and/or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.

C. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at

least one written evaluation of the student's performance near the end of each university session.

- D. The FIELDWORK Site shall support the Administration of the California Administrator Performance Assessment (CalAPA) Video.
 - a. For purposes of implementing any video requirement, candidates must be able to record interactions with faculty, staff, and PK-12 students.
 - b. The program assures that each school or district where the candidate is completing fieldwork has a media release for all who are videotaped on file.
 - c. The program requires candidates to affirm that the candidate has followed all applicable video policies for any CalAPA task requiring a video, and maintains records of this affirmation for a full Accreditation cycle
- E. The FIELDWORK Site shall provide a range of activities in educational settings. The settings must:
 - a. support the candidate's ability to complete the CalAPA;
 - b. demonstrate commitment to collaborative student-centered practices and continuous program improvement.
 - c. have partnerships with appropriate other educational, social, and community entities that support teaching and learning for all students;
 - d. create a learning culture that supports all students;
 - e. understand and reflect socioeconomic and cultural diversity;
 - f. support the candidate to access data, work with other educators, and observe teaching practice; and
 - g. permit video capture, where designated, for candidate reflection and CalAPA task completion.

Early Childhood Education Fieldwork:

- A. During the initial meeting with the school site employed supervisor, the candidate and the University Supervisor will collaborate to complete the Orientation Checklist and Fieldwork Plan. The Orientation Checklist will review fieldwork requirements and expectations. The Plan addresses the dates and times when the candidate will visit the practicum classroom, the candidate's goals for practicum, and the plan for increased responsibility.
- B. A minimum number of 60 hours of fieldwork is required for this course. At each visit, the candidate will spend no fewer than three (3) hours in the classroom. To document the hours spent engaged in fieldwork, the candidate must use a Fieldwork Log. The Fieldwork Log documents the dates and times spent engaged in specific activities. The school site employed supervisor will initial and sign the log to verify the candidate is in the classroom.
- C. Candidates must teach and reflect upon a minimum of three (3) lessons that will be observed by the University Supervisor. The exact number of lessons a candidate teaches is left to the school site employed supervisor's discretion. The practicum is based on gradual release of responsibility and needs to be individualized for each candidate while meeting course requirements. The candidate will plan foundations-based lessons that are developmentally, culturally and linguistically appropriate. Candidates are required to submit these plans to the school site employed supervisor prior to implementation.
- D. University may request use of video capture (GoReact) for candidate reflection.
- E. The candidate will adhere to the following professional standards:
 - a. Except in cases of serious illness and approved excused absence the candidate will attend as per the schedule established at the initial meeting with the Supervising Professional.
 - b. The candidate will personally contact the Supervising Professional and the University Supervisor in advance to obtain permission for absences.
 - c. In cases of a one-day illness, the candidate must provide immediate notice to the site, Supervising Professional, and University Supervisor.

- d. The candidate will be punctual for all professional obligations including arrival at the site and other extra-curricular functions.
- e. The candidate will always dress professionally. This may include following any additional requirements set by the Supervising Professional or site.

PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
Board of Education Regular Meeting
June 4, 2024

CLINICAL REHABILITATION WAIVER FOR BRIANNA FIGUEROA, 2024-2025 SCHOOL YEAR

Background

The state of California continues to experience a shortage of qualified speech pathologists. Although the District has been able to successfully recruit credentialed speech pathologists, there is still a need to hire some candidates who have not fully completed their course work.

The state authorizes school districts to issue a waiver for candidates who are enrolled in a recognized Master's Degree program. This enables the District to provide speech and language services to students with identified needs.

Financial Impact

There is no additional impact to the budget in the authorization of this waiver.

Administrator

Dr. Issaic Gates, Deputy Superintendent

PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
CLASSIFIED HUMAN RESOURCES REPORT
Board of Education Regular Meeting
June 4, 2024

<u>Retirement</u>	<u>Position</u>	<u>Site</u>	<u>Effective</u>
Cynthia Green	Sch Sec I	Fairmont	07/05/24
Everdina (Diane) Jepson	Sr Sec	Maint & Fac	07/01/24
Vivianka Navarro	Child Dev Pres Eductr	Linda Vista	08/01/24

<u>Resignation</u>	<u>Position</u>	<u>Site</u>	<u>Effective</u>
Andrew Alvarado	Groundskeeper II	Grounds/M & F	05/21/24
Victoria Bohnert Medlin	Academy Tutor	Ruby Drive	05/10/24
Chloe Chavez	Child Care Tchr I	Golden	06/20/24
Eunsil Choi	Noon Duty	Woodsboro	04/26/24
Taylor Conely	SPED Asst	Glenknoll	06/13/24
Bianca Flores	SPED Asst	Valencia	06/13/24
Sarah Flores	SPED Asst	Valencia	06/13/24
Alyssa Griffiths	Director	Supt Office	06/21/24
Esther Gudino	SPED Int Asst	Glenview	06/13/24
Michelle Guerrero	SPED Asst	Esperanza	05/10/24
Alexander Guzman	Instr Asst PE	Melrose/Rose Drive	04/15/24
Hannah Hines	Child Care Tchr I	Sierra Vista	05/10/24
Destiny Jaramillo	SPED Int Asst	Tynes	06/13/24
Alyssa Millan	Instr Asst PE	Morse/Lakeview	05/20/24
Krystal Padilla	Nutr Svs Wkr	El Dorado	05/14/24
Denise Prochnow	Bus Driver	Transportation	06/13/24
Ricardo Ragazzo	Night Custodian	Valencia	05/07/24
Fallyn Sahadat	RBT	SPED	05/17/24
Carly Skomsvold	SPED Int Asst	Fairmont	06/13/24

<u>Termination</u>	<u>Position</u>	<u>Site</u>	<u>Reason</u>	<u>Effective</u>
#1488	Warehouse Wkr	Warehouse	Medical Layoff	05/22/24
#12654	Bus Driver	Transp	Did Not Pass Prob	05/15/24
#14350	Campus Sup	El Camino	Did Not Pass Prob	04/12/24
#14858	Clerk I	Bryant Ranch	Medical Layoff	04/09/24

Change of Status

<u>Employee</u>	<u>From</u>	<u>To</u>	<u>Effective</u>
Kimberly Bittle	Office Coord	Buyer/Proj Spec, Ra 35 St 4 \$34.93	05/28/24
Paula Braseny	Noon Duty	SPED Int Asst, Ra 24 St 1 \$22.95	04/23/24
Heidi Erkenbrack	SPED Int Asst	Campus Sprvsr, Ra 21 St 5 \$26.62	05/13/24
Bladimiro Hernandez Salcedo	Plant Coord I	Night Custodian, Ra 28 St 5 \$31.81	04/29/24
Matthew Jauriqui	Auditorium Tech	Lead Event Tech, Ra 36 St 3 \$34.92	05/01/24
Soofi Keshavarz	Nutr Svs Wkr .4688 FTE	Nutr Svs Wkr .8125 FTE	05/06/24
Maria Mendoza	Noon Duty .0625 FTE	Noon Duty .2500 FTE	04/22/24
Rini Oliai	Nutr Svs Wkr .6250 FTE	Nutr Svs Wkr .7500 FTE	05/06/24
Catherine Pembleton	SPED Asst	SPED Int Asst, Ra 24 St 5 \$27.98	04/29/24
Gina Roberts	SPED Int Asst	Clerk I, Ra 18 St 5 \$24.72	05/14/24
Ana Marcela Rocke	SPED Asst	Bil Instr Asst, Ra 18 St 2 \$20.80	05/02/24

Change of Status (Cont'd)

<u>Employee</u>	<u>From</u>	<u>To</u>	<u>Effective</u>
Noelia Ruiz	Nutr Svs Wkr .4938 FTE	Nutr Svs Wkr .7500 FTE	05/06/24
Noelia Ruiz	Nutr Svs Wkr .7500 FTE	Nutr Svs Wkr .4938 FTE	05/10/24
Sharon St. Aubin	Payroll Tech	Ld Payroll Tech, Ra 36 St 4 \$40.29	05/02/24

Leave of Absence

<u>Employee</u>	<u>Position</u>	<u>Site</u>	<u>Reason</u>	<u>Effective</u>
Kerri Taylor	Bus Driver	Transp	Discretionary	05/18/24-06/07/24

New Hire

<u>Employee</u>	<u>Position</u>	<u>Site</u>	<u>Salary</u>	<u>Effective</u>
Aubrey Aguilar-Kettering	Child Care Ld Tchr	Glenknoll	Ra 25 St 1 \$23.53	04/15/24
James Bush	Bus Driver	Transp	Ra 29 St 1 \$25.97	04/25/24
Jonathan Culver	SPED Int Asst	El Dorado	Ra 24 St 1 \$22.95	05/15/24
Kimlee Dang	Noon Duty	Van Buren	Ra 1 St 1 \$16.00	05/13/24
Ian Delaney	SPED Int Asst	YLMS	Ra 20 St 1 \$18.12	04/23/24
Liana Foxx	SPED Int Asst	Venture	Ra 24 St 1 \$22.95	05/13/24
Vincent Garcia	Bus Driver	Transp	Ra 29 St 1 \$25.97	06/03/24
Wayne Langford	Bus Driver	Transp	Ra 29 St 1 \$25.97	04/23/24
Taylor Lloyd	Child Care Tchr I	Sierra Vista	Ra 16 St 1 \$18.84	05/20/24
Anam Mairaj	SPED Int Asst	Tynes	Ra 24 St 1 \$22.95	05/13/24
Elizabeth McCann	Bus Driver	Transp	Ra 29 St 1 \$25.97	04/24/24
Lizethe Molina	Bus Driver	Transp	Ra 29 St 1 \$25.97	04/22/24
Judit Mouronte Arcones	Bil Clerk I	Glenview	Ra 19 St 1 \$20.29	05/07/24
Christine Rhee	Clerk II	Travis Elem	Ra 20 St 1 \$20.80	05/09/24
Octavio Ruiz Esparza	Heavy Equip Mechanic	Transp	Ra 39 St 1 \$32.44	04/29/24
Kelly Ryssel	SPED Int Asst	YLMS	Ra 24 St 1 \$22.95	05/03/24
Emily Salazar	Instr Asst PE	Ed Svs-Elem	Ra 17 St 1 \$19.30	05/14/24
Amber Shirk	Noon Duty	Brookhaven	Ra 1 St 1 \$16.00	04/23/24
Osvaldo Torres Juarez	SPED Int Asst	Valencia	Ra 24 St 1 \$22.95	05/01/24

Short Term

<u>Employee</u>	<u>NTE Hrs</u>	<u>Reason</u>	<u>Site</u>	<u>Effective</u>
Satanieh Abu-Zarour	53	Student Support	BVVA	04/01/24-06/13/24
Maher Adukhader	150	Auditorium Tech	Use of Facilities	05/01/24-05/31/24
Rosa Alvarado	3	Student Support	Tynes	04/17/24-04/26/24
Jose Alvarez	4	Student Support	George Key	06/05/24-06/05/24
Maribel Amaya	26	Data Coordinator	El Dorado	04/01/24-06/14/24
Carlee Anderson	33	Clerical Support	Mabel Paine	08/12/24-06/12/25
Carlee Anderson	86	Clerical Support	Lakeview	08/12/24-06/30/25
Nancy Arias Martinez	20	Library Support	YLHS	06/03/24-07/03/24
Fatima Arizmendi	15	Child Care	Acct & Assess	04/22/24-06/14/24
Eileen Ball	4	Student Support	George Key	05/24/24-05/24/24
Eileen Ball	8	ELMT PD	Ed Svs-Elem	08/27/24-06/12/25
Michelle Barnes	12	CIS PD	Ed Svs-Elem	08/27/24-06/12/25
Susan Battaglia	100	Student Support	Travis Elem	04/01/24-06/13/24
Correna Becerra	5	SPED Training	SPED	05/14/24-05/15/24
Jeanette Bell	4	Student Support	George Key	06/05/24-06/05/24
Falon Belleville	4	Ath Clerical Sup	YLHS	05/15/24-05/15/24
Falon Belleville	80	Clerical Support	YLHS	05/06/24-06/27/24
Arcelia Bernal	15	Child Care	Acct & Assess	04/22/24-06/14/24

Short Term

<u>Employee</u>	<u>NTE Hrs</u>	<u>Reason</u>	<u>Site</u>	<u>Effective (Cont'd)</u>
Vivian Bette	10	Noon Duty Mtg	Lakeview	08/26/24-06/13/25
Tonjia Bier	70	Extra Noon Duty Hrs	Linda Vista	08/21/24-06/12/25
Regina Bloom	8	ELMT PD	Ed Svs-Elem	08/27/24-06/12/25
Lana Boggess	10	Noon Duty Mtg	Lakeview	08/26/24-06/13/25
Denise Broadwater	10	Clerical Support	Brookhaven	08/19/24-08/23/24
Linda Brocki	2	Student Support	Van Buren	05/08/24-05/08/24
Christina Bruns Atherton	50	Clerical Support	Van Buren	08/19/24-06/27/25
Rebecca Buonauro	150	Clerical Support	Risk Management	04/07/24-06/30/24
Liza Cabrea	70	Extra Noon Duty Hrs	Linda Vista	08/21/24-06/12/25
Linda Cagney	12	CIS PD	Ed Svs-Elem	08/27/24-06/12/25
Kristin Camacho	100	Student Support	BYMS	08/29/23-06/13/24
Jessica Candelaria	5	Art Program	Rose Drive	05/13/24-06/07/24
Jessica Candelaria	8	ELMT PD	Ed Svs-Elem	08/27/24-06/12/25
Wendy Canfield	1	Chromebook Prep	Glenview	04/22/24-04/22/24
Wendy Canfield	8	ELMT PD	Ed Svs-Elem	08/27/24-06/12/25
Shari Cardinez	1	SPED Training	Fairmont	04/19/24-04/19/24
Nayeli Casio	15	Child Care	Acct & Assess	04/22/24-06/14/24
Anthony Castaneda	24	Student Support	Linda Vista	05/08/24-05/10/24
Natalia Castillo	70	Extra Noon Duty Hrs	Linda Vista	08/21/24-06/12/25
Veronica Castillo	86	Clerical Support	Lakeview	08/12/24-06/30/25
Elizabeth Casuga	8	ELMT PD	Ed Svs-Elem	08/27/24-06/12/25
Maria Cervantes	15	Child Care	Acct & Assess	04/22/24-06/14/24
Mayumi Chase	12	CIS PD	Ed Svs-Elem	08/27/24-06/12/25
Hui-Chen Chiou	1	Noon Duty Mtg	Mabel Paine	08/19/24-08/26/24
Hui-Chen Chiou	3	TK/K Supervsn	Mabel Paine	08/23/24-08/26/24
Julie Cirata	12	CIS PD	Ed Svs-Elem	08/27/24-06/12/25
Gina Clark	2	Student Support	Van Buren	04/25/24-04/25/24
Tammy Clark	8	ELMT PD	Ed Svs-Elem	08/27/24-06/12/25
Autumn Cohen	100	Student Support	Linda Vista	04/01/24-06/13/24
Autumn Cohen	70	Extra Noon Duty Hrs	Linda Vista	08/21/24-06/12/25
Bridget Colby	10	RBT Support	Linda Vista	08/24/24-06/12/25
Maricela Contreras	15	Child Care	Acct & Assess	04/22/24-06/14/24
Destiny Conwi	8	ELMT PD	Ed Svs-Elem	08/27/24-06/12/25
Emma Corbell	3	Student Support	Tynes	04/17/24-04/26/24
Linda Cotta	12	CIS PD	Ed Svs-Elem	08/27/24-06/12/25
Debbie Cruz	2	TK/K Supervsn	Glenknoll	08/26/24-08/26/24
Amy Cueva	19	Math Intervention	Mabel Paine	04/15/24-05/09/24
Lynnette Currier	20	Math Intervention	Van Buren	04/15/24-05/09/24
Brian Cusick	5	Student Support	Valadez	05/13/24-06/13/24
Kimlee Dang	15	Noon Duty Mtg	Van Buren	08/27/24-06/12/25
Arlene DeLeon	3	TK/K Supervsn	Van Buren	08/26/24-08/26/24
Arlene DeLeon	15	Noon Duty Mtg	Van Buren	08/27/24-06/12/25
Seth Diaz	150	Auditorium Tech	Use of Facilities	05/01/24-05/31/24
Leslie Dice	8	ELMT PD	Ed Svs-Elem	08/27/24-06/12/25
Jennifer Dodgion	2	Student Support	Van Buren	05/08/24-05/08/24
Veronica Dorado	5	Student Support	Valadez	05/13/24-06/13/24
Daniel Duncanson	4	Student Support	George Key	05/24/24-05/24/24
Daniel Duncanson	4	Student Support	George Key	06/05/24-06/05/24
Cinnamon Earl	4	Student Support	George Key	06/05/24-06/05/24
Jill Elder	150	Clerical Support	Travis Ranch MS	05/16/24-06/14/24
Juana Equihua	15	Child Care	Acct & Assess	04/22/24-06/14/24

Short Term

<u>Employee</u>	<u>NTE Hrs</u>	<u>Reason</u>	<u>Site</u>	<u>Effective (Cont'd)</u>
Rosa Esqueda	8	ELMT PD	Ed Svs-Elem	08/27/24-06/12/25
Bakshi Falit	150	Auditorium Tech	Use of Facilities	05/01/24-05/31/24
Gladys Fetter	12	CIS PD	Ed Svs-Elem	08/27/24-06/12/25
Berlyn Figueroa	25	Student Support	Valencia	04/17/24-06/13/24
Cynthia Fixa	5	SPED Training	YLMS	04/16/24-06/13/24
Ana Flores	5	Health Clk Support	Health Svs	04/08/24-06/13/24
Ana Flores	2	Student Support	Tuffree	04/29/24-04/29/24
Anacani Flores	150	Bus Attendant	Transportation	08/19/24-06/30/25
Stephanie Forshee	100	Student Support	Linda Vista	04/01/24-04/13/24
Cory Garcia	5	SPED Training	SPED	05/14/24-05/15/24
Maria Garza	1	Student Support	Travis Ranch MS	05/10/24-05/10/24
Baylee Gaze	15	Noon Duty Mtg	Van Buren	08/27/24-06/12/25
Jenny Gee	8	ELMT PD	Ed Svs-Elem	08/27/24-06/12/25
Kim Gill	100	Student Support	BYMS	08/29/23-06/13/24
Nicole Gomez	8	ELMT PD	Ed Svs-Elem	08/27/24-06/12/25
Patricia Gomez	12	CIS PD	Ed Svs-Elem	08/27/24-06/12/25
Gustavo Gonzalez	61	AVID Tutor	Valadez	05/16/24-06/15/24
Wendy Grafton	4	Student Support	George Key	05/24/24-05/24/24
Kathy Gregory	3	TK/K Supervsn	Mabel Paine	08/23/24-08/26/24
Amber Gribben	8	ELMT PD	Ed Svs-Elem	08/27/24-06/12/25
Laurene Grigory	23	Clerical Support	Mabel Paine	08/19/24-06/12/25
Kerstain Guest	1	Student Support	Travis Ranch MS	05/10/24-05/10/24
Douglas Gutierrez	1	SPED Training	Fairmont	04/19/24-04/19/24
Cindy Hansen	80	Clerical Support	YLHS	05/06/24-06/27/24
Laura Hartfelder	150	Clerical Support	Travis Ranch MS	05/16/24-06/14/24
Elaine Hebert	12	CIS PD	Ed Svs-Elem	08/27/24-06/12/25
Esther Hernandez	15	Child Care	Acct & Assess	04/22/24-06/14/24
Josh Hernandez	150	Auditorium Tech	Use of Facilities	05/01/24-05/31/24
Maria Hernandez	100	Student Support	BYMS	08/29/23-06/13/24
Mili Hernandez	25	Translation Svs	SPED	04/01/24-06/13/24
Karina Hiebert	100	Student Support	Sierra Vista	04/25/24-06/13/24
Christian Holiday	50	Advisory Board	USI	03/04/24-06/14/24
Tristan Holt	150	Bus Attendant	Transportation	08/19/24-06/30/25
Krisjan Hoover	12	CIS PD	Ed Svs-Elem	08/27/24-06/12/25
Britta Hubbard	100	Student Support	BVVA	04/10/24-06/13/24
Marina Hubl	8	ELMT PD	Ed Svs-Elem	08/27/24-06/12/25
Nicole Hunter	70	Extra Noon Duty Hrs	Linda Vista	08/21/24-06/12/25
Julie Imai	50	Clerical Support	Van Buren	08/19/24-06/27/25
Julie Imai	86	Clerical Support	Lakeview	08/12/24-06/30/25
Debbie Jaeckel	100	Student Support	Esperanza	04/16/24-06/13/24
Anallely Jimenez	4	Student Support	George Key	05/24/24-05/24/24
David Jimenez	4	Student Support	George Key	05/24/24-05/24/24
Emily Job	20	Math Intervention	Woodsboro	04/15/24-05/09/24
Emily Job	8	ELMT PD	Ed Svs-Elem	08/27/24-06/12/25
Ayesha Kazi	3	Student Support	Tynes	04/17/24-04/26/24
Jesse Keenan	1	SPED Training	Fairmont	04/19/24-04/19/24
Jesse Keenan	100	Student Support	Fairmont	04/16/24-06/13/24
Ann Kennedy	20	Math Intervention	Woodsboro	04/15/24-05/09/24
Pamela Kibby	8	ELMT PD	Ed Svs-Elem	08/27/24-06/12/25
Cathleen Kim	60	Robotics Progrm	Rose Drive	04/29/24-06/07/24
Cathleen Kim	12	CIS PD	Ed Svs-Elem	08/27/24-06/12/25

Short Term

<u>Employee</u>	<u>NTE Hrs</u>	<u>Reason</u>	<u>Site</u>	<u>Effective (Cont'd)</u>
Erica King	3	TK/K Supervsn	Van Buren	08/26/24-08/26/24
Erica King	15	Noon Duty Mtg	Van Buren	08/27/24-06/12/25
Chad Kirkpatrick	4	Student Support	George Key	06/05/24-06/05/24
Abigail Kowalski	100	Student Support	Wagner	03/27/24-06/13/24
Kathleen Krewenka	15	Noon Duty Mtg	Van Buren	08/27/24-06/12/25
Karen Lara-Estrada	50	Student Support	BVVA	04/01/24-06/13/24
Tamara Lefler	1	Noon Duty Mtg	Mabel Paine	08/19/24-08/26/24
Tamara Lefler	3	TK/K Supervsn	Mabel Paine	08/23/24-08/26/24
Tamara Lefler	10	Noon Duty	Mabel Paine	08/27/24-06/12/25
Kelly Leitner	50	Student Support	Tynes	03/15/24-06/13/24
Kara Lindley	50	Student Support	Tynes	05/02/24-06/13/24
Jennifer Littrell	150	Clerical Support	Expanded Lrng	07/01/24-06/30/25
Brenda Long	8	ELMT PD	Ed Svs-Elem	08/27/24-06/12/25
Crystal Lopez	150	Bus Attendant	Transportation	08/19/24-06/30/25
Kyle Lopez	54	AVID Tutor	Kraemer	05/16/24-06/15/24
Herlinda Lopez Cisneros	15	Child Care	Acct & Assess	04/22/24-06/14/24
Alberto Lozoya	150	Bus Attendant	Transportation	08/19/24-06/30/25
Maira Luna Banda	150	Bus Attendant	Transportation	08/19/24-06/30/25
Sunshine Luzzi	15	Student Support	Mabel Paine	04/01/24-06/13/24
Tina Lyons	2	TK Supervsn	Brookhaven	08/22/24-08/26/24
Blase Maffia	150	Auditorium Tech	Use of Facilities	05/01/24-05/31/24
Denise May	6	Student Support	SPED	04/22/24-05/20/24
Rona McManus	4	Student Support	George Key	05/24/24-05/24/24
Maria Mendoza	1	Noon Duty Mtg	Mabel Paine	08/19/24-08/26/24
Maria Mendoza	3	TK/K Supervsn	Mabel Paine	08/23/24-08/26/24
Maureen Miller	80	Year End Closeout	Maintenance	04/22/24-06/30/24
Natalie Miranda	50	Student Support	Rio Vista	04/01/24-06/13/24
Shawwna Morris	50	Student Support	El Dorado	04/30/24-06/13/24
Sustiana Mudarsih	10	Noon Duty Mtg	Lakeview	08/26/24-06/13/25
Katia Murillo	14	Site Relocation	Class Personnel	04/01/24-05/24/24
Heather Murphy	128	Sec II	Maintenance	06/04/24-06/30/24
Ashwinee Nangare	50	Student Support	Tynes	04/08/24-06/13/24
Catie Nichols	150	Student Support	Tynes	03/19/24-06/13/24
Shannon Niemeyer	1	Clerical Support	Tuffree	03/22/24-03/22/24
Hayden Nighswonger	12	CIS PD	Ed Svs-Elem	08/27/24-06/12/25
Yasmin Nouredin	1	Noon Duty Mtg	Mabel Paine	08/19/24-08/26/24
Anna Ordorica	80	Clerical Support	YLHS	05/06/24-06/27/24
Gabriel Padilla	12	CIS PD	Ed Svs-Elem	08/27/24-06/12/25
Lauren Parkes	4	Student Support	George Key	05/24/24-05/24/24
Nicole Parmenter	8	ELMT PD	Ed Svs-Elem	08/27/24-06/12/25
Bianca Pasillas	150	Startup Hours	Transportation	07/08/24-08/05/24
Dipti Patel	2	TK/K Supervsn	Glenknoll	08/26/24-08/26/24
Marsha Peckham	100	Student Support	Mabel Paine	04/01/24-06/13/24
Crishia Peet	150	Auditorium Tech	Use of Facilities	05/01/24-05/31/24
Samantha Peralta	10	Noon Duty Mtg	Lakeview	08/26/24-06/13/25
Sonia Perez	150	Bus Attendant	Transportation	08/19/24-06/30/25
Dorothy Pineda	15	Noon Duty Mtg	Van Buren	08/27/24-06/12/25
Stacy Pinegar	10	Clerical Support	Brookhaven	08/19/24-08/23/24
Kayla Puga	150	Bus Attendant	Transportation	08/19/24-06/30/25
Karyn Qsar	80	Clerical Support	YLHS	05/06/24-06/27/24
Carly Radomski	100	Student Support	Linda Vista	04/01/24-06/13/24

Short Term

<u>Employee</u>	<u>NTE Hrs</u>	<u>Reason</u>	<u>Site</u>	<u>Effective (Cont'd)</u>
Carly Radomski	70	Extra Noon Duty Hrs	Linda Vista	08/21/24-06/12/25
Jose Ramirez	12	CIS PD	Ed Svs-Elem	08/27/24-06/12/25
Leslie Ramirez	8	ELMT PD	Ed Svs-Elem	08/27/24-06/12/25
Maria Ramirez	8	ELMT PD	Ed Svs-Elem	08/27/24-06/12/25
Adriana Reeves	100	Student Support	Travis Elem	04/01/24-06/13/24
Nicolette Reta	150	Bus Attendant	Transportation	08/19/24-06/30/25
Christine Rhee	150	Clerical Support	Travis Ranch MS	05/16/24-06/14/24
Sheila Richards	4	Student Support	George Key	06/05/24-06/05/24
Kimberly Rodriguez	100	Student Support	Rio Vista	04/30/24-06/13/24
Tatiana Rodriguez	150	Auditorium Tech	Use of Facilities	05/01/24-05/31/24
Alan Rodriguez-Castro	150	Auditorium Tech	Use of Facilities	05/01/24-05/31/24
Joseph Rojas Granja	50	Student Support	El Dorado	04/30/24-06/13/24
Mabelle Roncancio	50	Student Support	SPED	04/01/24-06/13/24
Irma Ruiz	150	Bus Attendant	Transportation	08/19/24-06/30/25
Kristen Ryan-Maraiz	20	Health Clk Support	Health Svs	05/01/24-06/13/24
Abraham Sanchez	50	Student Support	Tynes	03/20/24-06/13/24
Andrea Sandoval	12	CIS PD	Ed Svs-Elem	08/27/24-06/12/25
Viviana Sanmartini	10	Noon Duty Mtg	Lakeview	08/26/24-06/13/25
Cali Santamaria	12	CIS PD	Ed Svs-Elem	08/27/24-06/12/25
Samina Sarfraz	70	Extra Noon Duty Hrs	Linda Vista	08/21/24-06/12/25
Gricelda Saucedo	15	Noon Duty Mtg	Van Buren	08/27/24-06/12/25
Michele Sempell	30	Clerical Support	Linda Vista	08/19/24-06/20/25
Lori Sharp	5	SPED Training	YLMS	04/16/24-06/13/24
Meenakshi Shelar	1	SPED Training	Fairmont	04/19/24-04/19/24
Joan Simmons	86	Clerical Support	Lakeview	08/12/24-06/30/25
Carly Skomsvold	1	SPED Training	Fairmont	04/19/24-04/19/24
Katie Smith	12	CIS PD	Ed Svs-Elem	08/27/24-06/12/25
Luanne Sofka	8	ELMT PD	Ed Svs-Elem	08/27/24-06/12/25
Jeanine Soteres	86	Clerical Support	Lakeview	08/12/24-06/30/25
Christopher St. Aubin	150	Auditorium Tech	Use of Facilities	05/01/24-05/31/24
Susan Swinfard	20	Health Svs Support	Health Svs	04/01/24-05/31/24
Angela Taberski	12	CIS PD	Ed Svs-Elem	08/27/24-06/12/25
Amy Taylor	20	Clerical Support	Glenknoll	08/14/24-09/30/24
Dannessa Taylor	12	CIS PD	Ed Svs-Elem	08/27/24-06/12/25
Isaac Tito-Condemayta	19	AVID Tutor	Tuffree	05/01/24-06/15/24
Consuelo Torres	50	Student Support	Tynes	04/09/24-06/13/24
Consuelo Torres	5	Translation Svs	Tynes	04/16/24-06/14/24
Janet Torres	8	ELMT PD	Ed Svs-Elem	08/27/24-06/12/25
Nhu Tran	150	Auditorium Tech	Use of Facilities	05/01/24-05/31/24
Amy Troup	12	CIS PD	Ed Svs-Elem	08/27/24-06/12/25
Jonathan Tune	150	Auditorium Tech	Use of Facilities	05/01/24-05/31/24
Yajaira Vasquez	135	Student Support	El Camino	04/08/24-06/13/24
Yolanda Velasquez	3	SPED Training	Esperanza	04/26/24-06/13/24
Yolanda Velasquez	100	Student Sup on Bus	Esperanza	04/26/24-06/13/24
Yolanda Velasquez	100	Student Support	Esperanza	04/26/24-06/13/24
Laura Violet	12	CIS PD	Ed Svs-Elem	08/27/24-06/12/25
Christy Vis	70	Extra Noon Duty Hrs	Linda Vista	08/21/24-06/12/25
Rebekah Viselli	25	Student Support	Linda Vista	05/06/24-06/13/24
Robyn Walden	15	Child Care	Acct & Assess	04/22/24-06/14/24
Brittany Watrous	100	Student Support	Linda Vista	04/01/24-06/13/24
Patricia Wellington	4	Student Support	George Key	05/24/24-05/24/24

Short Term

<u>Employee</u>	<u>NTE Hrs</u>	<u>Reason</u>	<u>Site</u>	<u>Effective (Cont'd)</u>
Patricia Wellington	4	Student Support	George Key	06/05/24-06/05/24
Kevin Whalen	150	Auditorium Tech	Use of Facilities	05/01/24-05/31/24
Teresa Yochum	60	Extra Noon Duty Hrs	Linda Vista	08/21/24-06/12/25
Anali Yslas	12	CIS PD	Ed Svs-Elem	08/27/24-06/12/25
Victor Zapiain	12	CIS PD	Ed Svs-Elem	08/27/24-06/12/25
Yolanda Zavala	10	Clerical Support	Class Personnel	04/01/24-05/17/24

Substitutes

<u>Employee</u>	<u>Position</u>	<u>Site</u>	<u>Effective</u>
Antonio Alatorre	Instr Aide PE	Ed Svs-Elem	08/27/24-06/12/25
Carlee Anderson	Clerical	Lakeview	08/12/24-06/30/25
Carlee Anderson	Clerical	Mabel Paine	08/27/24-06/12/25
Latifa Bakkal	Noon Duty	Glenknoll	08/27/24-06/12/25
Kelly Barrhansen	Clerical	Glenknoll	08/27/24-06/12/25
Kelly Barrhansen	Clerical	Glenknoll	08/27/24-06/12/25
Vivian Bette	Clerical	Lakeview	08/12/24-06/30/25
Stephanie Biakanja	Clerical	YLMS	05/10/24-06/14/24
Tonjia Bier	Noon Duty	Linda Vista	08/27/24-06/12/25
Tonjia Bier	Clerical	El Dorado	08/22/24-06/13/25
Tonjia Bier	Clerical	Linda Vista	08/27/24-06/12/25
Luke Bissell	Instr Aide PE	Ed Svs-Elem	08/27/24-06/12/25
Michael Bissell	Instr Aide PE	Ed Svs-Elem	08/27/24-06/12/25
Robert Bissell	Instr Aide PE	Ed Svs-Elem	08/27/24-06/12/25
Lana Boggess	Noon Duty	Lakeview	08/26/24-06/13/25
Denise Broadwater	Clerical	Brookhaven	08/26/24-06/12/25
Christina Bruns Atherton	Clerical	Van Buren	08/27/24-06/12/25
Liza Cabrea	Noon Duty	Linda Vista	08/27/24-06/12/25
Myrna Carrasco	Bil Clerk III, Bil Att Clerk	Valadez	05/06/24-07/05/24
Myrna Carrasco	Clerical	Kraemer	08/08/24-07/03/25
Myrna Carrasco	ELMT	Ed Svs-Elem	08/27/24-06/12/25
Myrna Carrasco	Clerical	Kraemer	08/27/24-06/13/25
Cindy Castillo	Clerical	Tuffree	04/25/24-06/13/24
Julio Castillo	Instr Aide PE	Ed Svs-Elem	08/27/24-06/12/25
Natalia Castillo	Instr Aide PE	Ed Svs-Elem	08/27/24-06/12/25
Natalia Castillo	Noon Duty	Linda Vista	08/27/24-06/12/25
Veronica Castillo	Clerical	Lakeview	08/12/24-06/30/25
Kohlton Castro	Instr Aide PE	Ed Svs-Elem	08/27/24-06/12/25
Marco Cervantes	Instr Aide PE	Ed Svs-Elem	08/27/24-06/12/25
InKap Choi	Noon Duty	Brookhaven	04/08/24-06/15/24
InKap Choi	Noon Duty	Brookhaven	08/27/24-06/12/25
Rosie Christiansen	Instr Aide PE	Ed Svs-Elem	08/27/24-06/12/25
Rosie Christiansen	Noon Duty	Glenknoll	08/27/24-06/12/25
Autumn Cohen	Noon Duty	Linda Vista	08/27/24-06/12/25
Bridget Colby	Noon Duty	Linda Vista	08/27/24-06/12/25
Maddison Conrad	Instr Aide PE	Ed Svs-Elem	08/27/24-06/12/25
Natalie Costello	Custodian	Custodial	07/01/24-06/30/25
Debbie Cruz	Instr Aide PE	Ed Svs-Elem	08/27/24-06/12/25
Madison Cullen	Instr Aide PE	Ed Svs-Elem	08/27/24-06/12/25
Eric Dachenhausen	SPED Asst, Int Asst	SPED	05/10/24-06/13/24
Kimlee Dang	Noon Duty	Van Buren	08/27/24-06/12/25
Leanne Daniel	Instr Aide PE	Ed Svs-Elem	08/27/24-06/12/25

<u>Substitutes</u>			
<u>Employee</u>	<u>Position</u>	<u>Site</u>	<u>Effective (Cont'd)</u>
Conner Davis	Instr Aide PE	Ed Svs-Elem	08/27/24-06/12/25
Madison Day	Instr Aide PE	Ed Svs-Elem	08/27/24-06/12/25
Christian De La Torre	SPED Asst, Int Asst	SPED	05/14/24-06/13/24
Arlene DeLeon	Noon Duty	Van Buren	08/27/24-06/12/25
Sheri Dettloff	Health Clerk	Health Svs	03/11/24-06/13/24
Sarah Doan	SPED Asst, Int Asst	SPED	05/08/24-06/13/24
Edward (Tommy) Dunn IV	Instr Aide PE	Ed Svs-Elem	08/27/24-06/12/25
Jill Elder	Clerical	Lakeview	08/12/24-06/30/25
Jill Elder	Clerical	El Dorado	08/22/24-06/13/25
Adrienne Elicker	Noon Duty	Brookhaven	08/27/24-06/12/25
Heather Erwin	Instr Aide PE	Ed Svs-Elem	08/27/24-06/12/25
Estela Espinoza	Instr Aide PE	Ed Svs-Elem	08/27/24-06/12/25
Lindsay Farer	Instr Aide PE	Ed Svs-Elem	08/27/24-06/12/25
Fernando Flores	Custodian	Custodial	07/01/24-06/30/25
Moises Fregoso	Custodian	Custodial	07/01/24-06/30/25
Gabriel Garcia	SPED Asst, Int Asst	SPED	05/08/24-06/14/24
Kevin Garcia	Instr Aide PE	Ed Svs-Elem	08/27/24-06/12/25
Noah Garcia	Warehouse Wkr	Warehouse	04/30/24-05/31/24
Noah Garcia	Custodian	Custodial	07/01/24-06/30/25
Ricardo Garcia	Custodian	Custodial	07/01/24-06/30/25
William Garcia	Campus Supervisor	Esperanza	05/13/24-06/13/24
Baylee Gaze	Noon Duty	Van Buren	08/27/24-06/12/25
John Griego	Custodian	Custodial	07/01/24-06/30/25
Laurene Grigory	Clerical	Mabel Paine	08/27/24-06/12/25
Cameron Grubbs	Instr Aide PE	Ed Svs-Elem	08/27/24-06/12/25
Martha Guerra	Noon Duty	Kraemer	08/27/24-06/12/25
Adrian Gutierrez	Custodian	Custodial	07/01/24-06/30/25
Alexander Guzman	Instr Aide PE	Ed Svs-Elem	08/27/24-06/12/25
Helen Ha	Office Coord	Nutrition Svs	05/01/24-12/31/24
Tammie Hagen	Instr Aide PE	Ed Svs-Elem	08/27/24-06/12/25
Cindy Hansen	Clerical	YLHS	04/01/24-06/28/24
Cindy Hansen	Clerical	Glenknoll	08/27/24-06/12/25
Patrick Hansen	SPED Asst, Int Asst	SPED	05/15/24-06/13/24
Lydia Hermanson	Noon Duty	Glenknoll	08/27/24-06/12/25
Reyna Hernandez	Instr Aide PE	Ed Svs-Elem	08/27/24-06/12/25
Edward Higashi	Campus Supervisor	BYMS	04/01/24-06/13/24
Madison Horta	Instr Aide PE	Ed Svs-Elem	08/27/24-06/12/25
Zan Hrubeniuk	Clerical	Linda Vista	08/27/24-06/12/25
Nicole Hunter	Instr Aide PE	Ed Svs-Elem	08/27/24-06/12/25
Nicole Hunter	Noon Duty	Linda Vista	08/27/24-06/12/25
Jessica Ibarra	Noon Duty	Glenknoll	08/27/24-06/12/25
Julie Imai	Clerical	Lakeview	08/12/24-06/30/25
Julie Imai	Clerical	Van Buren	08/27/24-06/12/25
Erick Juarez	Instr Aide PE	Ed Svs-Elem	08/27/24-06/12/25
Roberta Justice	Clerical	Lakeview	08/12/24-06/30/25
Roberta Justice	Clerical	El Dorado	08/22/24-06/13/25
Tyrone Kendrick	Instr Aide PE	Ed Svs-Elem	08/27/24-06/12/25
Pooja Khant	Noon Duty	Glenknoll	08/27/24-06/12/25
Katya Kiersing	Instr Aide PE	Ed Svs-Elem	08/27/24-06/12/25
Kristin Kile	Instr Aide PE	Ed Svs-Elem	08/27/24-06/12/25
Erica King	Noon Duty	Van Buren	08/27/24-06/12/25

Substitutes

<u>Employee</u>	<u>Position</u>	<u>Site</u>	<u>Effective (Cont'd)</u>
Kathleen Krewenka	Noon Duty	Van Buren	08/27/24-06/12/25
Cheri Krystek	Bus Attendant	Transportation	08/19/24-06/30/25
Karen Lara-Estrada	SPED Asst, Int Asst	SPED	04/23/24-06/13/24
Natalie Larsen	Clerical	Lakeview	08/12/24-06/30/25
Chris Lawson	Instr Aide PE	Ed Svs-Elem	08/27/24-06/12/25
Yvonne Lee	Instr Aide PE	Ed Svs-Elem	08/27/24-06/12/25
Ana Lepe-Robles	Health Clerk	Health Svs	05/01/24-06/13/24
Ashley Lima	Instr Aide PE	Ed Svs-Elem	08/27/24-06/12/25
Daniela Lopez	Instr Aide PE	Ed Svs-Elem	08/27/24-06/12/25
Vincent Luna	Custodian	Custodial	07/01/24-06/30/25
Francisco Macias	Custodian	Custodial	07/01/24-06/30/25
Ericka Martinez	Sch Sec I	Glenview	07/01/24-06/12/25
Ericka Martinez	Bil Clerk I	Glenview	08/27/24-11/22/24
Alexandra Mehrazar	Noon Duty	Kraemer	05/03/24-06/13/24
Alyssa Millan	Instr Aide PE	Ed Svs-Elem	08/27/24-06/12/25
Claudia Monge	Instr Aide PE	Ed Svs-Elem	08/27/24-06/12/25
Armando Moreno	Custodian	Custodial	07/01/24-06/30/25
Meena Motwani	Noon Duty	Glenknoll	08/27/24-06/12/25
Heather Murphy	Clerical	Lakeview	08/12/24-06/30/25
Yashnee Nathraj	Instr Aide PE	Ed Svs-Elem	08/27/24-06/12/25
Bryce Neff	Instr Aide PE	Ed Svs-Elem	08/27/24-06/12/25
Jasmin Niebla	Noon Duty	Glenknoll	08/27/24-06/12/25
Michaela Noh	Noon Duty	Brookhaven	08/27/24-06/12/25
Anna Ordorica	Clerical	Glenknoll	08/27/24-06/12/25
Britlyn Pace	ELMT	Glenknoll	08/27/24-06/12/25
David Pacheco	Instr Aide PE	Ed Svs-Elem	08/27/24-06/12/25
Nicole Parmenter	Clerical	Linda Vista	08/27/24-06/12/25
Melissa Peng	AVID Tutor	YLMS	01/16/24-06/13/24
Rozanne Pereya	Clerical	Lakeview	08/12/24-06/30/25
Krista Perez	Instr Aide PE	Ed Svs-Elem	08/27/24-06/12/25
Miguel Angel Perez Flores	Clerical	Kraemer	08/08/24-07/03/25
Dorothy Pineda	Noon Duty	Van Buren	08/27/24-06/12/25
Stacy Pinegar	Clerical	Brookhaven	08/26/24-06/12/25
Klarissa Pippin	Bus Attendant	Transportation	08/19/24-06/30/25
Abby Powers	Instr Aide PE	Ed Svs-Elem	08/27/24-06/12/25
Karyn Qsar	Clerical	YLHS	04/01/24-06/28/24
Karyn Qsar	Clerical	Valadez	05/06/24-07/05/24
Karyn Qsar	Clerical	Kraemer	08/08/24-07/03/25
Karyn Qsar	Clerical	Lakeview	08/12/24-06/30/25
Karyn Qsar	Clerical	Glenknoll	08/27/24-06/12/25
Karyn Qsar	Clerical	Kraemer	08/27/24-06/13/25
Carly Radomski	Noon Duty	Linda Vista	08/27/24-06/12/25
Briana Rambeiro	Instr Aide PE	Ed Svs-Elem	08/27/24-06/12/25
Jessica Ramos	CIS	Ed Svs-Elem	08/27/24-06/12/25
Catherine Rash	Instr Aide PE	Ed Svs-Elem	08/27/24-06/12/25
Steven Rodriguez	Instr Aide PE	Ed Svs-Elem	08/27/24-06/12/25
Kristen Ryan-Maraais	Health Clerk	Health Svs	05/01/24-06/13/24
Cathy Saba	ELMT	Glenknoll	08/27/24-06/12/25
Emily Salazar	Instr Aide PE	Ed Svs-Elem	08/27/24-06/12/25
Estevan Salgado	Instr Aide PE	Ed Svs-Elem	08/27/24-06/12/25
Manuel Sambrano	Custodian	Custodial	07/01/24-06/30/25

Substitutes

<u>Employee</u>	<u>Position</u>	<u>Site</u>	<u>Effective (Cont'd)</u>
Rodrigo Sandoval	Custodian	Custodial	07/01/24-06/30/25
Viviana Sanmartini	Noon Duty	Lakeview	08/26/24-06/13/25
Cali Santamaria	ELMT	Ed Svs-Elem	08/27/24-06/12/25
Rion Santamaria	SPED Asst, Int Asst	SPED	05/08/24-06/14/24
Samina Sarfraz	Noon Duty	Linda Vista	08/27/24-06/12/25
Gricelda Saucedo	Noon Duty	Van Buren	08/27/24-06/12/25
Michele Sempell	Clerical	Linda Vista	08/27/24-06/12/25
Andrea Serigstad	Noon Duty	Brookhaven	08/27/24-06/12/25
Gustavo Servin	Custodian	Custodial	07/01/24-06/30/25
Debra Seymour	Instr Aide PE	Ed Svs-Elem	08/27/24-06/12/25
Nita Shea	Instr Aide PE	Ed Svs-Elem	08/27/24-06/12/25
Amber Shirk	Noon Duty	Brookhaven	04/23/24-06/13/24
Amber Shirk	Noon Duty	Brookhaven	08/27/24-06/12/25
Blake Shupe	Noon Duty	Glenknoll	08/27/24-06/12/25
Joan Simmons	Clerical	Glenknoll	08/27/24-06/12/25
Joan Simmons	Clerical	Lakeview	08/12/24-06/30/25
Katie Smith	Instr Aide PE	Ed Svs-Elem	08/27/24-06/12/25
Jeanine Soteres	Clerical	Lakeview	08/12/24-06/30/25
Bailey Spoonhower	Custodian	Custodial	07/01/24-06/30/25
John Stanley	SPED Asst, Int Asst	SPED	05/13/24-06/13/24
Jaya Subramani	Noon Duty	Glenknoll	08/27/24-06/12/25
Itsuo Takashima	Noon Duty	Glenknoll	08/27/24-06/12/25
Amy Taylor	Clerical	Glenknoll	08/27/24-06/12/25
Prescious Thompson	Noon Duty	Glenknoll	08/27/24-06/12/25
Vanessa Topinio	Noon Duty	Brookhaven	08/27/24-06/12/25
Nicole Van Train	Instr Aide PE	Ed Svs-Elem	08/27/24-06/12/25
Lauren Vandegriff	Instr Aide PE	Ed Svs-Elem	08/27/24-06/12/25
Yolanda Velasquez	Clerical	Lakeview	08/12/24-06/30/25
Jordyn Veltri	SPED Asst, Int Asst	SPED	04/19/24-06/13/24
Eva Venegas	Instr Aide PE	Ed Svs-Elem	08/27/24-06/12/25
Jackie Vera	Noon Duty	Glenknoll	08/27/24-06/12/25
Eileen Villagran Tapia	Instr Aide PE	Ed Svs-Elem	08/27/24-06/12/25
Anthony Villanueva	Custodian	Custodial	07/01/24-06/30/25
Christy Vis	Instr Aide PE	Ed Svs-Elem	04/01/24-06/12/25
Christy Vis	Noon Duty	Linda Vista	08/27/24-06/12/25
Lauren Westphal	Instr Aide PE	Ed Svs-Elem	08/27/24-06/12/25
Connor Willey	Instr Aide PE	Ed Svs-Elem	08/27/24-06/12/25
Elizabeth Woodling	Clerical	El Dorado	08/22/24-06/13/25
Jae Yang	Custodian	Custodial	07/01/24-06/30/25
Brooke Ybarra	Clerical	Glenknoll	08/27/24-06/12/25
Teresa Yochum	Noon Duty	Linda Vista	08/27/24-06/12/25
Yolanda Zavala	Clerical	Class Personnel	04/01/24-05/31/24

District Funded Co-Curricular Assignments

<u>Stipends</u>	<u>Assignment</u>	<u>Site</u>	<u>NTE Amount</u>	<u>Effective</u>
Nathaniel Alam	Baseball CIF	El Dorado	\$267	04/26/24-05/03/24
Vidal Arista	Cross Country	YLHS	\$5338	08/19/24-11/08/24
Alyson Bybee	Beach Volleyball CIF	Esperanza	\$265	04/15/24-04/18/24
Eric Campos	Flag Football	YLHS	\$2669	08/10/24-10/16/24
Anthony Castaneda	Outdoor Ed	Linda Vista	\$229	05/08/24-05/10/24
John Castro	EHS Coaching PD	Student Svs	\$160	03/15/24-06/13/24

District Funded Co-Curricular Assignments

<u>Stipends</u>	<u>Assignment</u>	<u>Site</u>	<u>NTE Amount</u>	<u>Effective (Cont'd)</u>
Ariana Cruz	Color Guard	YLHS	\$4271	08/29/24-06/12/25
Angelyshka Curbelo	Beach Volleyball CIF	Esperanza	\$344	04/15/24-04/18/24
James De Leon	Women's Lacrosse CIF	El Dorado	\$221	04/26/24-05/02/24
Hailey Denuccio	Mock Trial	YLHS	\$4271	08/27/24-06/12/25
Ted Dickenson	Softball CIF	Esperanza	\$267	04/28/24-05/04/24
Fred Dipalma	Football	Valencia	\$4271	08/23/24-11/01/24
Anthony Draft	Football	Esperanza	\$4271	08/05/24-11/01/24
Kyle Enos	Track and Field CIF	Esperanza	\$291	04/28/24-05/04/24
Asjia Fletcher	Song	El Dorado	\$5338	08/22/24-06/13/25
Calvin Flores	Football	Esperanza	\$1664	08/05/24-11/01/24
Michael Frieson	Football	Esperanza	\$2802	08/05/24-11/01/24
Saul Fuentes	Football	Esperanza	\$4271	08/05/24-11/01/24
Amber Galasso	Football	Esperanza	\$2414	08/05/24-11/01/24
Owen Galasso III	Football	Esperanza	\$1664	08/05/24-11/01/24
Mirza Gallardo	Cross Country	YLHS	\$4271	08/19/24-11/08/24
William Garcia	Cross Country	Valadez	\$2491	08/26/24-06/13/25
Carson Gonzalez	Women's Volleyball	YLHS	\$4271	08/10/24-10/16/24
Chelsey Haardt	Flag Football	YLHS	\$2135	08/10/24-10/25/24
Ashley Haney	Coed Swimming CIF	Esperanza	\$260	05/04/24-05/11/24
Karl (Eric) Hansen	Women's Tennis	Valencia	\$4271	08/19/24-10/30/24
Mitchell Hautea	Color Guard	Esperanza	\$4271	08/26/24-06/13/25
Nicholas Heinle	Football	Esperanza	\$4271	08/05/24-11/01/24
Christian Holiday	EHS Coaching PD	Student Svs	\$240	03/15/24-06/13/24
Anthony Johnson	Women's Tennis	YLHS	\$4271	08/19/24-10/30/24
Zachary Johnson	Flag Football	Valencia	\$4271	08/10/24-10/16/24
Aubrey Kettering	Dance	Esperanza	\$5157	09/01/24-06/13/25
John King	EHS Coaching PD	Student Svs	\$240	03/15/24-06/13/24
Ly Kursits	Women's Tennis	YLHS	\$5338	08/19/24-10/30/24
Christopher Landin	Event Supervision	Ed Svs-Sec	\$425	02/26/24-04/12/24
Brandon Luke	Men's Volleyball CIF	El Dorado	\$526	04/18/24-05/04/24
Denise May	Outdoor Ed	Rose Drive	\$229	05/08/24-05/10/24
Hannah Miller	Color Guard	Valencia	\$4271	08/22/24-06/13/25
Steven Millhouse	Women's Volleyball	Valencia	\$4271	08/10/24-10/16/24
Kyle Myers	Marching Band	Esperanza	\$6406	08/22/24-06/13/25
Anthony Negron	Football	Valencia	\$4271	08/23/24-11/01/24
Annette Nielsen	Coed Swimming CIF	Esperanza	\$371	05/04/24-05/11/24
David Pacheco	Men's Cross Country	Valencia	\$4271	08/19/24-11/08/24
Shane Park	Women's Cross Country	Valencia	\$4271	08/19/24-11/08/24
Jacob Patterson	Men's Lacrosse CIF	El Dorado	\$221	04/25/24-05/01/24
Ashley Pruitt	Women's Volleyball CIF	El Dorado	\$687	04/17/24-05/01/24
Jaden Pugh	Baseball CIF	El Dorado	\$267	04/26/24-05/03/24
Luis Ramirez	Track and Field CIF	Esperanza	\$291	04/28/24-05/04/24
Luis Ramirez	Football	Esperanza	\$4271	08/05/24-11/01/24
Valerie Ramirez	Color Guard	Tuffree	\$2125	08/25/24-06/12/25
William Ray	Football	YLHS	\$4271	08/23/24-11/01/24
Shannon Steen	Dance	El Dorado	\$5338	08/22/24-06/13/25
Bryan Swarm	Men's Water Polo	El Dorado	\$3641	08/06/24-10/23/24
John Talamoni	Football	Valencia	\$4271	08/23/24-11/01/24
Steve Teran	Flag Football	YLHS	\$2669	08/10/24-10/16/24
Richard Toro	Women's Golf	YLHS	\$4271	08/26/24-10/25/24
Angela Tousley	Color Guard	El Dorado	\$4271	08/22/24-06/13/25

District Funded Co-Curricular Assignments

<u>Stipends</u>	<u>Assignment</u>	<u>Site</u>	<u>NTE Amount</u>	<u>Effective (Cont'd)</u>
Paul Tran	Men's Lacrosse CIF	El Dorado	\$221	04/25/24-05/01/24
Ed Tunstall	Softball CIF	Esperanza	\$363	04/28/24-05/04/24
James Valverde	EHS Coaching PD	Student Svs	\$160	03/15/24-06/13/24
Sypen Van	Pepster	Esperanza	\$5338	08/22/24-06/13/25
Bryce Wada	Men's Lacrosse CIF	El Dorado	\$310	04/25/24-05/01/24
Shawn Wickoff	Flag Football	YLHS	\$2135	08/10/24-10/25/24
Enrique Zuniga Lomeli	Soccer	Valadez	\$2491	08/19/24-12/31/24

Booster Funded Co-Curricular Assignments

<u>Employee</u>	<u>Assignment</u>	<u>Site</u>	<u>NTE Amount</u>	<u>Effective</u>
Jacob Adams	Event Supervision	El Dorado	\$600	07/01/24-06/30/25
Rosa Alvarado	Event Supervision	El Dorado	\$600	07/01/24-06/30/25
Maribel Amaya	Event Supervision	El Dorado	\$600	07/01/24-06/30/25
John Amin	Men's Basketball	Esperanza	\$1000	05/01/24-06/13/25
Barry Baldwin	Women's Basketball	YLHS	\$4271	08/27/24-10/25/24
Anthony Ballesterio	Men's Basketball	Esperanza	\$2000	05/01/24-06/14/24
Joseph (Jo-Jo) Ballesterio	Men's Basketball	Esperanza	\$1200	05/01/24-06/14/24
Paul Barajas	Event Supervision	El Dorado	\$600	07/01/24-06/30/25
Joseph Becerra	Event Supervision	El Dorado	\$600	07/01/24-06/30/25
Tonjia Bier	Event Supervision	El Dorado	\$600	07/01/24-06/30/25
Gary (Steven) Bowers	Football	YLHS	\$4271	08/23/24-11/01/24
Katie Bowers	Cheer	YLHS	\$4500	08/27/24-06/12/25
Rich Burrell	Football	YLHS	\$4271	08/23/24-11/01/24
Donald Campbell	Cross Country	YLHS	\$4271	08/19/24-11/08/24
Patricia Cardenas	Event Supervision	El Dorado	\$600	07/01/24-06/30/25
Brian Cazaras	Football	YLHS	\$4271	08/23/24-11/01/24
Sarah Chapman	Song	YLHS	\$7500	08/27/24-06/12/25
Nathan Choi	Beach Volleyball CIF	Esperanza	\$265	04/15/24-04/18/24
Rosie Christiansen	Event Supervision	El Dorado	\$600	07/01/24-06/30/25
Robert Dabrieo	Men's Lacrosse	YLHS	\$5338	08/27/24-10/25/24
Oneyda Diaz	Event Supervision	Valencia	\$2500	07/01/24-06/30/25
Steve DiTolla	Football	YLHS	\$4271	08/23/24-11/01/24
Darius Fazli	Football	YLHS	\$4271	08/23/24-11/01/24
Berlyn Figueroa	Women's Volleyball	Valencia	\$1651	08/10/24-10/16/24
Patricia Flores	Event Supervision	El Dorado	\$600	07/01/24-06/30/25
Rigoberto Flores Quintana	Event Supervision	El Dorado	\$600	07/01/24-06/30/25
Salvador Flores	Football	YLHS	\$4271	08/23/24-11/01/24
Pamela Gagnon	Event Supervision	Esperanza	\$300	05/13/24-06/14/24
Gabrielle Garcia	Event Supervision	El Dorado	\$600	07/01/24-06/30/25
Carson Gonzalez	Men's Volleyball	YLHS	\$2500	02/17/24-04/20/24
Maria Lorena Gonzalez	Event Supervision	Valencia	\$2500	07/01/24-06/30/25
Jordyn Griggs	Women's Volleyball	Esperanza	\$3034	08/10/24-10/16/24
Kyle Hallerbach	Orchestra	Esperanza	\$1500	02/01/24-06/14/24
Daniel Hart	Men's Volleyball	YLHS	\$2500	02/17/24-04/20/24
Daniel Hart	Men's Volleyball	YLHS	\$5338	08/27/24-10/25/24
Mitchell Hautea	Band	Esperanza	\$1200	07/01/24-08/23/24
Sabra Hayden	Event Supervision	El Dorado	\$600	07/01/24-06/30/25
Ignacio Herrera	Event Supervision	El Dorado	\$600	07/01/24-06/30/25
Aubrey Kettering	Dance	Esperanza	\$4843	09/01/24-06/13/25
Emma Khamo	AP Proctor	YLHS	\$625	05/06/24-05/24/24
Anna Koclanakis	Cheer	El Dorado	\$6030	07/01/24-03/30/25

Booster Funded Co-Curricular Assignments

<u>Employee</u>	<u>Assignment</u>	<u>Site</u>	<u>NTE Amount</u>	<u>Effective (Cont'd)</u>
Kaitlynn Kossick	Women's Lacrosse	YLHS	\$3034	11/13/23-02/03/24
Odalys Laborde	Event Supervision	Valencia	\$2500	07/01/24-06/30/25
Gianna Lopez	Song	YLHS	\$8000	08/27/24-06/12/25
Matt Lucas	Event Supervision	El Dorado	\$600	07/01/24-06/30/25
Sabrina Lundberg	Song	YLHS	\$10,000	08/27/24-06/12/25
Sabrina Lundberg	Song Choreography	YLHS	\$7000	08/27/24-11/30/24
Carol Martinez	Event Supervision	El Dorado	\$600	07/01/24-06/30/25
Ryan Martinez	Event Supervision	El Dorado	\$600	07/01/24-06/30/25
Denise May	Event Supervision	El Dorado	\$600	07/01/24-06/30/25
Maria Mejia	Event Supervision	Valencia	\$2500	07/01/24-06/30/25
Jeanne Melodia	Event Supervision	El Dorado	\$600	07/01/24-06/30/25
Jacob Miller	Baseball	YLHS	\$3207	02/10/24-04/27/24
Shane Nagatani	Orchestra	Esperanza	\$1500	02/01/24-06/14/24
Anthony Negron	Athletic Timer/Scorekeeper	Valencia	\$2000	07/01/24-06/30/25
Khristopher Nelson	Event Supervision	El Dorado	\$600	07/01/24-06/30/25
Ryan Nichols	Event Supervision	El Dorado	\$600	07/01/24-06/30/25
Ryan Ortega	Event Supervision	Valencia	\$2500	07/01/24-06/30/25
Caden Perkins	Women's Volleyball	YLHS	\$4271	08/10/24-10/16/24
Colin Powers	Men's Water Polo	YLHS	\$4271	08/12/24-10/23/24
Ashley Pruitt	Event Supervision	El Dorado	\$600	07/01/24-06/30/25
Nate Ramirez	Event Supervision	El Dorado	\$600	07/01/24-06/30/25
Lara Raymond	Event Supervision	El Dorado	\$600	07/01/24-06/30/25
Lara Raymond	Event Supervision	Valencia	\$2500	07/01/24-06/30/25
Margaret Reddick	Cheer	YLHS	\$10,000	08/27/24-06/12/25
Margaret Reddick	Cheer Choreography	YLHS	\$1000	08/27/24-02/28/25
Lynn Ridenour	Football	YLHS	\$4271	08/23/24-11/01/24
Shane Roach	Women's Lacrosse	YLHS	\$3034	11/13/23-02/03/24
Steven Rodriguez	Athletic Timer/Scorekeeper	Valencia	\$2000	07/01/24-06/30/25
Danielle Rumary	Event Supervision	El Dorado	\$600	07/01/24-06/30/25
Muneer Saied	Event Supervision	El Dorado	\$600	07/01/24-06/30/25
Claudia Serna	Event Supervision	Valencia	\$2500	07/01/24-06/30/25
Joseph Serna	Event Supervision	El Dorado	\$600	07/01/24-06/30/25
Richard Shube	Cheer	YLHS	\$10,000	08/27/24-06/12/25
Richard Shube	Cheer Choreography	YLHS	\$1000	08/27/24-02/28/25
Kelly Smith	Event Supervision	El Dorado	\$600	07/01/24-06/30/25
Mala Somaiah	Event Supervision	El Dorado	\$600	07/01/24-06/30/25
Mala Somaiah	Event Supervision	Valencia	\$2500	07/01/24-06/30/25
Michael Stewart	Event Supervision	El Dorado	\$600	07/01/24-06/30/25
Mitchell Stutz	Football	YLHS	\$4271	08/23/24-11/01/24
Adam Suarez	Event Supervision	El Dorado	\$600	07/01/24-06/30/25
Karina Ta	Cheer	El Dorado	\$1147	06/01/24-06/30/24
Laurana Tetzlaff	Band	Esperanza	\$5000	09/02/24-06/13/25
Raymond Tintari	Band	Esperanza	\$875	07/01/24-08/23/24
Amanda Wernli	Event Supervision	El Dorado	\$600	07/01/24-06/30/25
Tina Wilson	Event Supervision	El Dorado	\$600	07/01/24-06/30/25
Elizabeth Woodling	Event Supervision	El Dorado	\$600	07/01/24-06/30/25
Abigail Young	Women's Volleyball	YLHS	\$4271	08/10/24-10/16/24
Chang Yue	Orchestra	Esperanza	\$1500	02/01/24-06/14/24
Josh Zaha	Football	YLHS	\$4271	08/23/24-11/01/24

Child Care Program: Child Care Teacher I: Short Term: NTE 150 Hrs., Substitute, NTE 8 Hrs., All Sites

<u>Employee</u>	<u>Effective</u>
Mackenzie Cooper Watson	06/03/24-06/13/24

Summer Sports Camps, NTE \$5,400, 07/01/24-08/30/24

<u>Employee</u>	<u>Site</u>	<u>Sport Assignment</u>
Jacob Adams	El Dorado	Track
Madisyn Adams	Esperanza	Cheer/Song
Alona Aguilera	El Dorado	Soccer
Nathaniel Alam	El Dorado	Baseball
William Allgeier	El Dorado	Soccer
Jonah Almanzar	Valencia	Women's Dance
Devon Ames	Valencia	Water Polo/Swim
Tucker Amidon	YLHS	Men's Lacrosse
John Amin	Esperanza	Men's Basketball
Bryan Anderson	El Dorado	Football
Michael Arias	Valencia	Women's Basketball
Vidal Arista	YLHS	Cross Country
Eric Ayala	El Dorado	Football
Vincent Ayala	Esperanza	Baseball
Barry Baldwin	YLHS	Women's Basketball
Anthony Ballester	Esperanza	Men's Basketball
Joseph (Jojo) Ballester	Esperanza	Men's Basketball
Joseph Ballester	Esperanza	Men's Basketball
Andrew Bauhofer	El Dorado	Men's Lacrosse
Kyle Bell	Esperanza	Baseball
Brandon Bento	El Dorado	Football
Garret Boaz	El Dorado	Basketball
Luis Borja	El Dorado	Soccer
Katie Bowers	YLHS	Cheer/Song
Steve Bowers	YLHS	Football
Zachary Brushwyler	Esperanza	Women's Lacrosse
Richi Burrell	YLHS	Football
Makenna Calderon	El Dorado	Soccer
Don Campbell	YLHS	Cross Country
Eric Campos	YLHS	Flag Football
Eduardo Carrasco-Maldonado	Esperanza	Men's Soccer
Dayza Carrera	Valencia	Cheer/Song
John Castro	Esperanza	Men's Lacrosse
Donald Chadez	Esperanza	Cross Country
Angela Conley	El Dorado	Tennis
Kevin Cralley	El Dorado	Soccer
Robert DaBrieo	YLHS	Men's Lacrosse
Daren De Heras	Esperanza	Men's Wrestling
Daren De Heras	Esperanza	Women's Wrestling
James De Leon	El Dorado	Women's Lacrosse
Ben Di Buono	El Dorado	Men's Lacrosse
Ted Dickinson	Esperanza	Softball
Fred DiPalma	Valencia	Football
Steve DiTolla	YLHS	Football
Anthony Draft	Esperanza	Football
Troy Duncan	YLHS	Men's Soccer

Summer Sports Camps, NTE \$5,400, 07/01/24-08/30/24

<u>Employee</u>	<u>Site</u>	<u>Sport Assignment</u>
Hayden Dunn	El Dorado	Football
Martin Dunn	El Dorado	Football
Kyle Enos	Esperanza	Cross Country
Berlyn Figueroa	Valencia	Volleyball
Asjia Fletcher	El Dorado	Song
Owen Furuta	Valencia	Men's Basketball
Mirza Gallardo	YLHS	Cross Country
Owen Galasso III	Esperanza	Football
Owen Galasso IV	Esperanza	Football
William Garcia	Esperanza	Men's Soccer
Alex Godoy	YLHS	Men's Basketball
Carson Gonzalez	YLHS	Volleyball
Carson Gonzalez	YLHS	Women's Lacrosse
Davis Gonzalez	YLHS	Volleyball
Jordyn Griggs	Esperanza	Men's Volleyball
Jordyn Griggs	Esperanza	Women's Volleyball
Michael Gualtieri	El Dorado	Cross Country
Chelsey Haardt	YLHS	Flag Football
Greg Hammersmith	El Dorado	Football
Greg Hammersmith	El Dorado	Track
Karl (Eric) Hansen	Valencia	Tennis
Daniel Hart	YLHS	Men's Volleyball
Daniel Hart	YLHS	Women's Lacrosse
Nicholas Heinle	Esperanza	Football
Christian Holiday	Esperanza	Men's Wrestling
Christian Holiday	Esperanza	Women's Wrestling
Austin Human	El Dorado	Cross Country
Margaret Human	El Dorado	Cross Country
Kyle Janes	Valencia	Baseball
Darryl Jenkins	El Dorado	Football
Ethan Johnson	El Dorado	Men's Lacrosse
Zachary Johnson	Valencia	Flag Football
Mike Kim	Valencia	Wrestling
Teresa Klausmeier	El Dorado	Cross Country
Kaitlyn Kossick	YLHS	Women's Lacrosse
Taylor Lawson	El Dorado	Basketball
Sarah Lee	YLHS	Cheer/Song
Madison Lewis	El Dorado	Women's Lacrosse
George Lopez	Valencia	Cheer/Song
Gianna Lopez	YLHS	Cheer/Song
Sabrina Lundberg	YLHS	Cheer/Song
Steven McManus	El Dorado	Men's Soccer
Kamryn Melton	El Dorado	Women's Basketball
Jay Mericle	Esperanza	Swimming
Jay Mericle	Esperanza	Water Polo
Hannah Miller	Valencia	Women's Dance
Robert Moreno	Valencia	Women's Basketball
Robert Moreno	Valencia	Football
Becky Morilla	El Dorado	Song
Dale Mullins	El Dorado	Football
Anthony Negron	Valencia	Football

Summer Sports Camps, NTE \$5,400, 07/01/24-08/30/24 (Cont'd)

<u>Employee</u>	<u>Site</u>	<u>Sport Assignment</u>
Khris Nelson	El Dorado	Basketball
Daniel Nemoseck	Valencia	Football
David Pacheco	Valencia	Cross Country
Ashley Pak	El Dorado	Song
Michael Palacios	Valencia	Men's Basketball
Jack Patino	El Dorado	Track
Jacob Patterson	El Dorado	Men's Lacrosse
Jazmin Perez	El Dorado	Women's Basketball
Caden Perkins	YLHS	Women's Lacrosse
Anthony Piscitelli	El Dorado	Football
Bradley Poma	El Dorado	Water Polo/Swim
Jaden Pugh	El Dorado	Baseball
Dan Pulos	Esperanza	Baseball
Gilbert Quintero	El Dorado	Football
Gilbert Quintero	El Dorado	Men's Wrestling
Bodie Quirk	El Dorado	Tennis
Enrique Ramirez	Valencia	Women's Soccer
Luis Ramirez	Esperanza	Football
Nathan Ramirez	El Dorado	Football
Matthew Raya	El Dorado	Women's Basketball
Tucker Raya	El Dorado	Women's Basketball
Margaret Reddick	YLHS	Cheer/Song
Danielle Rumary	El Dorado	Women's Basketball
Muneer Saieed	El Dorado	Basketball
Emily Salazar	YLHS	Softball
Daniel Sanchez	El Dorado	Football
Brandon Schalliol	Valencia	Men's Soccer
Madisyn Scott	Esperanza	Women's Lacrosse
Jon Shaddow	El Dorado	Football
Richard Shube	YLHS	Cheer/Song
Nicole Siess	YLHS	Softball
Madison Stanley	El Dorado	Women's Lacrosse
Shannon Steen	El Dorado	Dance
Robert Stowell	Esperanza	Men's Volleyball
Hani Sultan	Esperanza	Men's Volleyball
Christiane Sundstrum	El Dorado	Soccer
Amy Swearingen	El Dorado	Tennis
Amy Swearingen	El Dorado	Women's Lacrosse
John Talamoni	Valencia	Football
Rebecca Taul	El Dorado	Softball
Steve Teran	YLHS	Flag Football
Rich Toro	YLHS	Men's Golf
Rich Toro	YLHS	Women's Golf
Paul Tran	El Dorado	Men's Lacrosse
Ed Tunstall	Esperanza	Softball
McKenzie Turman	El Dorado	Softball
James Valverde	Esperanza	Flag Football
James Valverde	Esperanza	Women's Basketball
Darryl Vergolino-Holiday	Esperanza	Men's Wrestling
Darryl Vergolino-Holiday	Esperanza	Women's Wrestling
Bryce Wada	El Dorado	Men's Lacrosse

Summer Sports Camps, NTE \$5,400, 07/01/24-08/30/24 (Cont'd)

<u>Employee</u>	<u>Site</u>	<u>Sport Assignment</u>
Nicole Wada	YLHS	Women's Basketball
Trevor Wada	El Dorado	Men's Lacrosse
Richard White	Valencia	Men's Basketball
Shawn Wickoff	YLHS	Flag Football
Jason Word	Valencia	Football
Abigail Young	YLHS	Women's Lacrosse
Enrique Zuniga Lomeli	Esperanza	Men's Soccer

2024 Summer School Support Staff Short Term Hours: ESY, Enrichment, IMPACT, Credit Recovery, Summer Camp

<u>Employee</u>	<u>NTE Hrs</u>	<u>Reason</u>	<u>Site</u>	<u>Effective</u>
Sara Bissell	150	Sec I	George Key	06/17/24-08/16/24
Carol Coates	150	Sec I	Woodsboro	06/17/24-08/16/24
Ayerim Flores	150	Sec I	Valadez	06/24/24-07/25/24
Laura Gonzalez	150	Sec I	El Camino	06/24/24-07/25/24
Lorena Gonzalez	150	Sec I	Valencia	06/17/24-08/16/24
Mili Hernandez	90	Bil Clerk I	Melrose	06/24/24-07/25/24
Piyorasa Li	150	Sec I	Fairmont	06/24/24-07/25/24
Marisol Lopez	150	Sec I	Van Buren	06/17/24-08/16/24
Anthony Negron	150	Sec I	Valencia	06/24/24-07/25/24
Leslie Ramirez	150	Bil Sec I	Melrose	06/24/24-07/25/24
Blanca Raya	150	Sec I	Rio Vista	06/24/24-07/25/24

PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
CERTIFICATED HUMAN RESOURCES REPORT
Board of Education Regular Meeting
June 4, 2024

Resignation

<u>Employee</u>	<u>Site</u>	<u>Position</u>	<u>Effective</u>
Melanie Carmona	Woodsboro	Principal	06/28/24
Richard Dinh	YLHS	Principal	06/30/24
Erisha Garcia	Tynes	Speech Therapist	06/14/24
Jennifer Garcia	Tynes	Speech Therapist	06/14/24
Allen Goddard	B-Yorba	Teacher	06/14/24
Damion Laning	Travis MS	Teacher	06/14/24
Haley Luyben	Yorba Linda MS	Teacher	06/14/24
Scott Mazurier	El Camino	Principal	06/30/24
Nicholas Nuss	Travis MS	Teacher	06/14/24
Katlyn Riggs	Brookhaven	Teacher	06/14/24
Amy Takamoto	Tynes	Speech Therapist	06/14/24

Retirement

<u>Employee</u>	<u>Site</u>	<u>Position</u>	<u>Effective</u>
Marquise Hawley	Elem PE	Teacher	06/15/24
Kathryn Maucher	Teacher	Tynes	06/15/24
Diana Thomas	TOSA	Ed Svs	06/15/24

Employ

<u>Teacher</u>	<u>Subject</u>	<u>Site</u>	<u>Status</u>	<u>Salary</u>	<u>Effective</u>
Susan Parker	Math	Esperanza	Temp	Col 4, St 1 \$64,015	04/08/24

Leaves of Absence

<u>Employee</u>	<u>Position</u>	<u>Site</u>	<u>Reason</u>	<u>Effective</u>
Jane Huff	Teacher	Glenknoll	Medical	05/16/24-06/14/24
Dana Humphrey	Teacher	El Dorado	Maternity/Bonding	05/20/24-11/11/24
Jeanette Laakso	Speech Ther	Valencia	Medical	05/21/24-06/14/24
Olivia Lytton	Teacher	Valencia	Medical	05/08/24-06/14/24

Extra Duty Assignments

<u>Employee</u>	<u>Site</u>	<u>Extra Duty</u>	<u>Hrly Rate</u>	<u>Hours</u>	<u>Effective</u>
Daune Abadie	Rose Drive	Math Intervention	\$55	1	03/15/24-03/28/24
Rachel Aguilar	Tynes	Attend IEP Mtg	\$55	15	05/01/24-06/13/24
Krystle Altenbach	Rose Drive	After School Art Prg	\$28	20	05/03/24-06/07/24
Rebecca Anderson	Buena Vista	Imaginology Event	\$28	16	03/12/24-06/13/24
Rebecca Anderson	Buena Vista	STEAM Night	\$28	8	03/12/24-06/13/24
Jeff Bailey	Ed Svs	USI Planning	\$55	20	04/22/24-06/14/24
Tammy Boydston	YLMS	Bobcat Bakers	\$55	20	04/01/24-06/14/24
Katherine Burrows	Ruby Drive	PBIS Coordinator	\$55	10	08/27/24-06/12/25
Mykaela Clemmer	El Dorado	Comm Svs Coord	\$55	100	08/22/24-06/13/25
Carmen Coindreau	George Key	Venture Choir	\$28	30	04/08/24-06/14/24
Amy De Friese	Buena Vista	Prep Hybrid Class	\$55	10	03/12/24-06/13/24
Katie DeGraffenreid	Ed Svs	AVID Site Coord	\$55	3	05/13/24-06/12/24
Keith Dellalonga	YLMS	Class Size Overage	\$55	20	08/24/24-06/14/24
Leonel Diaz	Exp Learn	Musical	\$55	25	04/26/24-06/13/24
Inge Eppink	Ruby Drive	AVID Coordinator	\$55	15	08/27/24-06/12/25

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>
Carrie Fain	Buena Vista	English Tutor	\$28	6	04/08/24-06/13/24
Beth Fisher	B-Yorba	OCSCS Support	Per Diem	10/Day	02/07/24-06/30/24
Wendy Fong	Buena Vista	STEAM Night Prep	\$55	6	03/12/24-06/13/24
Bincins Garcia	YLHS	Arts Grant Coord	\$55	30	04/26/24-06/14/24
Lisette Garcia	Spec Ed	Attend IEP Mtg	\$55	2	04/22/24-06/14/24
Rhonda Guerrero	Human Resc	Sub Teacher	\$28	1	04/29/24-04/29/24
Janmarie Halliday	Woodsboro	Meet the Masters	\$55	70	04/08/24-06/13/24
Jessica Hastings	Ed Svs	Home Hospital	\$55	40	05/06/24-06/13/24
Alexis Hightower	Fairmont	Attend IEP Mtg	\$55	1	05/01/24-05/01/24
Mark Honig	YLHS	Sr Awards Coord	\$55	20	04/01/24-05/22/24
Gary Hung	Elem Music	Honor Group	\$55	10	01/29/24-03/18/24
		Conductor			
Kaylee Jacovelli	Woodsboro	Math Intervention	\$28	20	04/15/24-05/09/24
Marcus Jones	Ed Svs	USI Planning	\$28	20	04/22/24-06/14/24
Keith Kish	Buena Vista	Photo & Video	\$55	60	03/12/24-06/13/24
Dana Leon	Buena Vista	Classroom Contest	\$55	10	03/12/24-06/13/24
Nancy Miller	Linda Vista	After School Tutor	\$55	10	04/15/24-06/13/24
Daniel Nemoseck	Kraemer	After School Prg	\$28	15	05/01/24-06/13/24
Erika Ontiveros	Fairmont	Attend IEP Mtg	\$55	1	04/24/24-04/24/24
Irene Pearson	Buena Vista	Art Show	\$55	20	03/12/24-06/13/24
Mark Pederson	El Dorado	Articulation &	\$55	3	04/01/24-06/14/24
		Transition Mtg Prep			
Keith Peery	Glenknoll	PE Aide Support	\$55	150	08/27/24-06/12/25
Christine Perez	Buena Vista	Online Crafting	\$55	20	03/12/24-06/13/24
Joseph Perez	Kraemer	After School Prog	\$28	10	04/08/24-06/13/24
Cozette Pettit	El Dorado	Saturday School	\$55	5	05/04/24-05/04/24
Jennifer Rasic	Golden	Math Intervention	\$55	20	05/06/24-05/09/24
Kaitlyn Reuter	Valencia	Saturday School	\$55	5	05/04/24-05/04/24
Alexis Reyes Cruz	Valencia	Math Tutor	\$55	34	02/13/24-05/09/24
Cathrine Sain	Exp Learn	Rio After Sch Prg	\$55	25	04/26/24-06/13/24
Vanessa Sandoval	Glenview	Math Academy	\$55	20	04/25/24-05/09/24
Lyndsey Smith	YLMS	AVID Site Coord	\$55	5	12/18/23-06/14/24
Makenna Smith	Spec Ed	Home Instr Support	\$55	18	06/17/24-08/21/24
Eric Stoffel	Mabel Paine	PE Aide Support	\$55	15	08/27/24-06/12/25
John Teal	Valencia	Saturday School	\$28	5	04/20/24-04/20/24
Jenny Valerio	Ruby Drive	Plan School Events	\$55	10	08/27/24-06/12/25
Heather Waugh	Esperanza	Saturday School	\$55	5	05/04/24-05/04/24
Jennifer Wong	Morse	Language Concepts	\$55	20	04/12/24-06/13/24

Bernardo-Yorba, Proctor Math/Challenge Test, \$55/Hr., NTE 20 Hrs., 04/01/24-06/13/24

Pamela Arroyo

Juliet Oh

Buena Vista, Imaginology Event Table at OC Fair, \$55/Hr., NTE 16 Hrs., 03/12/24-06/13/24

Wendy Fong

Dana Leon

Irene Pearson

Christine Perez

Buena Vista, Language Arts Support, \$55/Hr., NTE 10 Hrs., 03/12/24-06/13/24

Irene Pearson
Kim Peck

Buena Vista, Meet the Masters Program, \$55/Hr., NTE 20 Hrs., 03/12/24-06/13/24

Wendy Fong
Irene Pearson

Buena Vista, STEAM Night, \$55/Hr., NTE 4 Hrs., 03/12/24-06/13/24

Amy Defriese
Kelly Felten
Wendy Fong
Keith Kish
Dana Leon
Irene Pearson
Kim Peck
Christine Perez
Judy Rehbarg
Dan Sobschak

Educational Services, Middle School Track Coaching, \$55/Hr., NTE 24 Hrs., 03/20/24-05/08/24

Isaias Campuzano
Kristine Cavallo
Marisa Cruz
Sevastian Duran
William Garcia
Matthew Homstad
Timothy Huhn
Michael Huicochea
Matthew LeGrand
Leticia Long
Joseph Perez
David Russell
Brian Shay
Dianne Torres
Jennifer Villasenor
Terrance Wroblewski

Educational Services, TOSA Projects, \$55/Hr., NTE 160 Hrs., 08/27/24-06/12/25

Jennifer Fouladi
Maria Hepps
Alma Obkircher-Padilla
Kimberly Schultz

El Dorado, Math Intervention, \$55/Hr., NTE 36 Hrs., 08/22/24-06/13/25

Melissa Chavez
Laura Crays
Eric Hoenigman
Jason Kim
Sam Lee
Eddie Lu
Catherine Manalo
Rolfe Nasr

El Dorado, Math Intervention, \$55/Hr., NTE 36 Hrs., 08/22/24-06/13/25 (Cont'd)

Eddie Rodriguez
Lauren Simmons
Eugene Tsuda

Esperanza, Saturday School, \$55/Hr., NTE 5 Hrs., 04/27/24

Tom Freeman
Lynn Magnin

Glenknoll, Math Intervention, \$55/Hr., 04/29/24-06/14/24

<u>Employee</u>	<u>NTE Hrs</u>
Jessica Leonard	24
Danielle Miller	2

Morse, Teacher Collaboration Foundational Skills, \$55/Hr., NTE 4 Hrs., 04/24/24-06/28/24

Amy Alvarez
Marlene Beltran
Jennifer Callahan
Nicole Fairfield
Adriana Garcia-Ruiz
Julie Lama
Lynette Parelli
Mark Passarella
Claudia Sundstrom
Ana Zamora-Lopez

Ruby Drive, Classroom Move, \$55/Hr., NTE 8 Hrs., 04/29/24-06/27/24

Lindsey Barnett
Coleen Jelensky
Mary Lawrence
Jenna Redwine

Ruby Drive, Professional Development Inclusion Best Practices and Planning, \$55/Hr., NTE 3 Hrs., 06/17/24-06/20/24

Colleen Jelenski
Ashmi Mehta
Mary Sanchez
Jenny Valerio

Ruby Drive, Data Collection for PBIS Plans, \$55/Hr., NTE 5 Hrs., 08/27/24-06/12/25

Claire Morrill
Mary Sanchez

Sierra Vista, Math Intervention, \$55/Hr., NTE 20 Hrs., 04/15/24-05/10/24

Isabel Jackle
Leanne Olson

Special Education, Academic Support and Schoolwork for Home Instruction, \$55/Hr., 04/08/24-06/14/24

<u>Employee</u>	<u>NTE Hrs</u>
Garrett Bentley	20
Kristina Dawdy	20
Raymond Hertenstein	48
Makenna Smtih	30

Special Education, Assessments and IEPs, \$55/Hr., 04/12/24-06/14/24

<u>Employee</u>	<u>NTE Hrs</u>
April Chaney	10
Maria Corral	15
Jennifer Ehlen	11
Sara Grant	15
Mary Le	8
Saede Lussier	6
Lena Miller	10
Mark Pederson	10
David Quintero	6

Special Education, HS Department Chair Mtg., \$55/Hr., NTE 3 Hrs., 04/12/24-06/14/24

Sarah Belsey
Meredith Castro
Irene Papavasiliou
Mark Pederson
Valerie Steinbergs

Topaz, GLAD and Thinking Map Training, \$55/Hr., NTE 6 Hrs., 04/29/24-06/14/24

Emilee Benham
Elvira Bermudez
Priscilla Bishop
Michelle Chavez
Heather Christman
Andrea Cronin
Ticiana Doty
Shannon Gibson
Marisela Gutierrez
Rossana Hamilton
Michael Hedderig
Lisa MacDonald
Daniella Martinez
Salvador McBenttez
Rachel Moss
Minerva Pena
Jessica Sandoval
Mary Skates
Stacy Stevens
Danielle VanPool

Tuffree, Math Tutoring, \$55/Hr., NTE 139 Hrs., 08/27/24-06/12/25

Vanessa Collins
David Gonzalez

Tynes, Meet the Masters Training, \$55/Hr., NTE 3 Hrs., 04/15/24-05/03/24

Tanya Amaral
Carin Benner
Athiah Chaudry
Ashley Eskew
Rubi Gil Arevalo
Susan Gruber
Shealee Hazlett
Beatriz Millan
Krystal Santa Ana
Briana Seward

Valencia, Science Olympiad Academic Coach, \$55/Hr., NTE 2 Hrs., 09/01/23-06/12/24

<u>Employee</u>	<u>NTE Hrs</u>
Brady Bilhartz	2
Rebecca Bonet	45
Douglas Lauder	2
Linda Leonard	45
Sergio Narez	30
Leslie Rose	45
Veronica Vandeventer	15
James Womack	2
Jocelyn Young	15

Woodsboro, Attend IEP Meetings, \$55/Hr., NTE 10 Hrs., 04/08/24-06/14/24

Janeen Hill
Veronica Pena

Yorba Linda HS, Set Up Art Show, \$55/Hr., NTE 10 Hrs., 04/29/24-05/31/24

Kelly Fritz
Brent Hendry
Jeff Schumerth

Yorba Linda HS, Saturday School, \$55/Hr., NTE 5 Hrs., 05/04/24

Kelly Buchan
Brian Goebel
Connor Hipwell
Collin Layana

Stipends

<u>Employee</u>	<u>Site</u>	<u>Assignment</u>	<u>NTE Amount</u>	<u>Effective</u>
Ligia Alvarado-Stowell	Ruby Drive	Admin Designee	\$2491	08/22/24-06/13/25
Amy Huhn	Glenknoll	Admin Designee	\$2491	08/22/24-06/13/25
Karen Skokan	Morse	Admin Designee	\$1246	08/27/24-06/12/25
Kristin Tesoro	Morse	Admin Designee	\$1246	08/27/24-06/12/25

Educational Services, AVID Institute, NTE \$300, 07/01/24-07/31/24

<u>Employee</u>	<u>Site</u>
Priscilla Bishop	Topaz
Tara Bloomquist	Golden
Michelle Chavez	Topaz
Heather Christman	Topaz

Educational Services, AVID Institute, NTE \$300, 07/01/24-07/31/24 (Cont'd)

<u>Employee</u>	<u>Site</u>
Vanessa Collins	Tuffree
Erik Cook	Tuffree
Sidney Garcia	Tuffree
Darshelle Lapworth	Tuffree
Kim Newmyer	Glenknoll
Jill Romero	YLHS

El Dorado, Department Chair, 08/22/24-06/13/25

<u>Employee</u>	<u>Chair/Subj</u>	<u>NTE Amount</u>
Tiffany Badger	2/ELD & AVID	\$3265
Uriel Barba	1/AVID	\$1632
Donald Bladow	1/Health/Career	\$1632
Laura Crays	4/Math	\$6530
Shan Lawson	3/PE	\$4897
Carmen Linares	4/For Lang	\$6530
Brendan Newberry	4/Soc Sci	\$6530
Kathryn Oberle	4/Science	\$6530
Mark Pederson	4/Spec Ed	\$6530
Cozette Pettitt	4/Lang Arts	\$6530
Jeffery Picou	2/Visual Arts	\$3265
Kathleen Switzer	2/Perf Arts	\$3265
Candace Tingley	1/PBIS	\$1632

Esperanza, Department Chair, 08/22/24-06/13/25

<u>Employee</u>	<u>Chair/Subj</u>	<u>NTE Amount</u>
Bradley Davis	2/Perf Arts	\$3265
Jason Goettsche	3/For Lang	\$4897
Kevin Kowalski	1/Visual Arts	\$1632
Whitney Leonard	4/Lang Arts	\$6530
Whitney Leonard	1/AVID	\$1632
Debbie Mariotti	4/Math	\$6530
Kressler Nguyen	2/Science	\$3265
Frank Perez	1/WASC	\$1632
Catherine Platz	1/Library	\$1632
Tyler Rex	1/Health	\$1632
Susan Sawyer	1/CTE	\$1632
April Vanderhook	2/Science	\$3265
Keri Walters	1/PE	\$1632
Heather Waugh	4/Social Sci	\$6530

Fairmont, Lead Teacher, NTE \$816, 08/22/24-06/13/25

Mary Le
Lisa Smith

Rose Drive, Outdoor Science Program, NTE \$502, 05/08/24-05/10/24

Harvey Armbrust
Kelly Willey

Ruby Drive, Lead Teacher, 08/27/24-06/13/25

<u>Employee</u>	<u>NTE Amount</u>
Katherine Burrows	\$408
Inge Eppink	\$408
Colleen Jelensky	\$816
Alesa Kerr	\$816

Special Education, Speech and Language Pathologist Consulting Clinical Supervisor, 08/24/23-06/14/24

<u>Employee</u>	<u>NTE Amount</u>
Julia Beresford	\$600
Jeanette Laakso	\$1200
Kathleen Rodriguez-Ukes	\$2500

Valencia, Department Chair, 08/22/24-06/13/25

<u>Employee</u>	<u>Chair/Subj</u>	<u>NTE Amount</u>
Megan Arthurton	2/Perf Arts	\$3265
Sarah Belsey	2/Special Ed	\$3265
Brady Bilhartz	4/Science	\$6530
Tanya Borg	4/Math	\$6530
Alyson Dixon	4/Lang Arts	\$6530
Barry Gardner	1/Health	\$1632
Corinna Harnett	2/AVID	\$3265
David Hatori	3/Foreign Lang	\$4897
Brian Johnson	3/Web Master	\$4897
Irene Kapetanos	2/Special Ed	\$3265
Dwight Osborne	3/Business	\$4897
Rachel Poirier	1/Social Media Coord	\$816
Charles Reta	4/Social Science	\$6530
Lauren Schultz	2/Fine Arts	\$3265
John Van Dam	2/PE	\$3265

Yorba Linda HS, Department Chair, 08/22/24-06/13/25

<u>Employee</u>	<u>Chair/Subj</u>	<u>NTE Amount</u>
John Baughman	1/PE	\$1632
Bincins Garcia	1/Perf Arts	\$1632
Nicholas Gerasimou	1/Health/Career	\$1632
Brent Hendry	2/Visual Arts	\$3265
Scott Herrick	4/Math	\$6530
Sarah Phillips	1/Library	\$1632
Jennifer Pilkenton	4/Science	\$6530
Stacy Shube	4/Lang Arts	\$6530
Rey Lejano	4/Social Science	\$6530
Nereida Nunez	3/World Language	\$4897

District Funded Co-Curricular Assignments

<u>Stipends</u>	<u>Site</u>	<u>Co-Curricular Assignment</u>	<u>NTE Amount</u>	<u>Effective</u>
Megan Arthurton	Valencia	Choir Director	\$6514	08/22/24-06/13/25
Brady Bilhartz	Valencia	Science Olympiad	\$1517	09/01/23-05/30/24
Donald Bladow	El Dorado	Academic Coach	\$1186	08/22/24-06/13/25
Kelly Buchan	YLHS	Academic Coach	\$2135	08/22/24-06/13/25
Richard Cadra	YLHS	Academic Coach	\$5447	08/22/24-06/13/25
Sunshine Cavalluzzi	El Dorado	Newspaper	\$610	08/22/24-06/13/25

District Funded Co-Curricular Assignments

<u>Stipends</u>	<u>Site</u>	<u>Co-Curricular Assignment</u>	<u>NTE Amount</u>	<u>Effective (Cont'd)</u>
Mykaela Clemmer	El Dorado	Academic Coach	\$1186	08/22/24-06/13/25
Laura Crays	El Dorado	Newspaper	\$610	08/22/24-06/13/25
Charlene Dagampat	YLHS	Academic Coach	\$5447	08/22/24-06/13/25
Brad Davis	Esperanza	Marching Band Director	\$7582	08/22/24-06/13/25
Jessica Dutton	El Dorado	Academic Coach	\$2134	08/22/24-06/13/25
Matthew Fang	Esperanza	Orchestra Director	\$3203	08/22/24-06/13/25
Tara Filowitz	Valencia	Drama Advisor	\$5338	08/22/24-06/13/25
Chris Fitzgerald	Esperanza	Flag Football	\$3034	08/19/24-11/02/24
Jason Gray	Valencia	Hd Football & Longevity	\$7582	08/23/24-11/01/24
Ashley Haney	Esperanza	Boys Water Polo	\$3034	08/12/24-10/23/24
Shea Hazelaar	Esperanza	Dance	\$5338	08/22/24-06/13/25
Yasmeen Horn	El Dorado	Academic Coach	\$1067	08/22/24-06/13/25
Roy Hull	Esperanza	Speech & Debate	\$4271	08/22/24-06/13/25
Amber Juarez	Valencia	Cheer	\$5338	08/22/24-06/13/25
Richard King	Valencia	Instrumental Director	\$4379	08/22/24-06/13/25
Michael Klein	Esperanza	Choir Director	\$5338	08/22/24-06/13/25
Douglas Lauder	Valencia	Science Olympiad	\$1517	09/01/23-05/30/24
Whitney Leonard	Esperanza	Yearbook Advisor	\$4271	08/22/24-06/13/25
Matthew Mahoney	Valencia	Football & Longevity	\$5447	08/23/24-11/01/24
Steven Marshall	Ed Svs	MS Wrestling	\$1320	02/26/24-04/12/24
Rolfe Nasr	El Dorado	Newspaper	\$1220	08/22/24-06/13/25
Kressler Nguyen-Valdez	Esperanza	Academic Decathlon	\$3738	08/22/24-06/13/25
Kathryn Oberle	El Dorado	Academic Coach	\$2134	08/22/24-06/13/25
Patrick O'Donnell	El Dorado	Yearbook	\$5447	08/22/24-06/13/25
Rebecca Orkin	Esperanza	Academic Decathlon	\$1708	08/22/24-06/13/25
Isaac Owens	Esperanza	Hd Girls Volleyball	\$5097	08/10/24-10/16/24
Frank Perez	Esperanza	Newspaper Advisor	\$4271	08/22/24-06/13/25
Cathy Petz	YLHS	Drama	\$6514	08/22/24-06/13/25
Rachel Poirier	Valencia	Newspaper	\$4271	08/22/24-06/13/25
Shawn Racobs	Valencia	Football	\$5447	08/23/24-11/01/24
Calen Rau	Valencia	Academic Coach	\$2848	08/22/24-06/13/25
Kaitlyn Reuter	Valencia	Academic Coach	\$2848	08/22/24-06/13/25
Eric Samson	El Dorado	Instrumental Director	\$4629	08/22/24-06/13/25
Marlon Santizo	El Dorado	Choir	\$5338	08/22/24-06/13/25
Sarah Shay	YLHS	Annual Advisor/Yearbook	\$5447	08/22/24-06/13/25
Sarah Shay	YLHS	Newspaper	\$5447	08/22/24-06/13/25
Stacy Shube	YLHS	Cheer	\$6514	08/22/24-06/13/25
Kelly Smith	El Dorado	Academic Coach	\$2134	08/22/24-06/13/25
Nicole Soukup	Valencia	Yearbook Advisor	\$4271	08/22/24-06/13/25
Kathleen Switzer	El Dorado	Newspaper	\$610	08/22/24-06/13/25
Kathleen Switzer	El Dorado	Drama	\$6514	08/22/24-06/13/25
Candace Tingley	El Dorado	Newspaper	\$1116	08/22/24-06/13/25
Bruce Topping	Valencia	Instrumental Director	\$4379	08/22/24-06/13/25
Nathan Vega	Valencia	Academic Coach	\$2848	08/22/24-06/13/25
Rilee Williams	El Dorado	Cheer	\$5338	08/22/24-06/13/25
Amanda Wolf	El Dorado	Academic Coach	\$3486	08/22/24-06/13/25
James Womack	Valencia	Science Olympiad (2 sem)	\$7282	09/01/23-06/14/24

Booster Funded Co-Curricular Assignments

<u>Stipends</u>	<u>Site</u>	<u>Co-Curricular Assignment</u>	<u>NTE Amount</u>	<u>Effective</u>
Michael Ashe	El Dorado	Event Supervision	\$600	07/01/24-06/30/25
Scott Boveia	El Dorado	Event Supervision	\$600	07/01/24-06/30/25
Laura Crays	El Dorado	Event Supervision	\$600	07/01/24-06/30/25
Brad Davis	Esperanza	Hd Band	\$1000	07/01/24-08/23/24
Ray Elliott	El Dorado	Event Supervision	\$600	07/01/24-06/30/25
Armon Fayyazi	YLHS	Wrestling	\$4271	08/26/24-10/25/24
Vicki Garcia	El Dorado	Event Supervision	\$600	07/01/24-06/30/25
Leilani Green	El Dorado	Event Supervision	\$600	07/01/24-06/30/25
Mark Honig	YLHS	Wrestling	\$4271	08/26/24-10/25/24
Zachary LaMonda	El Dorado	Event Supervision	\$600	07/01/24-06/30/25
Luke Lussier	YLHS	Wrestling	\$4271	08/26/24-10/25/24
Jennifer Maddock	El Dorado	Event Supervision	\$600	07/01/24-06/30/25

Summer Sports Camps, NTE \$5400.00, 07/01/24-08/30/24

<u>Stipends</u>	<u>Site</u>	<u>Sport Assignment</u>
Oscar Abreu	YLHS	Boys Basketball
Jon Aed	YLHS	Football
Mark Ahlberg	El Dorado	Football
Austin Avina	YLHS	Football
Jeff Bailey	YLHS	Hd Football
Brady Bilhartz	Valencia	Hd Flag Football
Donald Bladow	El Dorado	Hd Flag Football
Gary Bowers III	YLHS	Football
Britney Brown	El Dorado	Hd Volleyball
Britney Brown	El Dorado	Gils Volleyball
Allison Burns	Valencia	Girls Hd Basketball
Karly Carazo	El Dorado	Water Polo/Swim
Robert Casaba	Valencia	Girls Hd Lacrosse
Darius Cervantes	YLHS	Hd Baseball
Jaclyn Chavez	YLHS	Girls Hd Volleyball
Melissa Chavez	El Dorado	Hd Softball
Melissa Chavez	El Dorado	Hd Golf
Mykaela Clemmer	El Dorado	Girls Lacrosse
Mykaela Clemmer	El Dorado	Hd Flag Football
John Domen	YLHS	Football
Brock Dunn	El Dorado	Football
Jacob Eazell	El Dorado	Hd Lacrosse
Jazmine Garcia	YLHS	Girls Hd Lacrosse
Barrett Gardner	Valencia	Hd Soccer
Jason Gray	Valencia	Hd Football
Chris Hobson	YLHS	Boys Basketball
Alicia Jacinto	Valencia	Hd Cross Country
Stirley Jones	YLHS	Girls Basketball
Zachary LaMonda	El Dorado	Hd Football
Zachary LaMonda	El Dorado	Hd Track
Steve Lawson	El Dorado	Girls Hd Wrestling
Collin Layana	YLHS	Water Polo/Swim
Mike Lorge	Valencia	Girls Basketball
William M. Lucas	El Dorado	Hd Baseball
Jeff Maes	Valencia	Boyd Hd Wrestling
Matt Mahoney	Valencia	Wrestling

Summer Sports Camps, NTE \$5400.00, 07/01/24-08/30/24 (Cont'd)

<u>Stipends</u>	<u>Site</u>	<u>Sport Assignment</u>
Matt Mahoney	Valencia	Football
Catherine Manalo	El Dorado	Softball
Charlie Mayfield	Valencia	Baseball
Ryan Mounce	El Dorado	Boys Hd Basketball
Patrick O'Donnell	El Dorado	Girls Hd Lacrosse
Agustine Oropeza	YLHS	Football
Jason Pietsch	YLHS	Boys Hd Basketball
David Quintero	Valencia	Football
Shawn Racobs	Valencia	Football
Tyler Rex	Esperanza	Boys HD Volleyball
Colette Riggs	Valencia	Hd Softball
Joe Secoda	Valencia	Hd Baseball
Stacy Shube	YLHS	Hd Cheer-Song
Thomas Storing	YLHS	Football
Jason Sweet	El Dorado	Track
Jason Sweet	El Dorado	Soccer
Kevin Sweet	El Dorado	Boys Basketball
Kyle Thomas	El Dorado	Hd Soccer

Substitute Teacher, 2023-2024 SY

Marissa Garcia
Amy Leigh