

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

Tuesday, June 3, 2025 at 3:30 PM

District Educational Center

1301 E. Orangethorpe Ave.

Placentia, CA 92870

Study Session - 3:30 PM

Closed Session - 5:00 PM

Open Session - 6:00 PM

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

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

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

A special performance by the Esperanza High School String Quartet featuring Connor Yang, Mark LeCompte, Kiyone Tsuchida, and Alea Andronaco, under the direction of Orchestra Director Matthew Fang.

Page

1. CALL TO ORDER


A Regular Meeting of the Board of Education of the Placentia-Yorba Linda Unified School District, called by Marilyn Anderson, President, in accordance with Government Code Section 54950 et. seq., and Education Code Section 35140 et seq., is to be held at 3:30 p.m., Tuesday, June 3, 2025 at the District Educational Center, 1301 E. Orangethorpe Avenue, Placentia, CA.

2. PUBLIC COMMENT ON STUDY SESSION

An opportunity for public comment is provided at this time regarding Orange County School of Computer Science (OCSCS) charter only.

3. STUDY SESSION

17 - 24

- Orange County School of Computer Science (OCSCS) Charter [OCSCS Board Study Session.pdf](#) 

4. CLOSED SESSION PUBLIC COMMENTS

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

5. CLOSED SESSION

Adjourn to Closed Session for the purpose of discussing:

- 5.1 Public Employee Discipline/Dismissal/Suspension/Release/Leave/Assignment/Nonreelection/Nonreappointment/ Resignation/Reinstatement Pursuant to Government Code §54957
 - Non-Reelect Probationary Certificated Employee(s)
- 5.2 Personnel Matters Public Employee Appointments/Employment Pursuant to Government Code §54957
- 5.3 Conference with labor negotiators Dr. Allan Mucerino, Acting Superintendent; Joan Velasco, Interim Assistant Superintendent, Administrative Services; Yolanda Mendoza, Acting Assistant Superintendent, Human Resources
 - CSEA
 - APLE
 - PLUM
- 5.4 Conference with Legal Counsel—Anticipated Litigation Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code Section 54956.9: unknown number of cases
- 5.5 Claim(s)
 - General Liability Claim No. 655084

6. REGULAR SESSION

Reconvene to Regular Session at _____ p.m.

7. REPORT OF BOARD ACTION TAKEN IN CLOSED SESSION

8. PLEDGE OF ALLEGIANCE TO THE FLAG

9. ROLL CALL

10. APPROVAL OF AGENDA

Approve the June 3, 2025 Board of Education agenda as presented.

11. 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. Individuals are reminded that they are expected to abide by the Civility Policy at all times while on district properties, including, but not limited to, hallways, restrooms, lobbies, and parking lots. Any individual who, during a school board meeting, disrupts with violence or threatens to disrupt with violence school/office operations or threatens the safety of any individual attending or participating in the Board meeting will be reported to the police immediately.

Additionally, if there are any disruptions or interference of the Board's ability to conduct its meeting, the disruptive parties will be given one warning. If the disruption continues, you will be informed that the Board President has found you disruptive in violation of Penal Code Section 403, Education Code Section 32210, and the Board President will order you removed from the meeting under Government Code 54957.9, 54957.95. If removing one or several disruptive parties does not restore order, the Board President will exercise their authority to clear the room in accordance with Government Code 54957.9.

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.

12. RECOGNITIONS

- International Student Program






- Reflections National Award of Excellence
- You are the Advantage: Linda Badillo

13. PRESENTATIONS

25 - 41

- Preschool to Profession [Preschool to Profession FINAL.pdf](#) 

14. PUBLIC HEARINGS

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|------|---|-----------|
| 14.1 | <p>A public hearing will be held relative to the adoption of the 2025-26 Local Control and Accountability Plan (LCAP) for the District.</p> <p>Public hearing open: _____</p> <p>Public hearing closed: _____</p> <p>2025 Local Control and Accountability Plan PYLUSD.pdf </p> | 42 - 296 |
| 14.2 | <p>A public hearing will be held relative to the adoption of the 2025-26 Local Control and Accountability Plan (LCAP) for the Orange County School of Computer Science (OCSCS).</p> <p>Public hearing open: _____</p> <p>Public hearing closed: _____</p> <p>2025-26 OCSCS LCAP.pdf </p> | 297 - 394 |
| 14.3 | <p>A public hearing will be held relative to the adoption of the 2025-26 Proposed Budget for the district and for the Orange County School of Computer Science.</p> <p>Public hearing open: _____</p> <p>Public hearing closed: _____</p> <p>Public Notice FLYER IN ENGLISH 6-30-2025.pdf  Publication SPANISH - 6-30-25.pdf </p> | 395 - 396 |
| 14.4 | <p>A public hearing will be held relative to PYLUSD Instructional Community Plan (ICP).</p> <p>Public hearing open: _____</p> <p>Public hearing closed: _____</p> <p>2025 Instructional Continuity Plan (ICP) Placentia-Yorba Linda Unified School District 20250522.pdf </p> | 397 - 411 |

15. PUBLIC COMMENT

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

16. ACTION ITEMS - HUMAN RESOURCES

- 16.1 Approve the Acting Superintendent Contract for Renee Gray, Assistant Superintendent of Student Support Services. 412 - 413

[Acting Superintendent Agreement - Renee Gray \(2\).docx](#) 

17. CONSENT CALENDAR

Actions proposed for Consent Calendar (block vote) items are consistent with approved practices of the district and are deemed routine in nature. Since trustees receive Board agenda backup information in advance of scheduled meetings, they are prepared to vote with knowledge on the block vote items.

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

Approve the following listed recommendations.

18. CONSENT CALENDAR - SUPERINTENDENT

- 18.1 Approve district membership in the Orange County School Boards Association for the 2025-26 school year. 414 - 415

[OCSBA membership detail.docx](#)  [2025-26 OCSBA Membership Letter.pdf](#) 

19. CONSENT CALENDAR - BUSINESS SERVICES

- 19.1 Award Bid No. 225-11 for the replacement of kilns at El Dorado and Valencia High Schools to New Dimension General Construction, Inc. Project Nos. 5508 and 5509. 416 - 419









[Bid 225-11, Kiln Replacement detail.docx](#)  [New Dimension Bid 225-11 Agreemt..docx](#) 

- 19.2 Approve contract renewal per Bid No. 221-05 for fiber fall and mulch installation services to RWP Transfer, Inc., dba Recycled Wood Products, effective July 1, 2025 through June 30, 2026. 420

[Bid 221-05, Fiber Fall & Mulch Detail.docx](#) 

- 19.3 Approve contract renewal per RFP No. 2021-02 for facility equipment services to Control Air Enterprises, LLC and F.M. Thomas Air Conditioning, Inc., effective July 1, 2025 through June 30, 2026. 421











[RFP 2021-02, Facility Equip. Detail.docx](#) 

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| 19.4 | Approve contract renewal per RFP No. 2021-03 for emergency restoration services to CRT Restoration Inc., dba ServPro of Downey, Montebello, Compton & Vernon, effective July 1, 2025 through June 30, 2026.
RFP 2021-03, Restoration Serv. Detail.docx  | 422 |
| 19.5 | Approve a consultant services agreement to provide school facility planning and financing services with School Facility Consultants, effective July 1, 2025 through June 30, 2026.
School Facility Consult. Detail.docx  School Facility Consultants Proposal.pdf  | 423 - 425 |
| 19.6 | Approve renewal of the consultant services agreement for project management and planning service for various projects with Schoolhaus Advisors, Inc., effective July 1, 2025 through June 30, 2026.
Schoolhaus Advisors Detail.docx  | 426 |
| 19.7 | Approve contract renewal per Unit Bid No. 221-06 for landscaping and irrigation services to Johnson Landscapes, effective July 1, 2025 through June 30, 2026.
Bid 221-06, Landscape Details.docx  | 427 |
| 19.8 | Approve contract renewal of Unit Bid No. 222-01 for plumbing services with Ironwood Plumbing, Inc. and Pacific Plumbing Company, effective July 1, 2025 through June 30, 2026.
Bid 222-01, Plumbing Detail.docx  | 428 |
| 19.9 | 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, 2025 through June 30, 2026.
Bid 222-06, Painting Services Detail.docx  | 429 |
| 19.10 | 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, 2025 through June 30, 2026.
Bid 223-06, Gen. Contractor Detail.docx  | 430 |
| 19.11 | Approve contract renewal for Unit Bid No. 223-10 for | 431 |






flooring installation services to I&B Flooring and Signature Flooring, Inc., effective July 1, 2025 through June 30, 2026.

[Bid 223-10, Floor Installation Detail.docx](#) 

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| 19.12 | Approve contract renewal for Unit Bid No. 223-11 for fencing services to JM Justus Fence Company and Econo Fence, Inc., effective July 1, 2025 through June 30, 2026.
Bid 223-11, Fencing Detail.docx  | 432 |
| 19.13 | Approve contract renewal for Unit Bid No. 223-12 for tree trimming removal and inventory services to West Coast Arborists, effective July 1, 2025 through June 30, 2026.
Bid 223-12, Tree Trimming Detail.docx  | 433 |
| 19.14 | Approve the architectural services agreement for architectural design services for the west campus charter school project at Esperanza High School with Studio Plus Architecture Corp., Project No 11715.
Studio Plus, EHS West Detail.docx  Studio + EHS West Fencing ProposaL.pdf  | 434 - 436 |
| 19.15 | Approve an increase to the authorized amount for general construction services with New Dimensions and Easterday Construction Services per Unit Bid No. 223-06 through June 30, 2025.
Bid 223-06 Increase Detail.docx  | 437 |
| 19.16 | Approve district organizational membership in California Association of School Business Officials, effective July 1, 2025 through June 30, 2026.
CASBO Membership Detail.docx  CASBO Membership Detail.pdf  | 438 - 439 |
| 19.17 | Approve the agreement for legal services with Atkinson, Andelson, Loya, Ruud and Romo, effective July 1, 2025 through June 30, 2026.
AALRR Renewal Detail.docx  AALRR Agreeemt. 2025-26.docx  | 440 - 446 |
| 19.18 | Approve renewal of year three of the agreement for legal services with Tao/Rossini through November 30, 2026.
Tao Rossini Renewal Detail.docx  | 447 |

19.19	Approve the consultant services agreement – Fiscal Services – as listed in accordance with Board Policy No. 4124, Retention of Consultants. MGT Impact Solution Detail.docx  MGT Impact Solutions Agreemt..pdf 	448 - 458
19.20	Approve the agreement with Nigro & Nigro, PC, to perform financial audits for the fiscal years ending June 30, 2026, 2027, and 2028. Nigro&Nigro Detail.docx  Nigro & Nigro 2025-28.pdf 	459 - 470
19.21	Award Bid No. 225-13 for the purchase of a H150 Horizontal Wrapper to the Platinum Packaging Group, Inc. Bid 225-13, H150M Wrapper Detail.docx 	471
19.22	Approve the Joint Powers Agreement with Orange County Department of Education for courier service, effective July 1, 2025 through June 30, 2026. Courier Service Detail.docx 	472
19.23	Approve an increase to the authorized amount for the purchase and delivery of custodial supplies and equipment with Glasby Maintenance Supply Company through September 13, 2026. Bid 224-03 Increase Detail.docx 	473
19.24	Approve renewal of the agreement for voluntary long-term insurance with AGIS Network Insurance Services Corporation, broker for UNUM Life Insurance Company of America, effective October 1, 2025 through September 30, 2026. UNUM Detail.docx 	474
19.25	Approve contract renewal for mandated medical services with Brea Urgent Care, effective July 1, 2025, through June 30, 2026. Brea Urgent Care Detail.docx 	475
19.26	Approve insurance renewal for overnight field trip insurance with Myers-Stevens & Toohey & Co., Inc., effective July 1, 2025, through June 30, 2026. Overnight Field Trip Ins..docx 	476




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| 19.27 | Approve accidental death and dismemberment insurance provided by National Union Fire Insurance Company of Pittsburgh, PA, effective October 1, 2025, through September 30, 2026.
ADD Ins. Detail.docx  | 477 |
| 19.28 | Approve renewal of the Protected Insurance Program for Schools Joint Powers Authority, effective July 1, 2025 to June 30, 2026.
PIPS JPA Detail.docx  | 478 |
| 19.29 | Approve renewal of the agreement for workers' compensation third-party administration with Keenan & Associates, effective July 1, 2025, to June 30, 2026.
Keenan TPA Detail.docx  | 479 |
| 19.30 | Approve renewal of the agreement to provide property and liability insurance with Southern California ReLiEF, effective July 1, 2025, through June 30, 2026.
SCR Property & Liab. Ins. Detail.docx  | 480 |
| 19.31 | Approve contract renewal for Bid No. 222-08 for telephone and voicemail maintenance and service with Digital Telecommunication Systems, effective July 1, 2025 through June 30, 2026.
Bid 222-08, Telephone Detail.docx  | 481 |
| 19.32 | Approve renewal of the virtual district membership with SchoolStream, a division of Right Response, LLC, effective July 1, 2025 through June 30, 2026.
SchoolStream Detail.docx  | 482 |
| 19.33 | Approve the Participation Agreement No. 10007341 for School-Based Medi-Cal Administration Activities with Orange County Superintendent of Schools, effective July 1, 2025 through June 30, 2026.
SMAA Detail.docx  SMAA(10007341)2025-26.pdf  | 483 - 507 |
| 19.34 | Approve renewal of the contract for Bid No. 223-14 for transportation services to Certified Transportation Services, Inc., Whittier Christian High School, Hot Dogger Tours, dba Gold Coast Tours, and First Student, Inc, effective July 1, 2025 through June 30, 2026. | 508 |

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| 19.35 | Approve renewal of the five-year agreement for student transportation solution software with Tyler Technologies' Traversa, effective July 1, 2025 through June 30, 2029.
Traversa Detail.docx  | 509 |
| 19.36 | Approve contract renewal for on-site testing services with Mobile Screening Solutions, Inc., effective July 1, 2025 through June 30, 2026.
Mobile Screening Detail.docx  | 510 |
| 19.37 | Approve Amendment No. 4 to extend the Lease of Property Agreement with the city of Anaheim for 5.72 acres of property adjacent to Rio Vista Elementary School through July 25, 2050.
Rio Vista Lease Agreemt. Detail.docx  Rio Vista Amend. 4.pdf
 | 511 - 514 |
| 19.38 | Reject Claim No. 655084 presented to the district by the Ngo Law Firm.
Claim 655084.docx  | 515 |



20. CONSENT CALENDAR - CURRICULUM AND INSTRUCTION



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| 20.1 | Approve the agreement with Growth Opportunities Through Athletics, Learning, and Service (GOALS) for recreation services at Morse and Topaz Elementary Schools during the 2025 Summer Expanded Learning Enrichment Camps.
GOALS June 2025.docx  GOALS Contract Summer Recreation 2025.pdf  | 516 - 520 |
| 20.2 | Approve the annual services agreement with School Health Corporation for AED maintenance for the Expanded Learning classrooms from July 1, 2025 through June 30, 2026.
School Health (AEDs) .docx  Quote for School Health AEDs.pdf  School Health Management Svcs Agreement (AEDs) .pdf  | 521 - 530 |
| 20.3 | Approve the Independent Contractor Agreement with Fun Services to provide carnival games and activities at | 531 - 542 |



Bryant Ranch, Morse and Rose Drive Summer Camps
from July 15-July 18, 2025.


[Fun Services -Expanded Learning.docx](#)  [Fun Services -
Agreement.pdf](#)  [Fun Services ICA.pdf](#) 


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| 20.4 | Ratify the agreement with the REACH Foundation to provide FIRST LEGO League (FLL) Explore and Challenge Programs at elementary schools during spring 2025.



REACH First Lego League Program Spring 2025.docx  ICA-REACH-2024-2025.pdf  | 543 - 545 |
| 20.5 | Approve the Elementary K-5 Building Blocks of Literacy professional development partnership with OCDE for the 2025-26 school year.

OCDE K-5 Building Blocks of Literacy PD 2025-26.docx  OCDE-Service Proposal-Building Blocks of Reading 2025-26.pdf  | 546 - 549 |
| 20.6 | Approve the Elementary K-2 Summer Reading Intervention (Make Up Days) professional development partnership with OCDE for the 2025-26 school year.



OCDE K-2 Reading Intervention PD 2025-26.docx  OCDE-Proposal-Summer Reading Intervention.pdf  | 550 - 553 |
| 20.7 | Approve the agreement for use of the Irvine Ranch Outdoor Education Center for fifth- and sixth-grade students to attend overnight science camps during the 2025-26 school year.

Irvine Ranch Outdoor Education Center Science Camp 2025-26.docx  | 554 |
| 20.8 | Approve the agreements for use of Pali Institute for fifth- and sixth-grade students to attend overnight science camps during the 2025-26 school year.

Pali Institute Science Camp 2025-26.docx  | 555 |
| 20.9 | Approve the agreement for participation with OCDE and Inside the Outdoors for school assemblies and field trips during the 2025-26 school year.

Inside the Outdoors - 2025-26.docx  OCDE Inside the Outdoors - 25-26 School Year.pdf  | 556 - 576 |
| 20.10 | Approve the renewal agreement with FilmEd Academy of | 577 - 578 |

the Arts for high school video production programs during the 2025-26 school year.

[2025-26 Film Ed Agreement.docx](#)  [FilmEd 2025 QUOTE.pdf](#)


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| 20.11 | Approve renewal agreement with Turnitin, LLC for the 2025-26 school year for El Dorado High School, Valencia High School, Esperanza High School, Yorba Linda High School, and Parkview/Buena Vista Virtual Academy teachers.

Turnitin, LLC - Renewal Agreement 25-26.docx  Turnitin, LLC 25-26 Quote.pdf  | 579 - 583 |
| 20.12 | Approve renewal agreement with Explore Learning, LLC. (Gizmos) for secondary math/science teachers for the 2025-26 school year.






2025-26 Explore Learning LLC Gizmos.docx  PYLUSD Gizmos Renewal 2025-26.pdf  | 584 - 587 |
| 20.13 | Approve the TK-12 Educators Artificial Intelligence professional development partnership with OCDE from June 16-August 20, 2025.

OCDE K-12 PD Teacher Hours 2025.docx  OCDE Service Proposal - Summer Institute AI.pdf  | 588 - 591 |
| 20.14 | Approve the renewal agreement with GoGuardian for Pear Assessment Enterprise student licenses for the 2025-26 school year.





GoGuardian for Pear Assessment Enterprise Student Licenses.docx  Quote# Q-471238 - GoGuardian Pear Assessment 25-26.pdf  | 592 - 596 |
| 20.15 | Approve the license renewal agreement with Cengage to access digital accounting textbooks for the Financial Services CTE Pathway at Valencia High School during the 2025-26 school year.

Cengage Century 21 Renewal 25-26.docx  Quote# 00073507 - Cengage - VHS CTE.pdf  | 597 - 599 |
| 20.16 | Approve the agreement with University Training Center, Inc. to provide annual CPR, AED, first aid, and water safety training for all PYLUSD coaches during the 2025-26 school year.

2025 26 University Training Center, Inc..docx  2025-26 | 600 - 607 |

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| 20.17 | Ratify the extended school-sponsored field trip for the Yorba Linda High School Track and Field Championships in Clovis, CA May 29-June 1, 2025.
YLHS CIF State Track Meet.docx  | 608 - 609 |
| 20.18 | Ratify the school-sponsored field trip for El Dorado High School participation in the CIF State Track Meet in Clovis, California on May 30-31, 2025.
EDHS CIF State Track Meet.docx  | 610 - 611 |
| 20.19 | Approve the extended school-sponsored field trip for Yorba Linda High School ASB to attend the summer leadership camp in Angelus Oaks, California June 19-20, 2025.
YLHS ASB Leadership Camp.docx  | 612 - 613 |
| 20.20 | Accept gifts as listed, as such action is in compliance with Education Code Section 41032, and direct the Superintendent to send letters of appreciation.
Gifts for June 3, 2025.docx  | 614 - 615 |
| 20.21 | Accept grants as listed, as such action is in compliance with Education Code Section 41032, and direct the Superintendent to send letters of appreciation.
Grants for June 3, 2025.docx  | 616 |







21. CONSENT CALENDAR - STUDENT SUPPORT SERVICES

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| 21.1 | Approve the Independent Contractor Agreement with Language Network, Inc., effective July 1, 2025-June 30, 2026.
Language Network.docx  2025-26 Language Network Signed.pdf  | 617 - 619 |
| 21.2 | Approve the Master Contract with Cornerstone Educational Solutions, effective July 1, 2025-June 30, 2026.
25-26 Cornerstone Educational Services.docx  Cornerstone Educational Solutions 2025-2026 Master Contract .docx.pdf  | 620 - 664 |
| 21.3 | Approve the Master Contract with Zen Educate Inc., dba | 665 - 709 |





Zen Educate, effective July 1, 2025-June 30, 2026.

[Zen Educate Inc.docx](#)  [Zen Educate 2025-2026 Master Contract .pdf](#) 

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| 21.4 | Approve the Master Contract with Milestones Therapy Group, A Professional Speech-Language Pathology Corporation, effective July 1, 2025-June 30, 2026.
25-26 Milestones Therapy Group.docx  Milestones Therapy Group 2025-2026 Master Contract.docx.pdf  | 710 - 754 |
| 21.5 | Approve the Master Contract with Beyond Blindness, effective July 1, 2025-June 30, 2026.
25-26 Beyond Blindness.docx  Beyond Blindness 25-26 MC.docx.pdf  | 755 - 799 |
| 21.6 | Approve the Master Contract with Help for Brain Injured Children, Inc., dba Cleta Harder Developmental School, effective July 1, 2025-June 30, 2026.
25-26 Help for Brain Injured Children, Inc. dba Cleta Harder Developmental School.docx  HBIC Cleta Harder 2025-2026 Master Contract .docx.pdf  | 800 - 844 |
| 21.7 | Approve the Master Contract with Dynamic Education Services, Inc., effective July 1, 2025-June 30, 2026.
25-26 Dynamic Education Services.docx  Dynamic Education Services.docx (2).pdf  | 845 - 895 |
| 21.8 | Approve the Memorandum of Understanding (MOU) with the Orange County Superintendent of Schools Personnel Reimbursement, effective July 1, 2025-June 30, 2026.
OCDE Audiology MOU.docx  PYLUSD-Audiology-Personnel Reimbursement(10007448)25-26 (1).pdf  | 896 - 904 |
| 21.9 | Approve the service agreement with Paradigm Healthcare Services effective July 1, 2025-June 30, 2028.
Paradigm Health Care Services.docx  Paradigm Service Agreement.pdf  | 905 - 921 |
| 21.10 | Approve the agreement with School Health Corporation for the annual AED program management, effective July 1, 2025-June 30, 2026.
25 26 School Health Corporation.Detail.docx  AED School Health.pdf  | 922 - 923 |

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| 21.11 | Approve the affiliation agreement with the Regents of the University of California, Irvine (UCI), Department of Ophthalmology, effective July 1, 2025-June 30, 2026.
25- The Regents of the University of CA, Irvine.Detail.docx 
AFFILIATION AGREEMENT PLACENTIA-YORBALINDAUNIFIEDSCHOOLDISTRICT 2025-26 (1).pdf  | 924 - 937 |
| 21.12 | Approve the agreement with North Orange County Regional Health Foundation, dba Family Health Matters Community Health Center, effective July 1, 2025-June 30, 2026.
25 26 Family Health Matters.Detail.docx  Copy of Agreement with NOCRHF-Family Health Matters (2025-26) .docx.pdf  | 938 - 948 |
| 21.13 | Approve the memorandum of understanding with AltaMed for mobile dental care services, effective July 1, 2025-June 30, 2026.
25 26 AltaMed MOU.docx  ALTA MED - Business Associate Addendum - PYLUSD.pdf  | 949 - 959 |
| 21.14 | Approve the subscription agreement with Raptor Technologies for the Visitor Management, Raptor Emergency Management, Subscription, Compliance and Success Program Level III, effective July 1, 2025-June 30, 2026.
Raptor Contract Memo 6 25.docx  Sales Order SO107682 (1) (1).pdf  | 960 - 961 |
| 21.15 | Approve the purchase and subscription agreement with Committee for Children Second Step Grades K-8, Multi-Site and One-Time Purchase of Second Step K-5 Anti-Bullying Program effective July 1, 2025-June 30, 2028.
Second Step.docx  Placentia Yorba Linda USD 3 Year Quote #5064369.pdf  Placentia Yorba Linda USD BPU Quote 5064547.pdf  | 962 - 964 |
| 21.16 | Approve the reclassification of records listed as Class 1- permanent to Class 3-disposable and approve the destruction of the Class 3 records following legal codes and administrative regulations.
2025 Destruction of Records Board Memo (1).docx  2025 DESTRUCTION BOARD REPORT pdf.pdf  | 965 - 970 |

22. CONSENT CALENDAR - HUMAN RESOURCES

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| 22.1 | Renew the California Baptist University Clinical Experience Agreement effective June 4, 2025 to June 5, 2028.
Cal Baptist Clinical Agreement Detail.docx  Cal Baptist Clinical Agreement 2025.pdf  | 971 - 992 |
| 22.2 | Approve the Classified Human Resources Report.
Class Board 06-03-25.doc  | 993 - 1003 |
| 22.3 | Approve the Certificated Human Resources Report.
Cert Board 06-03-25.docx  | 1004 -
1012 |

23. ADJOURNMENT

Adjourn the June 3, 2025 Board of Education Meeting at
_____.



OCSCS Board Study Session

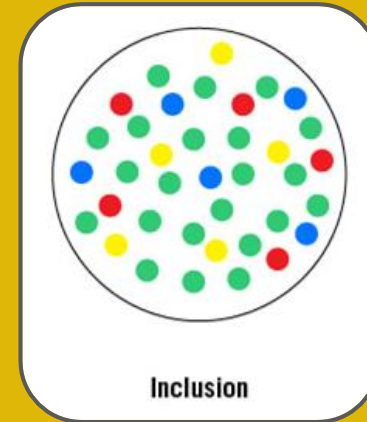
June 3, 2025

From Learners to Leaders

Our journey from Bernardo Yorba MS to OCSCS



Reflections on the Year



ORANGE COUNTY
SCHOOL OF COMPUTER SCIENCE
AT BERNARDO YORBA

Adjustments Made Prior to Jan 2025

Innovating

making adjustments in something established, especially by introducing new methods, ideas, or products.



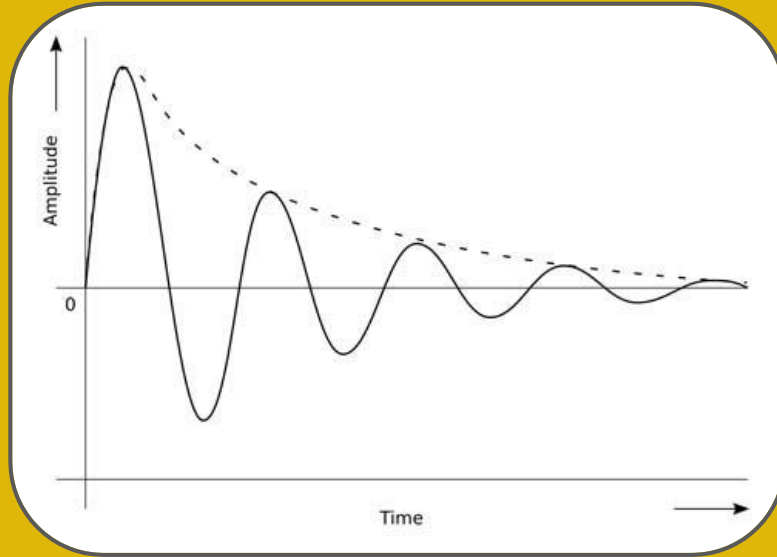
May Staff Study Session



Proposed Adjustments for Next Year



Looking Forward





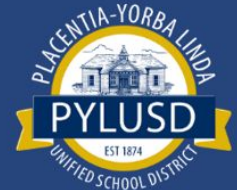
Thank you



preschool to profession

JUNE 3, 2025

Outcomes:



- Our **Mission** and **Vision**
- Impact of Inclusion and “Inclusive Service Delivery Models”
- Research and “WHY”
- Review Progress and Continuum of Inclusive Practices: Preschool through Graduation and into Adult life
 - 3 Year Preschool Inclusion Initiative
 - Sustaining the Momentum: K-12
 - Post Secondary: PLUS 2.0
 - Commitment: What will our next steps be?

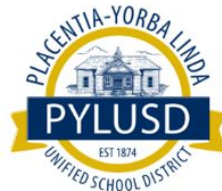
Special Education Department

MISSION

We value the elimination of silos in education through powerful learning opportunities aimed to equip each student for success now and in the future.

VISION

Staff will demonstrate collaborative ownership of ALL students' unique needs within the least restrictive, most appropriate environment.



Preschool to Profession: Continuum of Opportunities



Page 28 of 1012



Preschool

Inclusive Early
Childhood Settings



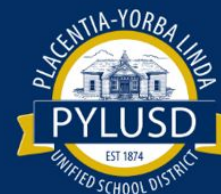
K-12

Collaborative Service
Delivery Models



Post-Secondary

Links to Community
Agency



Research Supporting Access and Inclusive Education

Students with disabilities who spend 80% or more of their time in general education settings

- **ELA** scores: **24.3** points higher
- **Math** scores: **18.4** points higher
- **22%** more likely to earn a **high school diploma** (*Indiana University, 2020; Journal of Educational Psychology, 2022*)

Inclusive settings promote:

- Increased self-esteem
- Foster the formation of friendships
- Sense of belonging for all students (*EduEdify 2022*)

Teachers in inclusive classrooms:

- Implemented more developmentally appropriate, sensitive, and responsive interactions with children compared to those in non-inclusive classrooms. (*Farran & Collins, 1996; Hestenes et al., 2008*)

"At Head Start, my child had the opportunity to be around other children in general ed, and I think that was important to see how the other children behave and learn, and the chance to interact with them often.

Having the support of both teachers during the school day, tons of communication, and everyone having the same goal of success has made such a huge impact."

-Parent of the Head Start Co-Taught



**Increase of General Education
Placements After Inclusive Preschool**

**Impact of Inclusive
Preschool
Placement Options**

Federal Requirements for Preschool Placement Under IDEA



0 - 3 YEARS OLD

Regional Center
Provides Services



3+ YEARS OLD

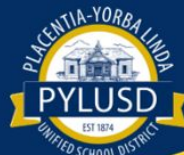
School District
Assess for Special Education



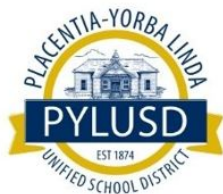
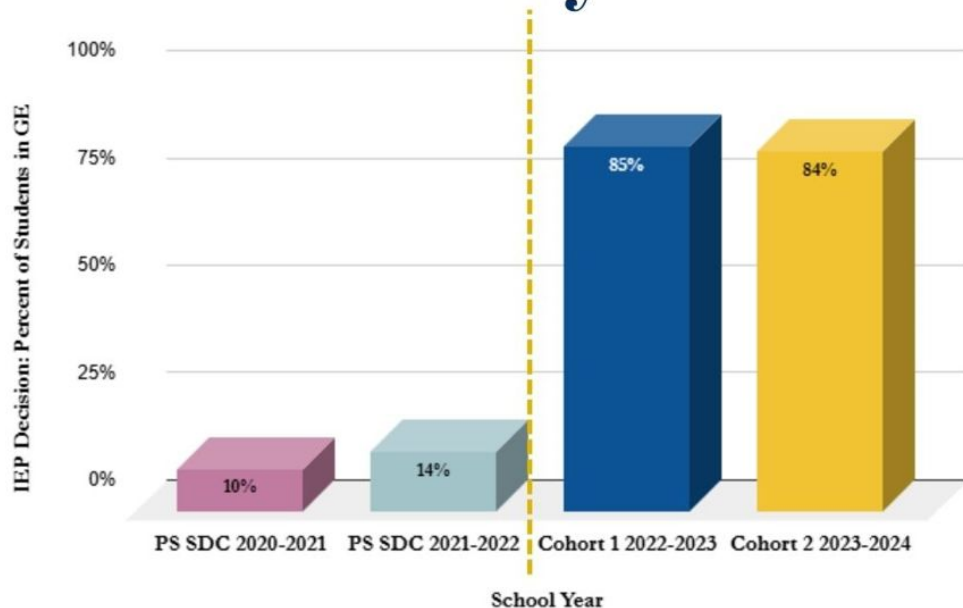
School District
Offer Placement for
Special Education

Fall 2022
PYL & Topaz Head Start
Inclusive Model

**On average, PYLUSD assesses approximately
300 preschoolers per year**

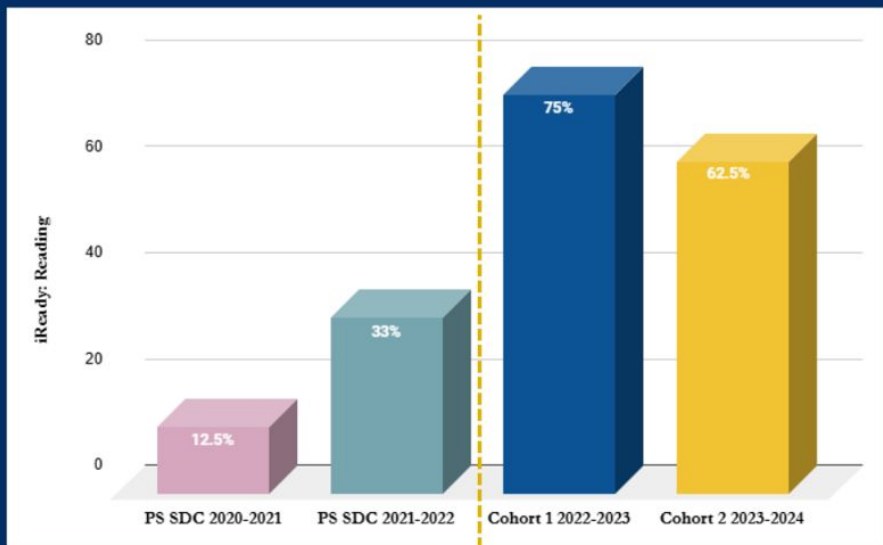


Percent of Preschoolers on IEPs Attending GE for Elementary School



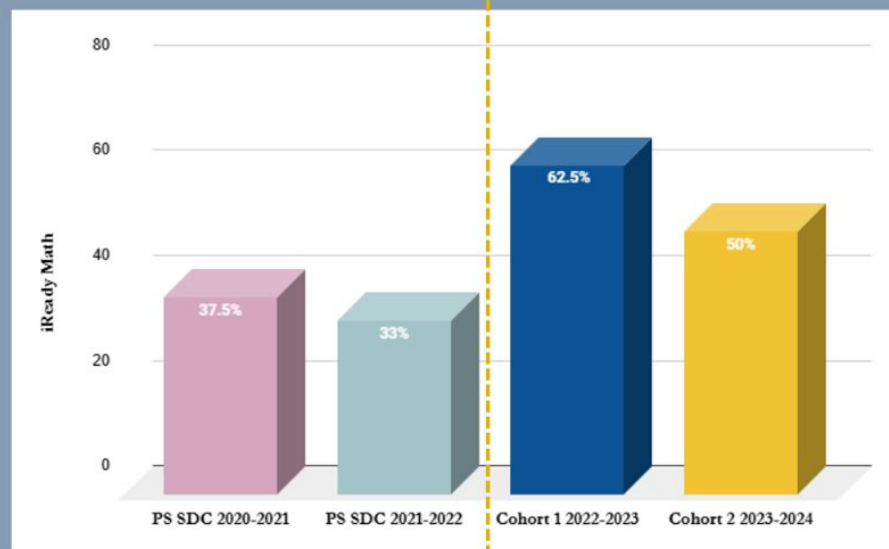
**Implementation of
Pilot Co-Taught Preschool**

Reading: iReady Diagnostic 2



Implementation of
Pilot Co-Taught Preschool

Math: iReady Diagnostic 2



Implementation of
Pilot Co-Taught Preschool

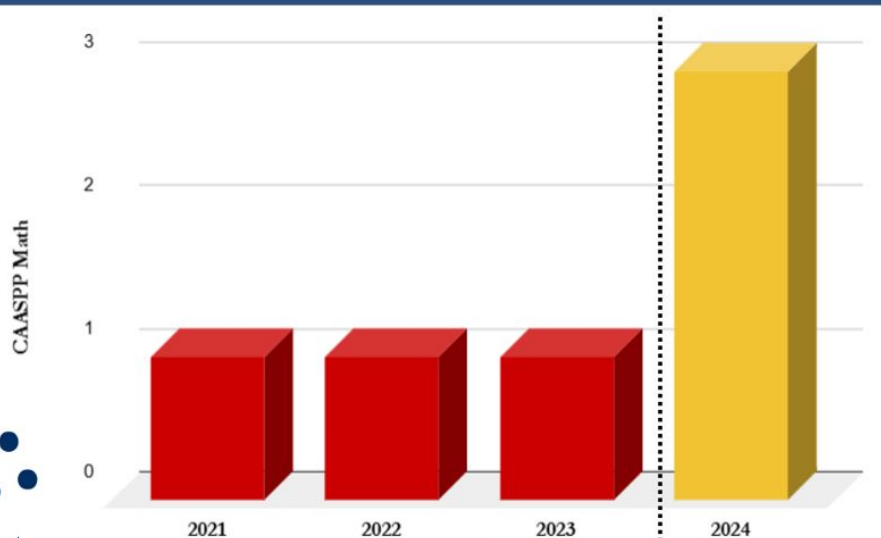
Cohort Data: Students with IEPs
Student Achievement Over Time



Ruby Drive K-6th Grade

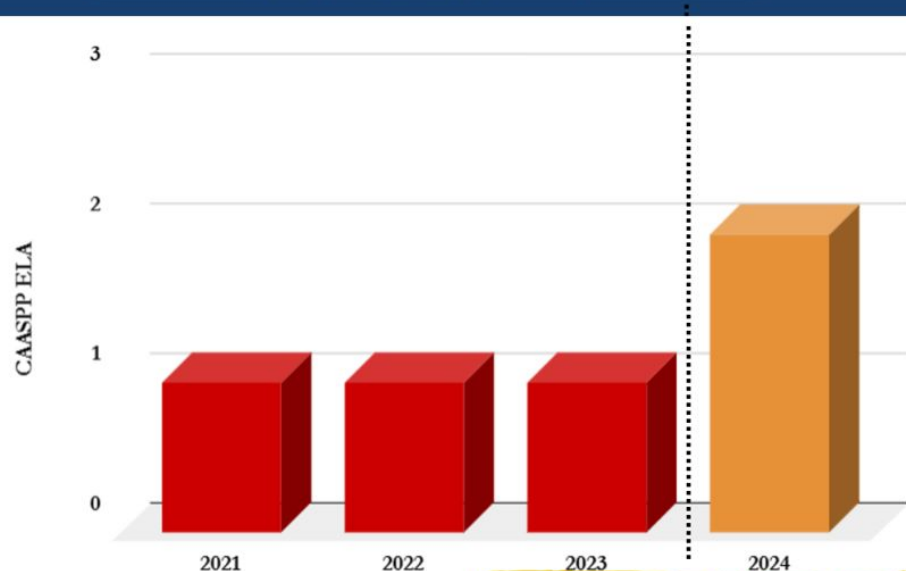
Sustaining the Momentum: Inclusive Practices K-12

CAASPP Math Performance Level Students with Disabilities



Implementation of
Collabortive Model

CAASPP Reading Level Performance Level Students with Disabilities



Implementation of
Collabortive Model



Red

LOWEST PERFORMANCE



Orange



Yellow



Green



Blue

HIGHEST PERFORMANCE

Statewide Trends: Declining Enrollment, Rising Special Education Needs

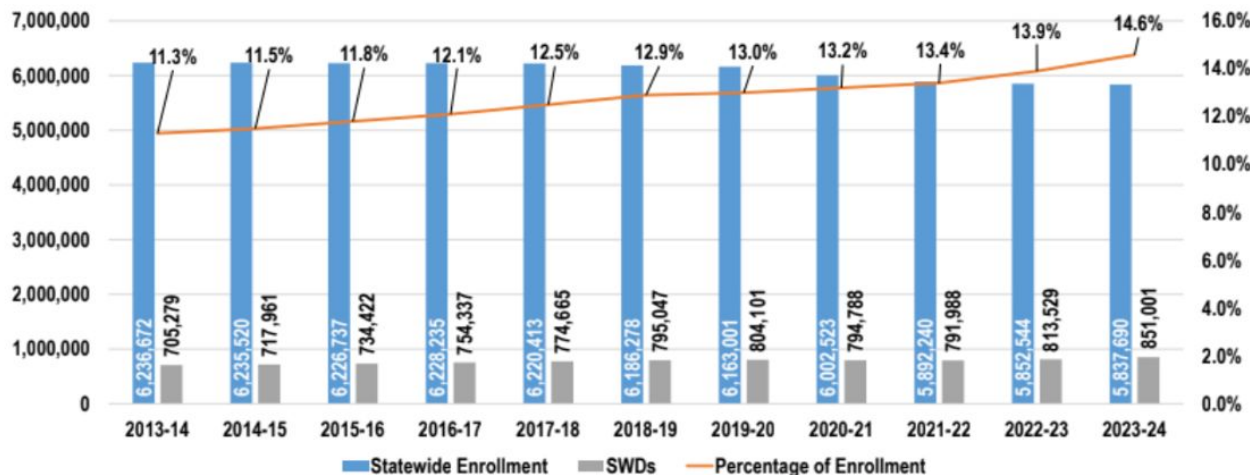
"The Inverse Correlation"

6

Statewide Enrollment and Incidence of Students with Disabilities



Consideration of statewide and local trends for enrollment can support projections for necessary revenues and program adjustments to meet the needs of students served by special education



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**Special Education is NOT a
“place”, it is a service.**



"Implementing full inclusion has greatly benefitted my students and helped me grow as an educator. UDL strategies are embedded in my classroom and lesson design, empowering all students, not just those with identified needs. It has created a classroom culture where differences are understood and respected, thereby fostering empathy and academic growth across our entire learning community."

-Emily Murray, GE ELA Teacher

OCSCS Vision: Every Child in General Education

- **Inclusive Vision**

- All students are supported in the general education classroom.
- Special Education students spend 95.83% of their day in the GE setting.

- **Collaborative Leadership**

- Dr. Fisher partnered with renowned expert Dr. Leann Jung to guide the work.

- **Staff-Wide Training**

- Every staff member was trained in research-based strategies to support all learners.

- **Universal Accommodations**

- Accommodations are embedded into daily instruction—for every lesson and every student.

- **Standards-Aligned Goals**

- Students set personalized goals directly connected to grade-level standards.
- Students are meeting their individual goals at an average of 83% and all students with disabilities are passing their core classes.

"Students totally belong in class and in the school community. Before, we were a separated community—now we are an inclusive one where everyone belongs"

-Michele Daetweiler, Educational Specialist

high school



Highlights from EHS

Individual Transition Plans (ITP):

- Supporting a student's dreams and goals for life after high school
 - Developing more robust and student-centered ITPs
- Educational pathways to real-world readiness

Next Steps:

Addressing complex schedules
Professional development on co-teaching
and best practices
Awareness and strengthening partnerships
with community agencies



The End Goal: Providing Students Work Experience and Employment Opportunities

North Orange County Regional Occupational Program

- Serves PYLUSD through a workability grant
- Provides students with disabilities training and support
 - Pre-employment skills
 - Vocational training
 - Work-based learning
 - Subsidized employment
 - Direct job placement

Placentia Linda Upward Success 2.0

Job placements in PYLUSD for ATP students



Our Goal 2025-2026

400

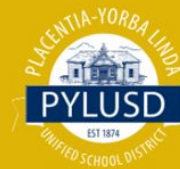
Total Students Served
by NOCROP

30

Subsidizes Job
Placement

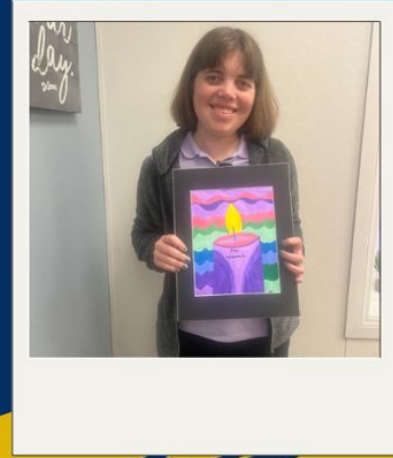
50

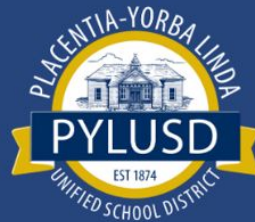
Direct Job
Placements



Preschool to Profession:

Pathways and opportunities for every student, every day.





Thank you!

Questions?

LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Placentia Yorba Linda Unified School District

CDS Code: 30-66647-0000000

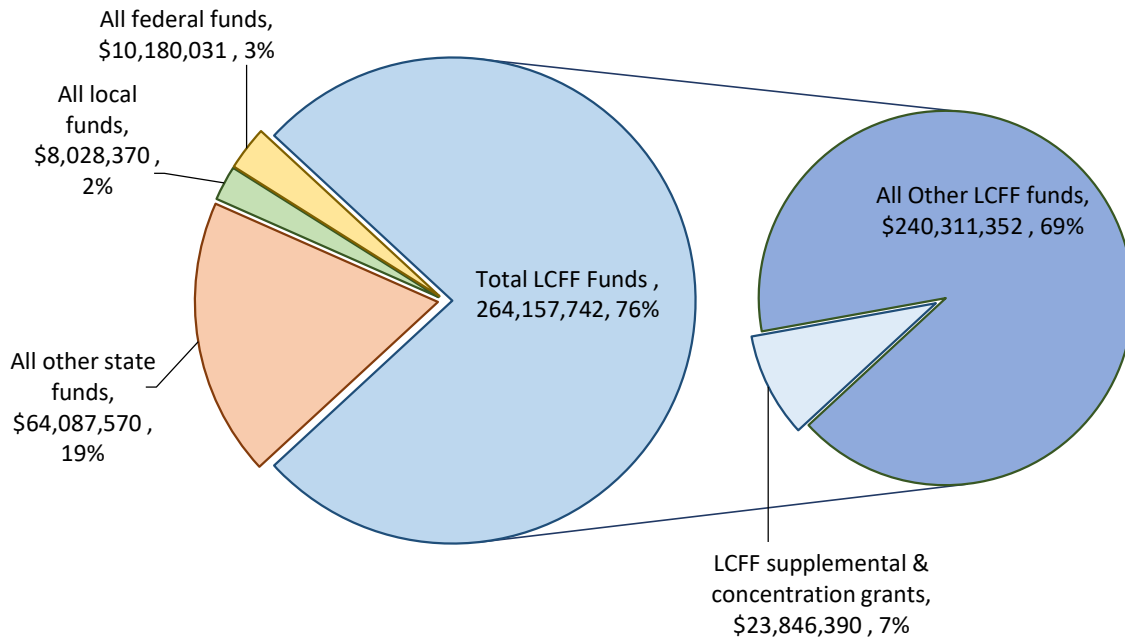
School Year: 2025-26

LEA contact information: Dr. Allan Mucerino, Superintendent, amucerino@pylusd.org

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

Budget Overview for the 2025-26 School Year

Projected Revenue by Fund Source

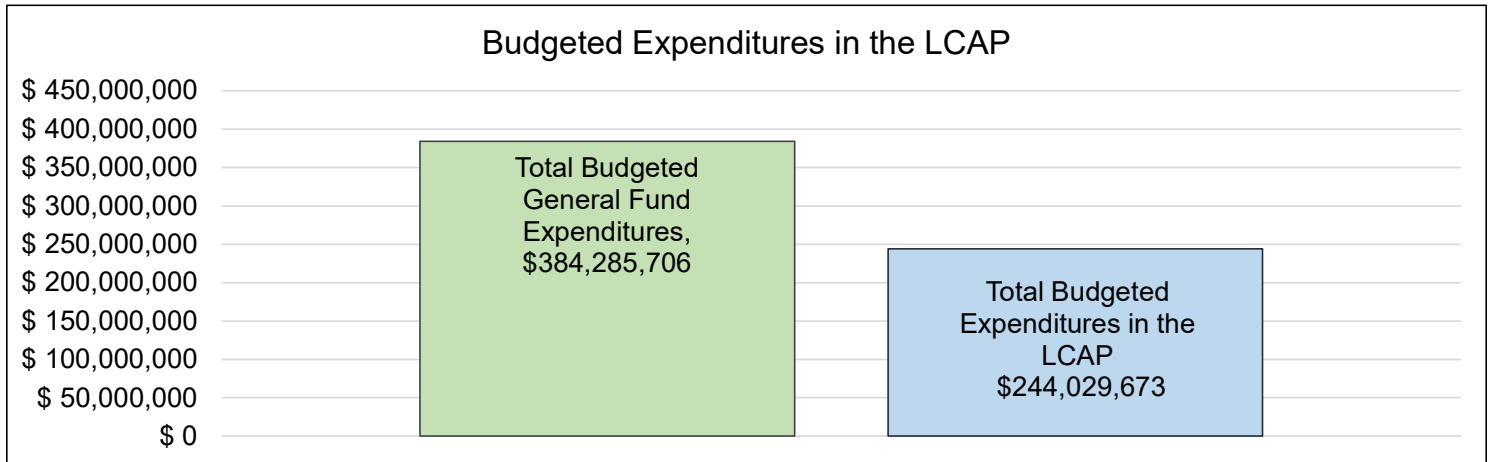


This chart shows the total general purpose revenue Placentia Yorba Linda Unified School District expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for Placentia Yorba Linda Unified School District is \$346,453,713.00, of which \$264,157,742.00 is Local Control Funding Formula (LCFF), \$64,087,570.00 is other state funds, \$8,028,370.00 is local funds, and \$10,180,031.00 is federal funds. Of the \$264,157,742.00 in LCFF Funds, \$23,846,390.00 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

The LCFF gives school districts more flexibility in deciding how to use state funds. In exchange, school districts must work with parents, educators, students, and the community to develop a Local Control and Accountability Plan (LCAP) that shows how they will use these funds to serve students.

LCFF Budget Overview for Parents



This chart provides a quick summary of how much Placentia Yorba Linda Unified School District plans to spend for 2025-26. It shows how much of the total is tied to planned actions and services in the LCAP.

The text description of the above chart is as follows: Placentia Yorba Linda Unified School District plans to spend \$384,285,706.00 for the 2025-26 school year. Of that amount, \$244,029,673.00 is tied to actions/services in the LCAP and \$140,256,033.00 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

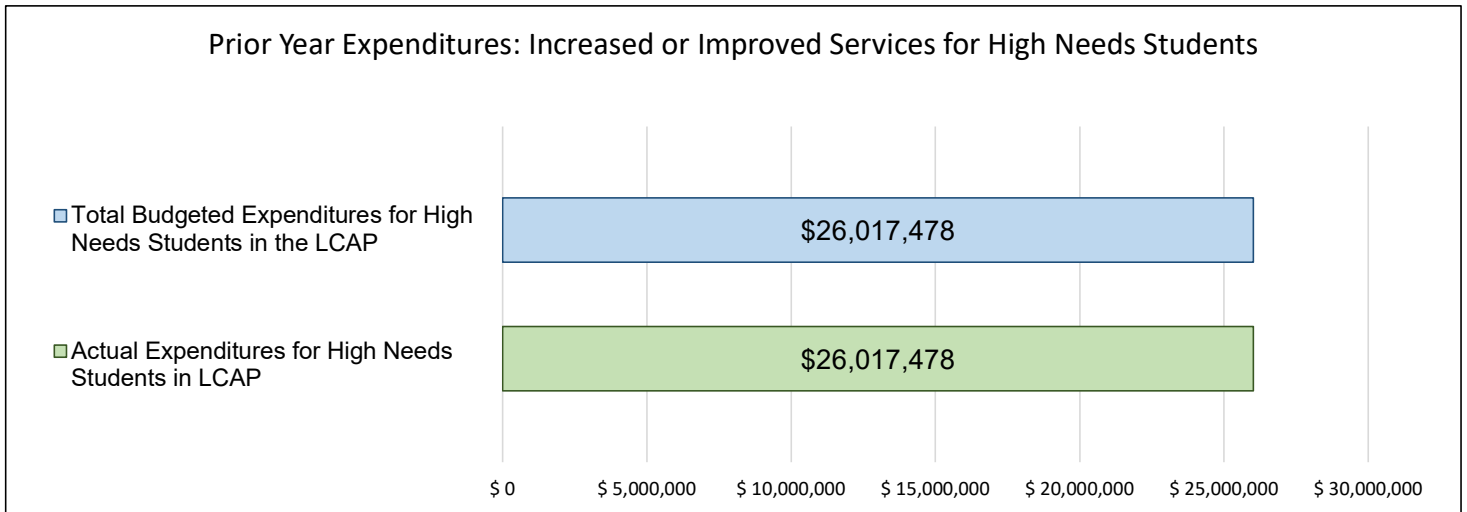
Expenses excluded from the LCAP encompass instructional materials, district facility maintenance, transportation operations, utilities and overhead, professional service costs, equipment and lease expenses, various categorical programs, and costs related to county operated programs.

Increased or Improved Services for High Needs Students in the LCAP for the 2025-26 School Year

In 2025-26, Placentia Yorba Linda Unified School District is projecting it will receive \$23,846,390.00 based on the enrollment of foster youth, English learner, and low-income students. Placentia Yorba Linda Unified School District must describe how it intends to increase or improve services for high needs students in the LCAP. Placentia Yorba Linda Unified School District plans to spend \$26,926,984.00 towards meeting this requirement, as described in the LCAP.

LCFF Budget Overview for Parents

Update on Increased or Improved Services for High Needs Students in 2024-25

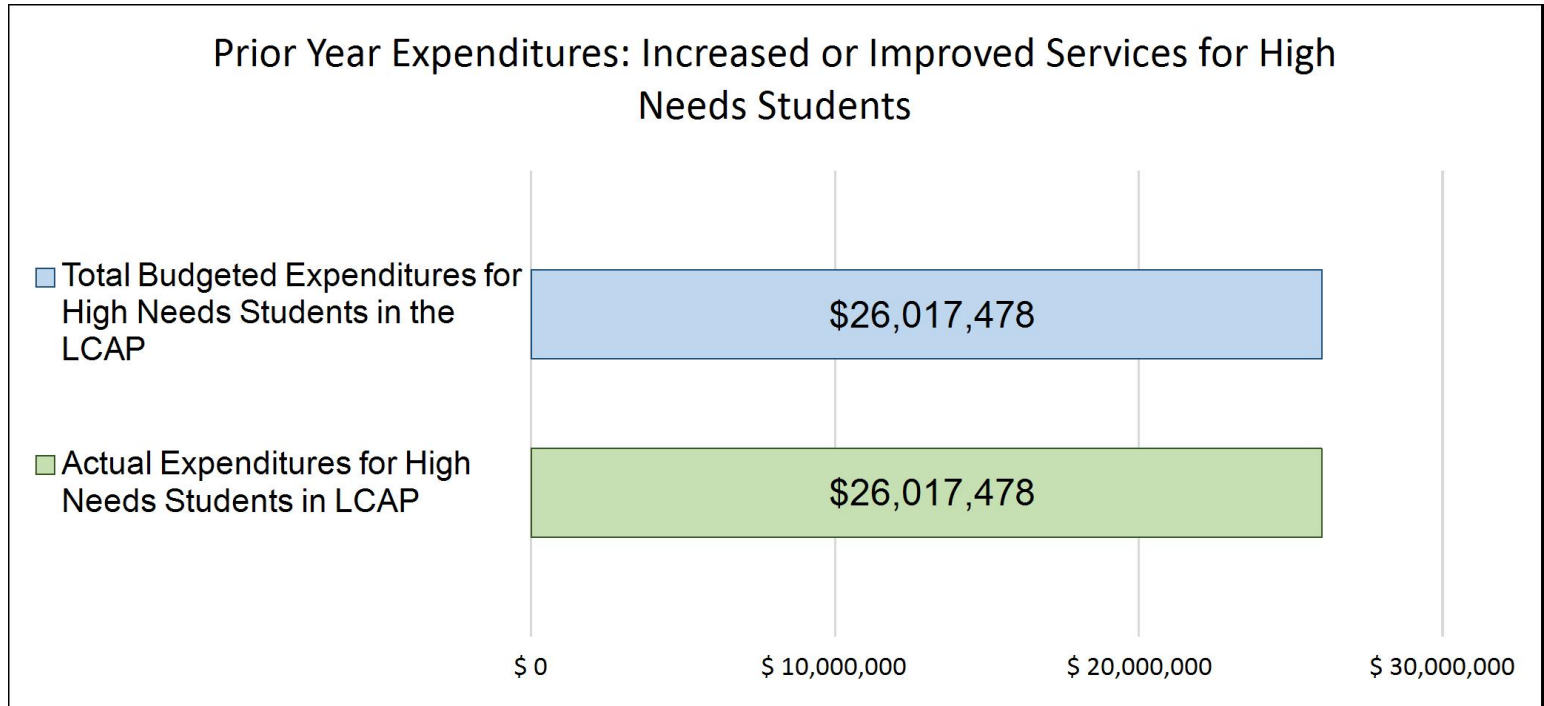


This chart compares what Placentia Yorba Linda Unified School District budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what Placentia Yorba Linda Unified School District estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

The text description of the above chart is as follows: In 2024-25, Placentia Yorba Linda Unified School District's LCAP budgeted \$26,017,478.00 for planned actions to increase or improve services for high needs students. Placentia Yorba Linda Unified School District actually spent \$26,017,478.00 for actions to increase or improve services for high needs students in 2024-25.

LCFF Budget Overview for Parents

Update on Increased or Improved Services for High Needs Students in 2024-25



This chart compares what Placentia-Yorba Linda Unified School District budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what Placentia-Yorba Linda Unified School District estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

The text description of the above chart is as follows: In 2024-25, Placentia-Yorba Linda Unified School District's LCAP budgeted \$26,017,478 for planned actions to increase or improve services for high needs students. Placentia-Yorba Linda Unified School District actually spent \$26,017,478 for actions to increase or improve services for high needs students in 2024-25.



Local Control and Accountability Plan

The instructions for completing the Local Control and Accountability Plan (LCAP) follow the template.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Placentia-Yorba Linda Unified School District	Olivia Yaung, Ed.D. Assistant Superintendent, Educational Services	oyaung@pylUSD.org (714) 985-8651

Plan Summary [2025-26]

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA. LEAs may also provide information about their strategic plan, vision, etc.

The Placentia-Yorba Linda Unified School District (PYLUSD) serves a diverse community across Placentia, Yorba Linda, and parts of Anaheim, Brea, and Fullerton. With approximately 22,700 students, the district includes 34 schools: 20 elementary schools, 1 TK-8 school, 5 middle schools, 4 comprehensive high schools, a continuation high school, a K-12 independent study program, a special education school, and an adult transition program. Committed to academic excellence, innovation, and student success, PYLUSD provides high-quality instruction and innovative programs to drive equitable outcomes for students.

To close achievement gaps and ensure access to quality education for all students, PYLUSD strategically allocates resources, including Equity Multiplier funding for El Camino Real Continuation High School, which supports targeted interventions and academic improvements for unduplicated pupils. In response to district-wide data and input from educational partners, the district has identified key areas for improvement: foundational literacy and math skills, English language development, student wellness, and community engagement. To address these needs, PYLUSD has implemented a comprehensive plan with targeted interventions and instructional strategies. PYLUSD has unexpended Learning Recovery Emergency Block Grant (LREBG) funds which will support the following actions: 1.1, 2.2, 3.5, 3.6, 3.10, 3.11, 6.2, 7.2, 7.20, 7.22, 7.26, 7.28, 7.29, 7.30, 8.1, 8.17.

PYLUSD enhances learning through intervention programs before, during, and after school, along with comprehensive math and writing initiatives. Early childhood education is expanding through an inclusive preschool model, and educator training emphasizes instructional best practices as part of the district's Signature Practices initiative. Recognizing persistent achievement gaps, PYLUSD prioritizes English learner support through designated and integrated instruction, bilingual resources, and family engagement programs.

College and career readiness remains a focus, with robust Career Technical Education (CTE) pathways, dual enrollment programs, and dedicated post-secondary guidance. Student wellness is prioritized through mental health specialists, intervention programs, and suicide prevention initiatives. The district also ensures equitable resource distribution by directing support to high-need schools and strengthening attendance monitoring systems to assist at-risk students. These strategic actions foster academic excellence, career readiness, and student well-being across the district.

PYLUSD thrives on the dedicated involvement of parents, guardians, and community partners, including PTAs, the REACH Foundation, and other local community partners who provide invaluable support and opportunities for students. With a rich history dating back to 1874, the district celebrates 150 years of educational excellence while continuing to evolve. Driven by its mission to provide rigorous and relevant learning experiences, PYLUSD empowers students to become responsible, ethical, and engaged citizens prepared for future success.

Reflections: Annual Performance

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

Academic Achievement in English Language Arts: Progress and Ongoing Efforts:

Districtwide, the percentage of students meeting or exceeding ELA standards increased slightly from 64.75% in 2023 to 65.32% in 2024, maintaining a Green performance level. Early literacy indicators also showed improvement, with 62% of K-5 students performing at or above grade level on the Winter 2023-24 iReady Diagnostic, up from 58% the previous year.

Writing assessment scores varied by grade level:

- Grades 1-5: Performance decreased from 81% in 2022-23 to 67% in 2023-24 (scoring 3 or 4 out of 4).
- Grades 6-12: Performance improved from 76% in 2022-23 to 81% in 2023-24 (scoring 3, 4, or 5 out of 5).

To support writing across all content areas, professional development was provided in Writer’s Workshop, Step Up to Writing, Expository Reading and Writing, and DBQ strategies. Additional training in literacy and social-emotional learning was also offered. Task forces were established for K-2 Reading Difficulties Risk Screener adoption, a 6-8 ELA curriculum pilot, and a 9-12 pacing guide development. Family Literacy Nights with parent training and support have been implemented to strengthen community engagement.

Performance Gaps:
The following schools and student groups scored at the lowest levels on the California Dashboard in English Language Arts:

- Districtwide Foster Youth for ELA Performance: Yellow (28.1% meeting or exceeding standards)
- Camino (Schoolwide ELA Performance): Red (10%)
- Students with Disabilities ELA Performance (SWD):
 - Red: Bernardo (7.8%), Esperanza (24.2%), Melrose (0%)

Yellow: Tynes (25%)
Orange: Rio Vista (7.9%), Ruby Drive (16.1%), Van Buren (19.24%)
English Learners ELA Performance (EL):
Red: Valadez (3.9%)
Yellow: Tuffree (10%)
Hispanic Students at El Camino ELA Performance: Red (3.2%)
Socioeconomically Disadvantaged Students at El Camino ELA Performance: Red (10.8%)

Despite these challenges, district initiatives remain on track, with a continued focus on targeted interventions, GLAD training for teachers, and continued emphasis on small group instruction to ensure students meet or exceed grade-level expectations.

Academic Achievement in Mathematics: Progress and Ongoing Efforts:

Districtwide, the percentage of students meeting or exceeding standards in math increased from 53.48% in 2023 to 55.95% in 2024, maintaining a Green performance level. Targeted interventions and digital resources have supported this growth, with 6,760 students (Grades 1-6) engaging with Reflex Math, increasing their fluency average from 46.8% to 64.4%. Additionally, 2,724 students (Grades 2-6) used Frax, completing an average of 5.8 missions, which helped improve fact fluency and conceptual understanding of fractions—key contributors to success on assessments like i-Ready and SBAC.

Professional development focused on the updated math framework, Cognitively Guided Instruction (CGI), and targeted strategies such as:

K-5 Trainings: Math Expressions Bridge Units, Understanding Fractions, Addition & Subtraction Problem Solving, Math Labs

6-12 Trainings: Building Thinking Classrooms, MS Math Lab training (IXL), Course Collaboration for Algebra 1A, C-STEM Algebra 1, and Geometry

New Teacher Support: Overview of textbook resources, PYL Signature Practices, ELD Strategies

Leadership & Research: Secondary instructional coach participation in the California Mathematics Council Conference and OCDE's Vision Driven Math series, Leadership Team meetings for middle and high school math, and the launch of a Math Fellows program (6-12) to support instructional strategies

A Financial Literacy Task Force will be established in the 2025-26 school year based on state guidance. Additionally, math support expanded with UCI Bridge Units (K-5) and new OCDE-aligned bridge units, reinforcing CGI practices and the newly adopted 2023 math framework.

Performance Gaps:

The following schools and student groups scored at the lowest levels on the California Dashboard in math:

Schoolwide Math Performance:

Red: Buena Vista (35.4% meeting or exceeding standards), El Camino (2%), Valadez (13.2%)

Students with Disabilities Math Performance:

Red: Tuffree (18.3%), Esperanza (18.8%), Valencia (7.5%)

Orange: El Dorado (7.7%)
 Socioeconomically Disadvantaged Students Math Performance:
 Red: Buena Vista (25%), El Camino (2.13%), Valadez (12.9%)
 Hispanic Students Math Performance:
 Orange: Buena Vista (23.8%), Valadez (12.1%)
 English Learners Math Performance (EL):
 Yellow: Tuffree (9.8%)
 Orange: Valadez (1.2%)
 Homeless Students Math Performance:
 Orange: Valadez (11.3%)

The district remains committed to enhancing instructional support, refining intervention strategies, and expanding professional learning to ensure all students meet or exceed grade-level expectations in mathematics.

Chronic Absenteeism: Progress and Ongoing Efforts:

Districtwide, chronic absenteeism has improved, decreasing from 17.8% in 2023 (Orange) to 12.2% in 2024 (Yellow). This reduction reflects ongoing district efforts to support student attendance through wellness initiatives, early intervention strategies, and enhanced attendance monitoring.

Key initiatives implemented to combat chronic absenteeism include:

- Engaging classroom instruction and welcoming school environments for all students.
- Wellness Specialists at Title I middle schools and all high school sites, providing mental health support and resources for students, with additional assistance for unduplicated pupils (UPs).
- A robust attendance tracking system, featuring regular check-ins and trend monitoring, to identify early signs of absenteeism and provide timely interventions.
- District support for systematic attendance review processes, including School Attendance Review Team (SART), District Attendance Review Team (DART), and Student Attendance Review Board (SARB) meetings, with a focus on supporting foster youth families.

Performance Gaps

The following schools and student groups continue to experience higher rates of chronic absenteeism:

Schoolwide (Yellow Indicator):
 Tuffree (17.8%), Tynes (24.9%), Lakeview (14.6%), Rio Vista (30.3%), Rose Drive (11%), Sierra Vista (15.1%), Topaz (22.4%), Valadez (5.7%)
 Students with Disabilities:
 Orange: Tuffree (22.1%), Rio Vista (31.3%), Topaz (32.3%), Valadez (26%)

Yellow: Fairmont (13.9%), Golden (14.9%), Lakeview (12.5%), Linda Vista (17.5%), Sierra Vista (12.5%)

White Students:

Green: Brookhaven (6.7%), Golden (5.2%)

Orange: Rio Vista (34.9%)

Hispanic Students:

Orange: Buena Vista (23.7%), Mabel Paine (24%), Rio Vista (29.8%)

Yellow: Tuffree (15.3%), Tynes (24.6%), Linda Vista (6.8%), Rose Drive (11.5%), Ruby Drive (18.1%), Sierra Vista (14.6%), Topaz (20.5%), Valadez (24.3%)

English Learners (EL):

Red: Wagner (25.6%), Tuffree (32.5%), Tynes (28.8%), Rio Vista (34.1%), Ruby Drive (30.6%), Sierra Vista (22.4%), Topaz (26.3%), Valadez (30.3%), Van Buren (34.1%)

Homeless Students:

Red: Tuffree (24.5%)

Yellow: Tynes (27.2%), Kraemer (22.8%), Rio Vista (32.7%), Ruby Drive (22.9%), Topaz (16.5%), Valadez (22.9%)

The district remains committed to reducing chronic absenteeism further by enhancing early identification systems, increasing outreach efforts, and expanding mental health and attendance support services to ensure every student has the resources needed to attend school consistently.

Suspension Rates: Progress and Ongoing Support

Suspension rates have significantly improved districtwide, decreasing from 1.4% in 2023 (Green) to 0.6% in 2024 (Blue). This reduction reflects the district's commitment to proactive behavioral support, targeted interventions, and equitable resource distribution to ensure students remain engaged in a positive learning environment.

Key initiatives implemented to support behavioral and social-emotional well-being include:

- Providing social-emotional support through outside providers for elementary students, with a focus on unduplicated pupils (UPs).
- Equitably distributing resources to schools where needs are greatest to close achievement gaps for all UPs.
- Maintaining additional support staff, nurses, and health clerks at high-impact sites to support students and families.
- Implementing a comprehensive Multi-Tiered System of Support (MTSS) to provide tiered interventions and enrichment aimed at improving academic achievement and student behavior.
- Enhancing data monitoring and analysis systems to identify, track, and support at-risk students, while providing training for teachers and site leaders to use this system effectively.
- Expanding behavioral intervention services by placing full-time Registered Behavior Technicians (RBTs) at each elementary site, with a focus on reducing chronic absenteeism, minimizing disruptive behaviors, and improving academic outcomes.
- Providing additional psychologists at sites to support students at risk, particularly socioeconomically disadvantaged (SED) and foster youth (FY) students.
- Maintaining ABA supervisors to oversee behavioral interventions, support Applied Behavior Analysis (ABA) strategies, and continue implementing Positive Behavioral Interventions and Supports (PBIS) districtwide.

Suspension Rates by Subgroup

Despite overall progress, some student subgroups continue to have higher suspension rates:

Districtwide Foster Youth (FY) Students

2023: 7.0% (Yellow) ? 2024: 6.5% (Yellow)

Students with Disabilities

Linda Vista: 5.0% (Yellow)

The district remains committed to reducing suspension rates further by maintaining behavioral interventions and proactive support systems. By strengthening PBIS implementation and refining intervention strategies, the district continues to foster a positive, inclusive, and supportive learning environment for all students.

English Learner Progress: Performance and Ongoing Efforts

Districtwide, the percentage of English Learners making progress toward English language proficiency has declined from 54.2% in 2023 (Yellow) to 50.3% in 2024 (Orange). Despite this decline, targeted initiatives continue to support language development and academic success for English Learners.

Key Initiatives to Improve English Learner Progress

- Provided professional development in Designated and Integrated English Language Development (ELD) instruction for all educators.
- Provided Guided Language Acquisition Design (GLAD) training for Title I elementary school educators.
- Provided additional ELD sections at secondary schools to ensure all English Learners receive structured language support.
- Provided bilingual instructional aides to accelerate academic language acquisition.
- Held special education training to ensure accurate identification and support for EL students with special needs.
- Enhanced ELPAC testing facilitation for improved assessment conditions and reclassification processes.
- Increased instructional materials to support Guided Language Acquisition Design (GLAD) strategies.
- Dedicated ELD Academic Support Teachers at Title I elementary schools to provide focused language instruction and split-site ELD Academic Support Teachers at non-Title I elementary schools.
- Provided translation services and bilingual liaisons to strengthen family engagement and access to resources.
- Provided EL Summer Camp at Melrose Elementary School.

Performance

English Language Arts Proficiency for ELs

2023: 11.7% (Orange), 2024: 11.4% (Orange)

Mathematics Proficiency for ELs

2023: 10.6% (Orange), 2024: 11.5% (Yellow)

College and Career Readiness for ELs

2023: 11.4% (Low), 2024: 16.8% (Green)
 Percentage of English Learners Scoring Level 4 on ELPAC
 Reading: 12% (2023), 10% (2024)
 Writing: 19% (2023), 14% (2024)
 Listening: 23% (2023), 23% (2024) (No change)
 Speaking: 52% (2023), 50% (2024)
 English Learner Progress CA Dashboard Indicator
 Glenview: 42.9% (Red, 2023), 53.2% (Green, 2024)
 Rio Vista: 43.7% (Red, 2023), 46.2% (Green, 2024)

Next Steps and Continued Efforts

To address performance gaps and accelerate English Learner achievement, the district will:

- Strengthen progress monitoring systems and intervention strategies using data-driven insights.
- Expand EL summer camp programs to three sites to prevent learning loss.
- Continue professional development in GLAD strategies for teachers.
- Enhance family and community engagement efforts to support English Learner success.
- Increase ELD instructional support in both Title I and non-Title I schools.

The district remains committed to ensuring that all English Learners receive equitable access to high-quality instruction, targeted language development, and the necessary resources to succeed academically.

Graduation Rate: Progress and Ongoing Efforts

Districtwide, the graduation rate has improved from 94.3% in 2023 (Green) to 95.4% in 2024 (Blue), reflecting the district's continued commitment to student success through targeted academic support, intervention programs, and college and career readiness initiatives.

Key initiatives that have contributed to this improvement include:

- Expanded academic intervention programs, including tutoring, credit recovery, and summer school opportunities.
- Increased support for English Learners and Special Education students, ensuring equitable access to graduation pathways.
- Career and Technical Education (CTE) expansion, providing students with multiple pathways to postsecondary success.
- Personalized counseling and academic planning, including enhanced outreach for at-risk students.
- Strengthened college and career readiness programs, including dual enrollment and career certification opportunities.

Performance

The following subgroups have demonstrated significant progress in graduation rates:
 English Learners

2023 Graduation Rate: 79.9% (Orange), 2024 Graduation Rate: 87.8% (Green)
Socioeconomically Disadvantaged (SED) Students
2023 Graduation Rate: 91.8% (Green), 2024 Graduation Rate: 94.4% (Green)
Students with Disabilities
2023 Graduation Rate: 74.9%, 2024 Graduation Rate: 81.8%

Next Steps and Continued Efforts

To further improve graduation rates and ensure all students have access to a diploma pathway, the district will:

- Expand early intervention strategies for at-risk students, including real-time progress monitoring and mentorship programs.
- Increase accessibility to credit recovery programs and alternative graduation pathways.
- Enhance support for English Learners, including continued focus on language development and academic counseling.
- Strengthen transition support for students with disabilities, ensuring individualized graduation planning.
- Continue outreach efforts to foster youth, homeless students, and other high-needs populations.

The district remains committed to ensuring that every student is equipped with the necessary skills, resources, and opportunities to successfully graduate and pursue postsecondary education or career pathways. PYLUSD should be receiving additional LREBG funds for 2025-2026 SY which will support these district efforts.

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In English Language Arts (ELA), the overall performance across the district remained consistent, indicated by the color green. However, there were specific student groups and sites where performance was far lower. The Foster Youth student group and El Camino Real Continuation High School, Socio-Economically Disadvantaged students and Hispanic students performed lower than the overall district performance with dashboard indicators for ELA in the red. Students with disabilities were in the red performance level at several school sites: Bernardo Yorba Middle School, Esperanza High School, Tynes Elementary, Melrose Elementary, Rio Vista Elementary, Ruby Drive Elementary, and Van Buren Elementary. English Learners were also reported in the red performance level on the dashboard at Tuffree and Valadez Middle Schools. In order to address the performance of these student groups and school sites, we will continue to focus on implementing Interim Assessment Blocks to familiarize students with the assessment platform and provide teachers with formative feedback on student progress towards meeting standards. After school reading intervention will be added to support student performance in ELA. Additionally, we are adopting Writer's Workshop and are reemphasizing Step Up to Writing and will conduct professional development sessions this summer to enhance writing instruction across the curriculum.

In Mathematics, we experienced a slight increase in performance, also represented by the color green. This upward trend indicates progress the right direction. There were specific student groups and school sites, however, where performance was lower with dashboard indicators the red. Buena Vista Virtual Academy, El Camino Real Continuation High School, and Valadez Middle School received indicators in the d for math. Students with disabilities were in the red performance level at several schools: Tuffree Middle School, El Dorado High School, ;esperanza High School, and Valencia High School. English Learners were also reported in the red performance level on the dashboard at iffree and Valadez Middle Schools. Due to the performance of their English Learners in ELA and Math, Tuffree Middle School met the

criteria for Additional Targeted Support and Improvement, or ATSI. Tuffree will collaborate with their educational partners to create a school plan to improve the outcomes of the school's English Learners. District efforts continue to be directed towards providing interventions for students who have not yet met standards in math and enhancing overall student achievement through emphasis on fact fluency and conceptual understanding. We have invested significant funding towards after school math intervention this year with the goal of ensuring all students are meeting or exceeding grade level standards.

Chronic Absenteeism is denoted by the color orange, with 17.8% of our students being chronically absent last year. Although this percentage remained relatively stable compared to the previous year, efforts are ongoing in the Student Services Department to identify at-risk students and intervene effectively with their families to address attendance issues. The following schools were identified as Additional Targeted Support and Improvement, or ATSI, schools due to the chronic absenteeism rates of specific student groups: Lakeview Elementary, Rio Vista Elementary, and Sierra Vista Elementary. Additionally, Homeless students, African American students, Hispanic students, English Learners, and Socioeconomically Disadvantaged students were in the red performance level across the district. Several school sites were either in the red performance level as a whole or had student groups in the red performance level. Those sites include: Brookhaven Elementary, Buena Vista Virtual Academy, Wagner Elementary, Tuffree Middle School, Fairmont Elementary, Glenknoll Elementary, Golden Elementary, Tynes Elementary, Kraemer Middle School, Lakeview Elementary, Linda Vista Elementary, Mabel Paine Elementary, Rio Vista Elementary, Rose Drive Elementary, Ruby Drive Elementary, Sierra Vista Elementary, Topaz Elementary, Valadez Middle School, and Van Buren Elementary. To address this, centralized attendance trackers with data have been created for each school site. Consistent attendance protocols have been established and maintained to promote regular attendance and school sites are implementing site based campaigns to encourage more regular attendance.

The Suspension Rate, represented by the color green, decreased by 0.5% during the 2022-23 school year. No student groups were identified in the red or orange categories for the district as a whole. However, the suspension rate of students with disabilities at Brookhaven Elementary, Linda Vista Elementary, and Travis Ranch received a red dashboard indicator while Asian students at Travis Ranch and White students at El Camino Real Continuation High School received a red dashboard indicator. PYLUSD is committed to maintaining a positive learning environment conducive to student success. The Student Services Department will continue to assess discipline systems to ensure that decisions are student-centered.

Regarding the English Learner Progress Indicator (ELPI), represented by the color yellow, 54.2% of our English Learners demonstrated progress towards English language proficiency last year. The ELPI for Glenview and Rio Vista Elementary schools was in the red performance level indicating a continued need to focus on the implementation of our district's English Learner Master Plan to provide robust support for English Learners.

Our Graduation Rate, indicated by the color green, stood at 94.3% for the 2022-23 school year, inclusive of both fourth-year graduates from the Class of 2023 and fifth-year graduates from the Class of 2022. Moving forward, our emphasis will be on increasing the graduation rate of English Learners and Students With Disabilities, both of which were identified as areas of concern. The College and Career Indicator for El Camino Real Continuation High School was in the red performance indicator on the dashboard with the following subgroups also indicated in the red: English Learners, Homeless, Socioeconomically Disadvantaged, and Hispanic students. The Equity Multiplier funds will help to ensure additional support is provided to El Camino Real Continuation High School in order to improve their student outcomes. Valencia High School's CCI Indicator was also in the red performance level for English Learners. This will be addressed through various targeted actions

for our English Learner population.

Reflections: Technical Assistance

As applicable, a summary of the work underway as part of technical assistance.

Not applicable

Comprehensive Support and Improvement

An LEA with a school or schools eligible for comprehensive support and improvement must respond to the following prompts.

Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

Not applicable

Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

Not applicable

Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

Not applicable

Engaging Educational Partners

A summary of the process used to engage educational partners in the development of the LCAP.

School districts and county offices of education must, at a minimum, consult with teachers, principals, administrators, other school personnel, local bargaining units, parents, and students in the development of the LCAP.

Charter schools must, at a minimum, consult with teachers, principals, administrators, other school personnel, parents, and students in the development of the LCAP.

An LEA receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Educational Partner(s)	Process for Engagement
Superintendent’s Secondary Parent Advisory Committee	On February 4, 2025, the Superintendent’s Secondary Parent Advisory Committee met via zoom. District leadership offered insights into LCFF and outlined the objectives of the LCAP. They presented data on performance across state priorities and Dashboard indicators, focusing on achievement gaps. Proposed strategies to enhance services for Foster Youth, English Learners, Long-Term English Learners and Socio-economically Disadvantaged students were also deliberated. Community members actively engaged by asking questions and sharing their perspectives during the live session. Additionally, our SELPA Community Advisory Committee is part of this parent advisory committee and provides input. Our SELPA Administrator is also actively involved with the development and review of our LCAP for PYLUSD and part of each of the community engagement sessions.
Student Advisory Committee	During the Student Advisory Committee meeting on February 5, 2025 via zoom, students from elementary, middle, and high school provided valuable insights on ways to enhance engagement, support, and academic success across all grade levels. Elementary students emphasized the need for more interactive learning experiences, English Language Development (ELD) support, and attendance incentives, while also advocating for stronger social-emotional support and community-building initiatives. Middle school students highlighted the importance of study halls, peer mentoring, and after-school tutoring, along with increased motivation strategies and improved communication regarding academic expectations. High school

Educational Partner(s)	Process for Engagement
	students focused on teacher engagement, instructional quality, and college and career readiness, stressing the need for structured guidance, expanded academic resources, and better communication about available support services. Across all grade levels, students voiced a strong desire for inclusive learning environments, additional extracurricular opportunities, and enhanced access to wellness resources, reinforcing the need for continued collaboration to address their evolving needs.
Mid-Year LCAP Presentation to the Board of Education	At the February 11, 2025, Board of Education meeting, a mid-year progress update on LCAP goals and actions was presented. The update included a brief budget overview and a summary of the progress made on various actions throughout the school year. Board members were also given the opportunity to provide feedback on the goals and actions discussed.
Association of Placentia-Yorba Linda Educators (APLE)	On February 12, 2025, the APLE executive board and district leadership convened to assess district performance regarding state priorities and Dashboard indicators. A presentation covered available budgetary resources, academic performance disparities, and proposed strategies to enhance services for Foster Youth, English Learners, Long-Term English Learners, and Socio-economically Disadvantaged students. APLE members offered feedback on the proposed goals and actions.
PYLUSD Principals	Site principals convened for a meeting on February 13, 2025 during which district staff briefed them on the background of the LCAP, the available budgetary resources, and reviewed performance data of our various student groups. Principals actively participated in a table activity where they were tasked with reviewing proposed actions and sharing actions that are implemented at their respective sites aimed at enhancing services for unduplicated students.
Superintendent's Elementary Parent Advisory Committee	On February 18, 2025, the Superintendent's Elementary Parent Advisory Committee met via zoom. District leadership offered insights into LCFF and outlined the objectives of the LCAP. They presented data on performance across state priorities and Dashboard indicators, focusing on achievement gaps. Proposed strategies to enhance services for Foster Youth, English Learners, Long-Term English Learners and Socio-economically Disadvantaged students were also deliberated. Community members actively engaged by asking

Educational Partner(s)	Process for Engagement
	<p>questions and sharing their perspectives during the live session. Moreover, they were given an electronic survey to express individual feedback. Additionally, our SELPA Community Advisory Committee is part of this parent advisory committee and provides input. Our SELPA Administrator is also actively involved with the development and review of our LCAP for PYLUSD and part of each of the community engagement sessions.</p>
California School Employee Association (CSEA) Chapter 293	<p>On February 20, 2025, the CSEA executive board and district leadership convened to assess district performance regarding state priorities and Dashboard indicators. District leaders outlined available budgetary resources, academic performance gaps, and suggested measures to enhance services for Foster Youth, English Learners, Long-Term English Learners, and Socio-economically Disadvantaged students. CSEA members offered student-centered feedback on the proposed measures and provided the LCAP revision team with valuable input.</p>
Teacher Advisory Committee (TAC)	<p>On February 20, 2025, the Teacher Advisory Council and district leadership convened to review the Dashboard indicators and proposed actions to reduce existing achievement gaps. District leaders outlined available budgetary resources, academic performance gaps, and suggested measures to enhance services for Foster Youth, English Learners, Long-Term English Learners, and Socio-economically Disadvantaged students. TAC members offered student-centered feedback on the proposed measures and provided the LCAP revision team with valuable input.</p>
PYLUC PTA	<p>On March 5, 2025, the PYLUC PTA Presidents met in person at the district office. District leaders offered insights into LCFF and discussed the purpose of the LCAP, presenting performance data across state priorities and Dashboard indicators. The group addressed achievement gaps and explored proposed actions to enhance services for Foster Youth, English Learners, and Socio-economically Disadvantaged students. Attendees had the chance to ask clarifying questions and offer in-person suggestions. PYLUC provided feedback on all proposed actions.</p>
Community Town Hall, DELAC, and Title 1 Parent Advisory	<p>The Community Town Hall, District English Learners Advisory Committee (DELAC), and Title I Parent Advisory convened on March 18, 2025, at the district office with Spanish translation available.</p>

Educational Partner(s)	Process for Engagement
	<p>District leadership presented an overview of LCFF, discussed the purpose of the LCAP, and shared performance data on state priorities and Dashboard indicators. The meeting addressed achievement gaps and proposed actions to enhance services for Foster Youth, English Learners, Long-Term English Learners, and Socio-economically Disadvantaged students. After the presentation, attendees were randomly assigned to small groups by goal to encourage engagement in the feedback collection process. Community members actively participated by asking questions and providing input during the live session.</p>
El Camino Real Continuation High School	<p>El Camino Real Continuation High School's School Site Council met to review Dashboard performance indicators, conduct a needs assessment, and discuss how the Equity Multiplier Funds might maximize student outcomes. These School Site Council meetings took place on October 22, 2024 and December 10, 2024. During the meetings, the principal provided an overview of the school goals and funding sources. Performance data across state priorities and Dashboard indicators were reviewed, with a focus on addressing achievement gaps for students at El Camino. School Site Council members provided their input on recommended actions. A schoolwide climate survey was also administered to gather further input from educational partners.</p>
Orange County School of Computer Science	<p>The Orange County School of Computer Science Advisory Council met to review Dashboard performance and suggested staff actions to continue the work of the school on March 12, 2025. Informational sessions about the LCAP process were held for staff members on March 11, 2025. Surveys were sent to staff members and community members to gather their input on how the proposed actions captured the signature practices of the school and would work to support student achievement. These were sent out the week of March 10, 2025.</p>
Board Study Session	<p>The Board Study Session will take place on April 22, 2025. During the session, district leadership will provide an overview of the LCFF, share performance data across state priorities, and review the Dashboard indicators, with a focus on addressing achievement gaps and enhancing services for Foster Youth, English Learners, and Socio-economically Disadvantaged students. The annual evaluation</p>

Educational Partner(s)	Process for Engagement
	of the current year LCAP will also be discussed, leading to the discontinuation of some actions, amendments to others, and proposals for new actions. Following the presentation, the board will engage in discussions, ask questions about each goal, and provide feedback on proposed actions.

A description of how the adopted LCAP was influenced by the feedback provided by educational partners.

The Placentia-Yorba Linda Unified School District (PYLUSD) is committed to using the Local Control and Accountability Plan (LCAP) to guide a cycle of continuous improvement. The engagement of parents, students, teachers, staff, and other community members plays a critical role in supporting the implementation, evaluation, and future adjustments of this plan. The District called upon existing advisory groups as well as held a districtwide Community Forum to ensure all voices were heard and reflected. The following groups were actively involved in the LCAP development process described below:

- PYLUSD District Leaders: Superintendent, Assistant Superintendents, Directors, and School Site Administrators
- Superintendent's Parent Advisory Groups: Composed of parents representing each grade span level as well as parents of students in our special education program
- Student Advisory Committee: Students representing all schools, including Unduplicated Pupils, from all grade spans
- District English Language Advisory Council (DELAC): Representatives from each school's English Language Advisory Council and other parents of English learners
- Placentia-Yorba Linda Unified Council of PTAs: Representatives from each PTA across the district
- Association of Placentia-Linda Educators (APLE): Certificated bargaining unit representatives
- California School Employees Association (CSEA, Chapter 293): Classified bargaining unit representatives
- Teacher Advisory Council (TAC): Teacher representatives from each school across the district
- Community Forums: Open community forum for all community members, including staff
- Special Education Local Plan Area (SELPA): Regular meetings with Assistant Superintendent, Student Support Services, SELPA administrator, Special Education Director, Special Education Administrator in the development of the LCAP

NOTE: There are no tribes nor civil rights organizations served by the Placentia-Yorba Linda Unified School District

Separate meetings were held for each advisory group, conducted either virtually or in person to ensure accessibility. Prior to these sessions, a pre-recorded video outlining the budget overview, LCAP goals, and proposed actions was shared with participants. Student representation was prioritized through the Student Advisory Committee, which included a diverse selection of students from multiple school sites. Efforts are made to ensure that Foster Care, English Learner, Long-Term English Learner and Socio-economically Disadvantaged student populations were represented, in alignment with LCAP requirements.

During the meetings, the Acting Superintendent, Assistant Superintendent of Educational Services, and Directors from Educational Services and Student Support Services provided presentations on LCAP development procedures, fiscal considerations, outcome data, and proposed

actions to address identified needs. Advisory members were given recommendations for improvement and had the opportunity to offer feedback, with representatives from all district departments available to address questions. Parents, community members, students, and staff were encouraged to share perspectives and suggest areas for growth. Feedback was systematically collected through meeting notes, organized by action item, and analyzed to inform the LCAP writing team's decision-making process.

The following list of dates details the input and/or consultation sessions held to engage all of PYLUSD's educational partners:

February 4, 2025 - Superintendent's Secondary Parent Advisory Committee
February 5, 2025 - Student Advisory Committee (5th, 8th, and 12th grade student representatives)
February 11, 2025 - Board of Education Mid-year LCAP Feedback Presentation and Input Session
February 12, 2025 - APLE (Association of Placentia-Yorba Linda Educators) Study Session
February 13, 2025 - Principals' Feedback Session
February 18, 2025 - Superintendent's Elementary Parent Advisory Committee
February 20, 2025 - CSEA (Classified Employee Association) Study Session
February 20, 2025 - Teacher Advisory Committee Feedback Session
March 5, 2025 - PYLUC (Placentia-Yorba Linda Unified PTA Council) Feedback Session
March 18, 2025 - Community Town Hall, DELAC (District English Language Advisory Committee), and Title I Parent Study Session
April 22, 2025 - PYLUSD School Board Study Session
May 2025 - Share draft LCAP with OCDE
June 2025 - Share draft LCAP on district website for public review
June 2025 - Provide written responses to any LCAP concerns from PYLUC and DELAC
June 2025 - Local Indicators School Board Presentation
June 2025 - LCAP and Budget Public Hearing
June 2025 - Board approval of LCAP and Local Indicators
June 2025 - Submit approved LCAP to OCDE and post on district website in English and Spanish

The involvement of these educational partners supported improved outcomes for students, including Unduplicated Pupils. Identified needs became the driving force behind all actions in the LCAP.

As a result of the various input sessions, feedback and ideas for the development of the Local Control Accountability Plan (LCAP) were gathered. Listed below is a summary of the feedback and ideas gathered from educational partners for each goal.

Goal 1: PYLUSD will provide innovative, rigorous, and relevant educational experiences that empower students to become responsible, ethical, and contributing citizens.

Goal 2: PYLUSD will continue to provide the necessary resources, skills, and opportunities for all students to meet or exceed grade level expectations.

Chronic Absenteeism & Attendance Support

Current Trends: Absenteeism is improving post-COVID but still needs reduction.

Transportation Solutions: Promote bus pass access (OCTA) and community transit options.

Intervention Strategies:

- Encourage partial-day attendance when possible.
- Track and analyze absence data to address trends.
- Improve parental awareness of attendance impact on achievement.
- Examine attendance policies of neighboring districts (e.g., Saturday school, parent meetings).
- Increase communication with parents and ensure independent study completion counts toward attendance.
- Introduce student incentives for attendance but avoid promoting perfect attendance for sick students.
- Improve engagement through extracurriculars, mentorship, and varied lesson delivery.

Academic Interventions & Instructional Support

Math & ELA Support:

- Expand elementary and middle school math intervention.
- Continue IXL for all Algebra 1 levels.
- Improve elementary math textbooks and explore alternative programs like ST Math.
- Maintain ELD teachers and provide targeted English learner support.
- Provide structured after-school interventions aligned with school schedules.
- Increase bilingual staffing for translation and interpretation needs.

Curriculum & Assessment:

- Awareness of over-testing, especially in elementary grades.
- Improve clarity on CAASPP assessments and compliance.
- Increase media literacy instruction to enhance research and critical thinking skills.
- Address challenges with combination classes (e.g., K/1, 5/6).
- Enhance reading interventions and address writing skill gaps as a district priority.

Professional Development & Teacher Support

Training Improvements:

- Summer institute feedback indicates a need for more practical, classroom-ready training.
- Teachers request additional training for new curriculum adoptions.
- Ensure classified staff receive emergency procedure training and are compensated.

School Engagement & Student Motivation

Extracurricular & Incentive Programs:

- Expand middle school athletics and integrate VAPA opportunities.
- Provide structured extracurricular activities (e.g., student council, English-learning games, academic competitions).
- Increase opportunities for hands-on, engaging lessons to improve classroom participation.
- Partner with businesses to introduce students to career paths.

Parental & Community Engagement:

- Reintroduce the Classified Advisory Committee for broader staff input.

Goal 3: PYLUSD will close the academic achievement gap for English Learner (EL) students.

Key themes from the feedback sessions include:

- Encouraging ELPAC Preparation at Home and School
- Utilize CAASPP website and interim ELPAC practice tests in class.
- Integrating test prep into instruction to familiarize students with the format.

Parental Communication and Support

- Communicate the importance of ELPAC during DELAC/ELAC meetings.
- Provide multilingual resources for parents.
- Offer workshops on email communication and expand multilingual outreach.
- Improve clarity in the Home Language Survey to prevent misclassification of students.

Additional Resources for English Learners, Especially in Math

- Provide Spanish versions of classroom materials.
- Increase EL support, particularly in middle school content areas.
- Explore grants for literacy coaches at additional Title I sites.
- Expand family engagement efforts.

Expanding Bilingual Aide and Staff Support

- Address concerns about bilingual aide exam difficulty and wages.
- Consider biliterate vs. bilingual classifications for aides.
- Increase language support for special education students.
- Assess staffing allocations for equitable support across schools.

Enhancing ELD Instruction and Training

- Increase GLAD training for general education teachers.
- Provide more structured small-group interventions.
- Maintain AST/ELD support with a focus on early intervention.

- Expand the use of technology tools like Lexia and Nearpod.
- Consider adding a resident substitute teacher for ELD support.

Reclassification and Student Progress Monitoring

- Improve the process for reclassifying students, especially those with IEPs.
- Track long-term EL students (LTELs) earlier to prevent stagnation.

Summer and After-School Programs for ELs

- Expand summer ELD programs to more sites, including non-Title I schools.
- Provide more targeted intervention resources for newcomers.
- Strengthen after-school tutoring and mentorship programs.

Making English Learning Engaging

- Encourage peer mentoring and classroom buddy systems.
- Increase small group and one-on-one support.
- Offer additional test-taking strategies and study skill workshops.

Districtwide Improvements in EL Services

- Ensure equitable access to bilingual community advisors.
- Explore ParentSquare for multilingual communication.
- Explore digital translation tools for textbooks and materials.
- Address discrepancies between rising math scores and declining ELA scores.

Goal 4: PYLUSD will close the academic achievement gap for Long-term English Learner (LTEL) students.

Key themes from the feedback sessions include:

Parent and Community Engagement:

- Increase parent involvement by implementing strategies such as milestone celebrations and accessible communication.
- Explore opportunities for parents to engage in their native language to foster a sense of belonging.
- Improve awareness of translation services and school-based resources for families.

Instructional Support and Curriculum:

- Utilize software and technology to enhance language acquisition.
- Expand access to after-school tutoring, bilingual tutors, and targeted writing support.
- Provide differentiated instruction, word banks, and writing packets to address specific learning gaps.
- Consider alternative curriculums like Read 180 to strengthen reading and writing skills.
- Ensure teachers are trained in assessing student needs across language domains, with a focus on writing and literacy.

Early Intervention and Progress Monitoring:

- Identify and support students at risk of becoming LTELs before middle school.
- Increase ELPAC test awareness and integrate assessment data into classroom strategies.
- Implement goal-setting initiatives earlier and track progress through data systems like Aeries.
- Address chronic absenteeism as a barrier to academic progress and reclassification.

Student Motivation and Engagement:

- Embed motivation strategies, such as career awareness and goal-setting, to emphasize the importance of learning English.
- Expand leadership and peer mentoring programs to provide EL students with support.
- Recognize student progress with incentives, milestone celebrations, and PBIS integration.

Professional Development for Teachers:

- Train general education teachers on ELPAC rigor and effective EL instructional strategies.
- Provide site-based coaching and instructional support tailored to LTELs.
- Increase teacher awareness of LTEL data through Aeries and other analytics tools.

Additional Support and Community Partnerships:

- Expand AVID Excel and assess its effectiveness in supporting LTELs.
- Explore alternative reclassification methods for students with IEPs.
- Enhance outreach efforts through community initiatives like PIQE and potential Community Schools grants.
- Improve access to school-based bilingual resources, student ambassadors, and mentorship programs.

Goal 5: PYLUSD will close the academic achievement gap for Socio-Economically Disadvantaged (SED) students.

Key themes from the feedback sessions include:

Career and Technical Education (CTE) Expansion

- Increase CTE pathways at Valencia High School, focusing on hands-on, technical, and trade-related programs (robotics, autobody, mechanical, manufacturing).
- Strengthen connections with community college courses to provide real-life career skills.
- Advocate for a district-wide Trade Fair, College Fair, and Career Day.

Academic Support and Intervention

- Provide intervention programs during the school day (lunch, tutorial time) to address transportation barriers.
- Expand AVID and other career-readiness programs at elementary and middle school levels.
- Address gaps in subject-specific tutoring, such as the absence of an ELA lab.
- Improve test-taking confidence and familiarity with testing formats.
- Consider structured tutorial periods during the school day to support secondary level students.

Attendance and Student Engagement

- Increase staff outreach to families to improve attendance and address chronic absenteeism.
- Principals and teachers may actively engage families through home visits and conferences.
- Encourage elementary school leaders to promote college awareness (e.g., reading books about college).
- Expand after-school sports programs to build student connections and engagement.

Counseling and Social-Emotional Support

- Ensure the availability of counselors, especially at non-Title I schools.
- Explore the implementation of SEL lessons.
- Support additional behavioral and wellness staff at high-need schools.
- Expand RBT (Registered Behavior Technician) support for intervention and special education.

Transportation and Accessibility

- Address transportation challenges preventing students from accessing after-school programs.
- Continue expanding bus routes for greater accessibility.
- Improve outreach about available transportation options for high-impact sites.

Family and Community Engagement

- Enhance school-family connections by training front office staff on available support services.
- Offer resources such as child care, supply donations, clothing drives, and financial literacy education.
- Increase partnerships with PTAs and community businesses to provide incentives for engagement.
- Explore the Community Schools model to support whole-family needs.

College and Career Readiness

- Expand financial literacy and career preparation courses.
- Improve access to information on college majors, career pathways, and application processes.
- Strengthen AVID integration and explore ways to engage non-AVID students in similar opportunities.
- Increase real-world learning experiences through internships and mentorships.

Goal 6: PYLUSD will close the academic achievement gap for Foster Youth (FY) students.

Key themes from the feedback sessions include:

Enrollment & Stability

- Research other existing support models for best practices.
- Establish policies to ensure school stability for FY despite home placement changes.
- Maintain transportation support to keep FY at the same school when possible.

Access to Resources & Support Services

- Strengthen connections with county agencies to ensure FY and families access available resources.
- Utilize FY liaison to coordinate support across schools and the district.
- Organize a Resource Fair for FY similar to special education info nights.
- Investigate/expand mental health services (CYBHI).
- Increase counselor availability at schools with FY.
- Ensure FY mentors are consistently available, even at non-Title I schools.

Academic Support & Engagement

- Enhance tutoring services with earlier referrals for struggling students.
- Improve awareness and marketing of FY tutoring services for families.
- Provide teacher training in trauma-informed practices to better support FY.
- Allow time in class for student support and homework help.
- Address challenges with transient students struggling with academic vocabulary.

School Belonging & Social-Emotional Support

- Create peer-to-peer buddy programs for school transitions.
- Develop clubs and groups where FY can share experiences and build connections.
- Offer a variety of extracurricular activities, including middle school sports and interest-based clubs.
- Build community through celebrations, school-wide activities, and SEL initiatives.
- Promote an inclusive environment with mentorship, student buddies, and staff awareness training.

Staff Training & Professional Development

- Train staff district-wide on trauma-informed practices and supporting high-need students.
- Ensure all staff working with FY (teachers, counselors, wellness specialists) know who they are and the support available.
- Improve communication about funding and support services for FY.

Additional Recommendations

- Establish a designated point person for each FY (liaison, mentor, or community liaison).
- Consider hosting or participating in a regional FY Summit for shared learning and strategy development.
- Implement absentee interventions, including monitoring, notifications, and meetings.
- Create a welcoming environment through Care Closets, service groups, and ASB/activities cards.

Goal 7: PYLUSD will close the academic achievement gap for all Unduplicated Pupils through district-wide and school-wide actions.

Key themes from the feedback sessions include:

Parent & Community Engagement

- Parent involvement has decreased post-COVID, affecting student performance.
- PTA meetings help inform and engage parents, but parents want more district-led programs.
- The Superintendent's Parent/Student Advisory Committee is a valuable connection between parents and the district.
- More language support is needed to involve families in the school community.
- Parenting classes should be encouraged to help parents support students.
- Improve communication about academic programs and support services for students and families.

Attendance & Absenteeism

- Chronic absenteeism remains a concern; incentive-based attendance campaigns are effective.
- Attendance tracking and reporting should be more frequent (e.g., weekly updates to principals and clerks).
- Strengthen absenteeism interventions, including home visits and SART/SARB follow-through.
- Consider attendance credit recovery at the elementary level, including Saturday school.

Academic Support & Interventions

- Continue after-school interventions and tutoring, expanding availability and structure.
- Maintain and promote tutorial periods at the secondary level.
- Investigate effectiveness and expand math labs at middle schools.
- Provide small group instruction, structured student partnerships, and pre-assessments for targeted learning.
- Maintain interventions such as Reflex for math and ST Math as in-school support.

Student Support & School Climate

- Improve student connections through clubs, buddy systems, peer mentoring, and social-emotional learning (SEL).
- Schools should foster welcoming and inclusive environments through positive reinforcement and relationship-building.
- Encourage student leadership in clubs, service groups, and new student integration activities.
- Recognize and celebrate diverse cultures to improve student belonging and engagement.
- Structured opportunities for students to connect with peers (e.g., community-building events, field days).
- Ensure schoolwide consistency in behavioral support, including PBIS and restorative practices.

Counseling & Mental Health Support

- Increase counselor availability and lower student-to-counselor ratios for personalized support.
- Ensure students and staff are aware of mental health resources.
- Health clerks at middle schools are currently part-time; consider increasing hours and training in emotional support.
- Expand trauma-informed training for teachers and staff.
- Update the Suicide Prevention Curriculum with more engaging content.

Pathways, College & Career Readiness

- Consider strengthening high school pathway programs.
- Early exposure to career pathways should start in middle school.
- Dual enrollment opportunities should be more widely advertised.
- More life skills courses should be introduced.

- Improve website updates and communication regarding available programs.
- Expand access to popular programs like manufacturing, which fills up quickly.
- Ensure students are aware of academic resources, internships, and scholarships.

Teacher & Staff Support

- Provide ongoing PD for intervention strategies, reading difficulties, and AVID strategies.
- Support teachers in behavioral management.
- Encourage teachers to incorporate more student engagement activities.
- Offer structured time for teachers to identify and support struggling students.
- Consider peer support programs where student aides assist in classrooms.

Equity & Resource Allocation

- Schools with high concentrations of ELs and SED students should receive targeted resource allocations.
- Explore the possibility of increasing district leadership support through supplemental funding.
- Ensure transparency in how funding is allocated to support unduplicated pupils.

Goal 8: PYLUSD will provide focused actions to address academic achievement, engagement, and school climate for specific student groups and sites.

Key themes from the feedback sessions include:

Staffing & Support Services:

- Consider staffing ratios for counselors, SROs, and support staff.
- Ensure counselors are available to support all sites.
- Address gaps in support for students who do not actively seek help.
- Examine allocation of RBTs based on site needs and school size.

Special Education & Inclusive Practices:

- Provide ongoing teacher training in special education, including ProAct Light and PBIS.
- Improve onboarding and facilitated IEP training for education specialists.
- Expand co-teaching models in elementary schools beyond preschool and TK.

Attendance & Engagement Strategies:

- Expand attendance recovery programs and campaigns across all grade levels.
- Improve communication on the Independent Study process for parents.
- Reinforce behavioral and mental health supports, including small group interventions.

Academic Interventions & Pathways:

- Expand after-school intervention with tailored instruction in reading, writing, math, and ELD.

- Explore outside staffing for after-school tutoring and examine transportation support.
- Expand AVID, Gear Up, and career pathways, including CTE and ROP partnerships.

Equity & Resource Allocation:

- Ensure equitable distribution of resources based on student needs rather than equal allocation.
- Increase awareness and support for Foster Youth, McKinney-Vento students, and homeless students.
- Encourage school sites to allocate funds for small-group interventions during the school day.

Parental & Community Engagement:

- Facilitate increased parent engagement through district-supported opportunities.
- Improve messaging about available resources for families.

Operational Considerations:

- Review administrative workload related to behaviors and IEPs to allow for proactive interventions.
- Continue evaluating and refining virtual instruction models for BVVA students needing additional support.

Goal 9: Focused actions to improve academic achievement and staffing at El Camino Real Continuation High School.

Key themes from the El Camino Real Continuation High School feedback sessions include:

The community expressed strong support for the continuation of the proposed actions from the 2024-25 LCAP to enhance student achievement at El Camino Real High School. Key areas of focus include:

Smaller Class Sizes & Targeted Instruction (9.1, 9.7, 9.8, 9.9)

- Support for additional teaching staff to maintain lower class sizes and better serve at-risk students.
- Training for math teachers in Building Thinking Classrooms and use of formative assessments to refine instruction.
- Professional development for ELA teachers in GLAD, Step Up to Writing, and College Readiness Writing strategies.
- Expansion of targeted intervention programs in ELA and math, using AVID strategies and formative assessments.

Student Engagement & College Readiness (9.2, 9.5, 9.6, 9.10)

- Establishment of an AVID program to improve student engagement and close achievement gaps.
- Monitoring and addressing disparities in college and career program enrollment for underrepresented students.
- Implementation of College Link courses and quarterly College & Career events to increase post-secondary preparedness.
- EL Roadmap and ELD framework training for staff to improve English Learner outcomes.

Behavioral Support & Discipline Alternatives (9.3, 9.4)

- Review and enhance discipline systems with additional means of correction and support as alternatives to suspension.
- Expansion of counseling services to address the academic, social, and emotional needs of students.

Attendance Improvement & Student Retention (9.11)

- Formation of a Site Attendance Team to address chronic absenteeism through home visits, phone calls, and interventions.
- Strengthened communication with families and linkage to outside resources to improve student attendance.

Input gathered during educational partner feedback sessions were examined to ensure the actions proposed are needs-responsive and assets-oriented. Many of the suggestions from our educational partners will assist our district as we drive instructional improvements and allocate resources effectively. The following actions within each goal were either created or revised based on feedback from our educational partners:

Goal 1: PYLUSD will provide innovative, rigorous, and relevant educational experiences that empower students to become responsible, ethical, and contributing citizens.

Goal 2: PYLUSD will continue to provide the necessary resources, skills, and opportunities for all students to meet or exceed grade level expectations.

Actions influenced include:

- 2.2 - Professional development for certificated staff
- 2.4 - Effective CAASPP administration
- 2.5 - Equitable distribution of resources
- 2.6 - Professional development for classified staff

Goal 3: PYLUSD will close the academic achievement gap for English Learner (EL) students.

Actions influenced include:

- 3.4 - Professional development to assist English Learners with IEPs
- 3.6 - Ensuring equitable access to core and supplemental ELD curriculum
- 3.20 - Ensuring assets-oriented and needs-responsive schools
- 3.21 - Implementation of an English Learner Snapshot

Goal 4: PYLUSD will close the academic achievement gap for Long-term English Learner (LTEL) students.

Actions influenced include:

- 1 - AVID Excel program
- 7 - Engaging with LTELs

- 4.8 - Early intervention for students at-risk for LTEL
- 4.9 - Teacher and staff awareness of LTELs
- 4.10 - Structured check-ins with LTELs
- 4.11 - Effective language teaching strategies
- 4.13 - Student-driven goal setting and progress monitoring
- 4.14 - LTEL progress monitoring

Goal 5: PYLUSD will close the academic achievement gap for Socio-Economically Disadvantaged (SED) students.

Actions influenced include:

- 5.14 - Elementary Math Fellows
- 5.15 - Mentoring program

Metrics influenced include:

M5.10 - M5.16

Goal 7: PYLUSD will close the academic achievement gap for all Unduplicated Pupils through district-wide and school-wide actions.

Actions influenced include:

- 7.3 - Maintaining class size reduction in TK and K
- 7.4 - Training on tier one intervention strategies
- 7.32 - Secondary school intervention programs
- 7.33 - Maintenance of CTE pathways
- 7.34 - Title I Parent Advisory Committee
- 7.35 - Expansion and support of Dual Language Academy
- 7.38 - Interpretation support for materials and meetings
- 7.39 - Site level awareness of unduplicated pupils

Goal 8: PYLUSD will provide focused actions to address academic achievement, engagement, and school climate for specific student groups and sites.

Actions influenced include:

- 6 - Attendance Recovery Program including Saturday School
- 10 - Family and community engagement to support attendance
- 16 - Special Education Community Advisory Committee
- 17 - Additional Academic Support for Melrose

Goal 9: Focused actions to improve academic achievement and staffing at El Camino Real Continuation High School.

Actions influenced include:

9.6 - College Link courses and College and Career events

9.12 - Flexible Scheduling

Goals and Actions

Goal

Goal #	Description	Type of Goal
1	PYLUSD will provide innovative, rigorous, and relevant educational experiences that empower students to become responsible, ethical, and contributing citizens.	Broad Goal

State Priorities addressed by this goal.

- Priority 4: Pupil Achievement (Pupil Outcomes)
- Priority 5: Pupil Engagement (Engagement)
- Priority 6: School Climate (Engagement)
- Priority 8: Other Pupil Outcomes (Pupil Outcomes)

An explanation of why the LEA has developed this goal.

This goal was established to sustain and enhance the district’s strong academic performance while addressing key areas of growth. With high student achievement in Mathematics and English Language Arts, a 95.4% graduation rate, and a College/Career indicator exceeding state performance levels, the district remains committed to providing rigorous and relevant educational experiences. Targeted intervention programs in ELA and Math, expanded early learning opportunities, and increased pathways for students with disabilities to earn diplomas and transition to work demonstrate PYLUSD’s dedication to equitable student success. Additionally, the expansion of middle school athletics, implementation of CAASPP Interim Assessment Blocks, and ongoing professional development for staff ensure that students receive comprehensive support in their academic journey.

Despite these successes, the district recognizes areas for continued growth, including the need to improve English learner progress, reduce chronic absenteeism—especially among certain student subgroups—and close persistent achievement gaps for English Learners, Foster Youth, Students with Disabilities, and Socioeconomically Disadvantaged students. To address these challenges, PYLUSD is implementing targeted interventions such as expanded foundational math and writing programs, increased access to computer science education, and a transition-to-work program for graduates. Additionally, efforts to enhance community engagement, reduce class sizes, and provide innovative academic pathways will further support student success. By prioritizing these initiatives, PYLUSD aims to empower all students to thrive academically and become responsible, ethical, and contributing citizens.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
1.1	English Language Arts CA Dashboard Indicator, Percentage of Students Meeting or Exceeding Standard, and Distance from Standard (DFS)	Districtwide 2022-2023 (64.75%) = Green DFS = 35.6 above	Districtwide 2023-2024 (65.32%) = Green DFS = 35.6 above		Districtwide 2025-2026 (70.8%) = Blue DFS = 45 above	(Increase of 0.57%) No change in color DFS = no change
1.2	Mathematics CA Dashboard Indicator, Percentage of Students Meeting or Exceeding Standard, and Distance from Standard (DFS)	Districtwide 2022-2023 (53.48%) = Green DFS = 6.1 above	Districtwide 2023-2024 (55.95%) = Green DFS = 11 above		Districtwide 2025-2026 (59.5%) = Blue DFS = 35 above	(Increase of 2.47%) No change in color DFS = + 4.9 points
1.3	Suspension Rate and CA Dashboard Indicator	Districtwide 2022-2023 (1.4%) = Green	Districtwide 2023-2024 (0.6%) = Blue		Districtwide 2025-2026 (<1%) = Blue	(Reduction of 0.8%)
1.4	College/Career CA Dashboard Indicator and Percentage of Students Indicated as Prepared	Districtwide 2022-2023 (55.8%) = High	Districtwide 2023-2024 (59.8%) = Green		Districtwide 2025-2026 (61.8%) = High	Increase of 4%
1.5	Chronic Absenteeism CA Dashboard Indicator and Chronic Absenteeism Rate	Districtwide 2022-2023 (17.8%) = Orange	Districtwide 2023-2024 (12.2%) = Yellow		Districtwide 2025-2026 25% reduction in Chronic Absenteeism Rate (13.35%) and Districtwide = Green	Reduction of 5.6%
1.6	Graduation Rate CA Dashboard Indicator and Graduation Rate	Districtwide 2022-2023 (94.3%) = Green	Districtwide 2023-2024 (95.4%) = Blue		Districtwide 2025-2026 (95.8%), 0.5% yearly = Blue	Increase of 0.9%

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
1.7	Percentage of students early on grade level or above as indicated on the iReady ELA Diagnostic (K-5)	Winter Diagnostic 2022-23 = 58%	Winter Diagnostic 2023-24, K-5: 62%		Winter Diagnostic 2025-26 = 63%	Increase of 4%
1.8	Percentage of students early on grade level or above as indicated on the iReady Math Diagnostic (K-5)	Winter Diagnostic 2022-23 = 47%	Winter Diagnostic 2023-24, K-5: 50%		Winter Diagnostic 2025-26 = 52%	Increase of 3%
1.9	Passing Grades indicated on the Transcript (A,B,C) in Core Content Classes	Second Trimester 2023-2024, 3rd-6th: Reading = 92% Writing = 93% Math = 91% Science = 97% Social Science = 95% First Semester 2023-2024, 6th-12th: ELA = 89% Math = 86% Science = 88% Social Science = 88%	Second Trimester 2024-2025, 3rd-6th: Reading = 92% Writing = 93% Math = 92% Science = 97% Social Science = 94% First Semester 2024-2025, 6th-12th: ELA = 90% Math = 86% Science = 88% Social Science = 90%		Second Trimester 2026-2027, 3rd-6th: Reading = 95% Writing = 96% Math = 94% Science = 100% Social Science = 98% First Semester 2026-2027, 6th-12th: ELA = 92% Math = 89% Science = 91% Social Science = 91%	Second Trimester, 3rd-6th: Reading = 0% Writing = 0% Math = Increased of 1% Science = 0% Social Science = Reduction of 1% First Semester, 6th-12th: ELA = Increased of 1% Math = 0% Science = 0% Social Science = Increased of 2%
1.10	District Writing Prompt - Met or Exceeded	Spring 2022-2023, 1st-5th (score of 3 or 4 out of 4): 81%	Spring 2023-2024, 1st-5th (score of 3 or 4 out of 4): 67%		Spring 2025-2026, 1st-5th: 86% Spring 2025-2026, 6th-12th:	1st-5th: Reduction of 14% 6th-12th: Increase of 5%

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		Spring 2022-2023, 6th-12th (score of 3, 4, or 5 out of 5): 76%	Spring 2023-2024, 6th-12th (score of 3, 4, or 5 out of 5): 81%		81%	
1.11	AP Program Participation, Exams Administered, and Pass Rate	Spring 2022-2023: 27% student course participation 4,493 exams administered 85% pass rate	Spring 2023-2024: 28% student course participation 5,017 exams administered 88.4% pass rate		Spring 2025-2026: 33% student course participation 4,893 exams administered 88% pass rate	Increase of 1% course participation Increase of 524 exams administered Increase of 3.4% pass rate
1.12	Cambridge Program Exams Administered and Pass Rate	Spring 2022-2023: 102 exams administered 80% pass rate	Spring 2023-2024: 158 exams administered 82% pass rate		Spring 2025-2026: 150 exams administered 83% pass rate	Increase of 56 exams administered Increase of 2% pass rate
1.13	IB Program Diplomas Earned, Exams Administered, and Pass Rate	Spring 2022-2023: 63 IB Diplomas earned 420 exams administered 91% pass rate	Spring 2023-2024: 55 IB Diplomas earned 339 exams administered 96% pass rate		Spring 2025-2026: 70 IB Diplomas earned 452 exams administered 96% pass rate	Decrease of 8 IB Diplomas earned Decrease of 73 exams administered Increase of 2% pass rate

Goal Analysis [2024-25]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Goal 1.0 focused on providing innovative, rigorous, and relevant educational experiences to students. Below is a summary of the implementation for each action and any substantive differences between planned actions and actual implementation.

Action 1.1: Targeted Intervention

The targeted intervention program was successfully offered during the 2024-25 school year with no substantive differences between the planned actions and their implementation.

Action 1.2: Foundational Math

Teachers participated in professional development aligned with the updated math framework and continued to utilize i-Ready personalized pathways, as well as Reflex and Frax, to support math fluency. There were no substantive differences between the planned actions and actual implementation.

Action 1.3: Foundational Writing

During the 2024-2025 school year, teachers received professional development on student writing across domains and content areas. This included training on Writer’s Workshop, Step Up to Writing, and Expository Reading and Writing. The implementation proceeded as planned without substantive differences.

Action 1.4: Computer Science

The district provided elementary computer instructional specialists with computer science curriculum and pacing guides. Middle school STEM labs embedded computer science units into the curriculum, and CSTEM Algebra 1 was available at all high schools. There were no substantive differences in implementation.

Action 1.5: Middle School Athletics

The middle school athletics program was implemented as planned, offering students the opportunity to participate in Volleyball, Cross Country, Flag Football, Wrestling, and Track. There were no substantive differences between the planned and actual implementation.

Action 1.6: PLUS Program

The special education department aimed to establish a partnership with Goodwill of Orange County to develop internship programs within district departments. While this partnership did not materialize, a deeper collaboration with the North Orange County Regional Occupational Program (NOCROP) was formed. As a result, more students aged 18-22 are receiving subsidized employment opportunities both within the district and in the community.

Action 1.7: ADVANCE Program

The ADVANCE program at El Camino Real High School successfully supported two students in earning their high school diplomas. Additionally, improved monitoring of students at risk of leaving a graduation pathway helped reduce the number of students requiring the program. The district will continue these efforts to ensure all students remain on track for graduation.

Action 1.8: Preschool Program

The construction and opening of three new preschools at Glenview, Morse, and Tynes elementary schools were delayed due to manufacturer and construction setbacks. These preschools are now expected to open in spring 2025.

Action 1.9: Special Education Resources and Programs

Full-time Special Education Intervention Assistants were provided to programs serving students with the most intensive needs. Data collection and factor analysis revealed that no additional positions will be converted to full-time for the upcoming school year. However, collaboration with Human Resources has successfully increased hiring for permanent part-time positions.

Action 1.10: Engaged Community

To enhance community engagement, the Superintendent's High School Advisory Committee meetings were decentralized and held at individual high schools. These meetings facilitated school climate data analysis, root cause identification, and the development of action plans with student and site administrator input.

Action 1.11: 5th/6th Grade Combination Class Elimination

The district successfully eliminated 5th/6th grade combination classes as planned, with no substantive differences in implementation.

Action 1.12: Innovative Programs

The district continued to explore the potential for a performing arts pathway, along with additional programs and pathways across schools. There were no substantive differences between the planned and implemented actions.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

There were no material differences between budgeted expenditures and estimated actual expenditures for any actions.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

The effectiveness of the actions listed below can be assessed through key factors and evidence gathered:

Action 1.1: Targeted Intervention

PLUSD elementary schools implemented five cycles of before-school and after-school intervention groups for math and English in grades 3-6. Through the second cycle, 1,229 elementary students participated in small group targeted interventions, representing approximately 15% of students in these grades. Survey feedback from teachers and anecdotal feedback from parents has been positive, indicating effectiveness in supporting student learning.

Action 1.2: Foundational Math

A total of 6,760 students in grades 1-6 engaged with the Reflex math app, resulting in an increase in group fluency averages from 46.8% to 64.4%, with an average of 44 facts gained per student. Additionally, 2,724 students in grades 2-6 used the Frax math app, completing an average of 5.8 missions. Improvements in fact fluency and conceptual understanding of fractions contributed to student success in other math assessments, such as i-Ready and SBAC.

Action 1.3: Foundational Writing

In mid-October, the first elementary writing prompt was administered to 7,284 students in grades 1-5. At that point in the assessment calendar, 50% of students scored a 3, 3.5, or 4 on the district's four-point writing rubric, while an additional 37% scored a 2 or 2.5, indicating they were nearing proficiency. Two more district writing prompts will be used to continue monitoring student progress, demonstrating the district's commitment to strengthening writing skills.

Action 1.4: Computer Science

The Computer Science Continuum continues to progress, with Computer Instructional Specialists receiving professional development to support elementary students. Middle school STEM elective teachers implemented a six-week coding unit into their pacing guides, and CSTEM Algebra 1 was offered at all comprehensive high schools. These efforts ensure sustained integration of computer science education across grade levels.

Action 1.5: Middle School Athletics

The Middle School Athletics program maintained high participation levels during the 2024-25 school year. Volleyball had 500 participants, Cross Country had 766 participants, and Wrestling and Track also remained popular, with hundreds of students involved. Additionally, the inaugural Middle School Flag Football season saw 500 students participate, reflecting the program's success in providing athletic opportunities for middle school students.

Action 1.6: PLUS Program

Through the district's partnership with NOCROP, efforts are underway to develop a Memorandum of Understanding (MOU) to reallocate funding toward expanding subsidized employment opportunities for students in special education programs. Progress is on track to meet this goal.

Action 1.7: ADVANCE Program

The ADVANCE program successfully supported students in earning their diplomas, with all participants graduating in January 2025. As a result, no additional program costs will be incurred for the remainder of the 2024-25 school year. The district will continue to monitor students who may require this program to support their graduation pathways.

Action 1.8: Preschool Program

Due to delays in the construction and opening of new preschools, the district did not see a significant increase in program participation during this cycle. However, participation is expected to grow in the upcoming school year as all three new preschool locations become operational.

Action 1.9: Special Education Resources and Program

The district continues to collaborate with Human Resources to fill vacant intervention assistant positions. No additional costs will be incurred for the remainder of the 2024-25 school year, as no further part-time positions will be converted to full-time. The current hiring efforts have been effective in meeting the goal of strengthening support for students with special needs.

Action 1.10: Engaged Community

The district maintained its commitment to community engagement through the continuation of the Superintendent's Monday Message, quarterly Superintendent's Community Advisory Committee meetings, and the launch of Peachjar, a digital flier distribution platform. Additionally, social media presence was expanded, with Instagram followers exceeding 8,750, reinforcing the district's efforts to connect with the community.

Action 1.11: 5th/6th Grade Combination Class Elimination

Through the use of Learning Recovery Emergency Block Grant funds, the district successfully eliminated nine 5th/6th grade combination classes, effectively reducing class sizes at the elementary level and improving instructional quality.

Action 1.12: Innovative Programs

The district successfully launched the Orange County School of Computer Sciences, a conversion-dependent charter school, enrolling over 700 students in its first year. Additionally, the Universal Sports Institute was introduced, with over 100 student-athletes participating in this specialized pathway through Parkview School. These initiatives highlight the district's dedication to expanding innovative educational opportunities for students.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

As a result of reflection on prior practice, we have added additional Distance From Standard (DFS) metrics for the ELA and Math CAASPP. Additionally, the following actions have planned changes for the coming year:

Action 1.1: Targeted Intervention

We anticipate utilizing ELOP funding to provide ongoing targeted intervention at both the elementary and middle school levels beginning next year. At the high school level, we will utilize unexpended LREBG to continue to offer intervention and tutoring but in a less structured format to better meet students' needs and are exploring digital resources to supplement these services.

Action 1.4: Computer Science

To enhance teacher and student awareness of computer science, we will provide professional development focused on the use of Artificial Intelligence in the classroom. This initiative will be funded by a K12 Strong Workforce Program Grant.

Action 1.5: Middle School Athletics

Recognizing the positive impact of middle school sports on student well-being, connectedness, and physical health, PYLUSD remains committed to supporting the program. As part of our efforts to improve offerings, we will explore potential changes to the available sports and season lengths to maximize this opportunity for students.

Action 1.6: PLUS Program

We will continue working with NOCROP to expand job placement opportunities, subsidized employment, and counselor support for students in our programs. Our goal is to increase student participation and access to these valuable resources. To further support this effort, we are in the process of developing an MOU with NOCROP to enhance the subsidized employment opportunities available to our students.

Action 1.7: ADVANCE Program

We will maintain a focus on monitoring high school students with moderate disabilities who are at risk of not earning a diploma. District-level staff meetings will continue to assess and provide necessary supports to keep students on track for graduation. With improved tracking and intervention, we anticipate a reduced need for students to complete their diplomas through the ADVANCE program, as they will receive support earlier in their educational journey.

Action 1.8: Preschool Program

Following delays in construction this year, the three new preschool locations will officially open next year, expanding early education opportunities for students and families.

Action 1.9: Special Education Resources and Program

After assessing the staffing and fiscal impact of consolidating part-time positions into full-time positions, this action will be discontinued in the 2025-2026 school year.

Action 1.11: 5th/6th Grade Combination Class Elimination

We plan to discontinue this action in the 2025-2026 school year due to financial constraints.

Action 1.12: Innovative Programs

We will continue to explore the development of new programs and pathways for students, including STEAM programs, the International Baccalaureate Primary Years Programme, the International Baccalaureate Middle Years Programme, and Arts, Media, and Entertainment pathways. Additionally, we will apply for California Community Schools Partnership Program grant funding to support these initiatives.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

ctions

Action #	Title	Description	Total Funds	Contributing
1.1	Targeted Intervention	The district will provide a comprehensive, targeted intervention program before, during, and after school to address the academic and engagement needs of unduplicated student groups, including English Learners (ELs), low-income students, and foster youth, supported through LREBG funds (\$143,816). The 2024 California School Dashboard reveals persistent performance gaps, including a 10% decline in English Learner progress toward language proficiency, increased chronic absenteeism among ELs and socioeconomically disadvantaged students, and ongoing academic disparities in core subjects. Research demonstrates that after-school intervention programs significantly improve academic outcomes, attendance, and behavior for at-risk students when they offer structured academic support and enrichment opportunities (Beckett et al., 2009). M1.1 & M1.2 will be used to determine the effectiveness of this action.	\$143,816.00	No
1.2	Foundational Math	Provide a comprehensive foundational math approach to build fact fluency, conceptual understanding, and procedural fluency through the use of supplemental math curriculum.	\$0.00	No
1.3	Foundational Writing	Provide a comprehensive writing program to support the writing process for students through the use of supplemental writing programs.	\$0.00	No
1.4	Computer Science	Provide a districtwide K-12 computer science pathway for students to increase their college and career readiness through the use of computer science curriculum and support staff. Provide training on the use of artificial intelligence tools to support the achievement of all unduplicated pupils.	\$119,030.18	No
1.5	Middle School Athletics	Provide a robust middle school athletics program to increase students' physical wellness and exposure to athletics prior to high school.	\$246,936.00	No

Action #	Title	Description	Total Funds	Contributing
1.6	PLUS Program	Provide a transition to work program (Placentia Linda Upward Success) for graduates of Venture Academy to be employed by the district.	\$30,000.00	No
1.7	ADVANCE Program	Provide a 5th year program at El Camino Real High School for students who are eligible for the Venture adult transition program who have nearly met the high school graduation requirements to allow for increased opportunities to earn a diploma.	\$67,492.63	No
1.8	Preschool Program	Expand the preschool programs to provide increased access to early childhood education and development for families through an inclusion model.	\$0.00	No
1.9	Engaged Community	Increase community engagement by providing access to internet and technology as well as through a variety of communication tools and platforms including, but not limited to, Superintendent's Monday Message, Superintendent's Community Advisory Committees, and a new Digital Flier Distribution Platform.	\$31,230.00	No
1.10	5th/6th Grade Combination Class Elimination	Provide class size reduction and support the achievement of upper grade elementary students through the reduction of 5th and 6th grade combination classes.	\$0.00	No
1.11	Innovative Programs	Provide innovative programs and pathways at our schools in order to increase enrollment and student engagement in our award winning district.	\$207,068.00	No

Goals and Actions

Goal

Goal #	Description	Type of Goal
2	PYLUSD will continue to provide the necessary resources, skills, and opportunities for all students to meet or exceed grade level expectations.	Maintenance of Progress Goal

State Priorities addressed by this goal.

- Priority 1: Basic (Conditions of Learning)
- Priority 2: State Standards (Conditions of Learning)
- Priority 3: Parental Involvement (Engagement)
- Priority 4: Pupil Achievement (Pupil Outcomes)
- Priority 5: Pupil Engagement (Engagement)
- Priority 6: School Climate (Engagement)
- Priority 7: Course Access (Conditions of Learning)

An explanation of why the LEA has developed this goal.

PYLUSD remains committed to ensuring that all students have access to the resources, skills, and opportunities necessary to meet or exceed grade-level expectations. With a diverse student population of over 22,700, including 44% identified as socioeconomically disadvantaged, 13.5% as English learners, and 0.4% as foster youth, it is essential to provide equitable support systems that address the unique needs of every learner. While districtwide performance in key areas such as English Language Arts, Mathematics, Graduation Rate, and College/Career readiness remains strong, areas like English Learner Progress and Chronic Absenteeism require continued attention and targeted intervention. By investing in high-quality instruction, professional development, and instructional resources, PYLUSD ensures that all students receive the support necessary to achieve academic success.

To sustain and build upon this progress, Goal 2 focuses on maintaining a highly qualified teaching staff, expanding professional development opportunities, and ensuring the equitable distribution of resources across the district. Continuous improvement efforts and instructional material enhancements, will help monitor student progress and refine instructional strategies. Additionally, providing professional development for classified staff ensures that all school personnel contribute effectively to student success. By prioritizing these initiatives, PYLUSD reaffirms its dedication to fostering an inclusive and academically enriching environment where all students can thrive.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
2.1	English Language Arts CA Dashboard Indicator, Percentage of Students Meeting or Exceeding Standard, and Distance from Standard (DFS)	Districtwide 2022-2023 (64.75%) = Green DFS = 35.6 above	Districtwide 2023-2024 (65.32%) = Green DFS = 35.6 above		Districtwide 2025-2026 (70.8%) = Blue DFS = 45 above	(Increase of 0.57%) No change in color DFS = no change
2.2	Mathematics CA Dashboard Indicator, Percentage of Students Meeting or Exceeding Standard, and Distance from Standard (DFS)	Districtwide 2022-2023 (53.48%) = Green DFS = 6.1 above	Districtwide 2023-2024 (55.95%) = Green DFS = 11 above		Districtwide 2025-2026 (59.5%) = Blue DFS = 35 above	(Increase of 2.47%) No change in color DFS = + 4.9 points
2.3	Suspension Rate and CA Dashboard Indicator	Districtwide 2022-2023 (1.4%) = Green	Districtwide 2023-2024 (0.6%) = Blue		Districtwide 2025-2026 (<1%) = Blue	Reduction of 0.8%
2.4	College/Career CA Dashboard Indicator and Percentage of Students Indicated as Prepared	Districtwide 2022-2023 (55.8%) = High	Districtwide 2023-2024 (59.8%) = Green		Districtwide 2025-2026 (61.8%) = High	Increase of 4%
2.5	Chronic Absenteeism CA Dashboard Indicator and Chronic Absenteeism Rate	Districtwide 2022-2023 (17.8%) = Orange	Districtwide 2023-2024 (12.2%) = Yellow		2025-2026 25% reduction in Chronic Absenteeism Rate (13.35%) and Districtwide = Green	Reduction of 5.6%
2.6	Graduation Rate CA Dashboard Indicator and Graduation Rate	Districtwide 2022-2023 (94.3%) = Green	Districtwide 2023-2024 (95.4%) = Blue		Districtwide 2025-2026 (95.8%), 0.5% yearly = Blue	Increase of 0.9%

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
2.7	Percentage of students early on grade level or above as indicated on the iReady ELA Diagnostic (K-5)	Winter Diagnostic 2022-23, K-5: 58%	Winter Diagnostic 2023-24, K-5: 62%		Winter Diagnostic 2025-26, K-5: 63%	Increase of 4%
2.8	Percentage of students early on grade level or above as indicated on the iReady Math Diagnostic (K-5)	Winter Diagnostic 2022-23, K-5: 47%	Winter Diagnostic 2023-24, K-5: 50%		Winter Diagnostic 2025-26, K-5: 52%	Increase of 3%
2.9	Passing Grades indicated on the Transcript (A, B, or C) in Core Content Classes	<p>Second Trimester 2023-2024, 3rd-6th: Reading = 92% Writing = 93% Math = 91% Science = 97% Social Science = 95%</p> <p>First Semester 2023-2024, 6th-12th: ELA = 89% Math = 86% Science = 88% Social Science = 88%</p>	<p>Second Trimester 2024-2025, 3rd-6th: Reading = 92% Writing = 93% Math = 92% Science = 97% Social Science = 94%</p> <p>First Semester 2024-2025, 6th-12th: ELA = 90% Math = 86% Science = 88% Social Science = 90%</p>		<p>Second Trimester, 2026-2027, 3rd-6th: Reading = 95% Writing = 96% Math = 94% Science = 100% Social Science = 98%</p> <p>First Semester, 2026-2027, 6th-12th: ELA = 92% Math = 89% Science = 91% Social Science = 91%</p>	<p>Second Trimester, 3rd-6th: Reading = 0% Writing = 0% Math = Increased of 1% Science = 0% Social Science = Reduction of 1%</p> <p>First Semester, 6th-12th: ELA = Increased of 1% Math = 0% Science = 0% Social Science = Increased of 2%</p>
2.10	District Writing Prompt - Met or Exceeded	<p>Spring 2022-2023, 1st-5th: 81%</p> <p>Spring 2022-2023, 6th-12th: 76%</p>	<p>Spring 2023-2024, 1st-5th (score of 3 or 4 out of 4): 67%</p> <p>Spring 2023-2024, 6th-12th (score of 3, 4, or 5 out of 5):</p>		<p>Spring 2025-2026, 1st-5th: 86%</p> <p>Spring 2025-2026, 6th-12th: 81%</p>	<p>1st-5th: Decrease of 14%</p> <p>6th-12th: Increase of 5%</p>

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
			81%			
2.11	Total # Teacher Miss-assignments	2023-24 = 0	2024-25 = 2		2026-27 = 0	2
2.12	Percentage of students with sufficient access to standards-aligned instructional materials	2023-24 = 100%	2024-25 = 100%		2026-27 = 100%	0%
2.13	Overall Rating for All School Facilities Using the Facilities Inspection Tool (FIT)	2023-24 = Good	2024-25 = Good		2026-27 = Good	0%
2.14	Local Indicator for Implementation of State Standards	2023-24 ELA/ELD - 4 (Full Implementation) Math - 4 (Full Implementation) Science - 4 (Full Implementation) History Social Science - 4 (Full Implementation) Career Technical Education - 4 (Full Implementation) Health/PE/VAPA/World Language - 4 (Full Implementation)	2024-25 ELA/ELD - 4 (Full Implementation) Math - 4 (Full Implementation) Science - 4 (Full Implementation) History Social Science - 4 (Full Implementation) Career Technical Education - 4 (Full Implementation) Health/PE/VAPA/World Language - 4 (Full Implementation)		2026-27 ELA/ELD - 5 (Full Implementation & Sustainability) Math - 5 (Full Implementation & Sustainability) Science - 5 (Full Implementation & Sustainability) History Social Science - 5 (Full Implementation & Sustainability) Career Technical Education - 5 (Full Implementation & Sustainability)	ELA/ELD = 0% Math = 0% Science = 0% History Social Science = 0% Career Technical Education = 0% Health/PE/VAPA/World Language = 0%

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
					Health/PE/VAPA/World Language - 5 (Full Implementation & Sustainability)	

Goal Analysis [2024-25]

An analysis of how this goal was carried out in the previous year.
A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

A summary of the implementation for each action and any substantive differences is outlined below:

Action 2.1: Districtwide Staffing
We continue to employ highly qualified teachers and staff to ensure effective instruction and district operations. There were no substantive differences between planned actions and actual implementation.

Action 2.2: Professional Development, Training, and Task Forces
We continue to provide essential resources, training, and development opportunities to equip staff with the skills necessary to support all students in meeting or exceeding grade-level expectations. There were no substantive differences between planned actions and actual implementation.

English Language Arts - Trainings provided include Writer’s Workshop (K-8), DBQ Introduction (3-6), Building Blocks of Literacy (K-5), Step Up to Writing, PTKLF Introduction & Overview (Mathematics/Social and Emotional/Language & Literacy Domains), Supporting Toileting Independence, Pre-K Guided Language Acquisition & Design (GLAD) Strategies. Task forces created: K-2 Reading Difficulties Risk Screener Task Force (to support RDRS adoption per state requirements), 6-8 ELA Pilot Task Force (to evaluate new language arts curriculum), 9-12 Pacing Guide Task Force (to develop district-wide pacing guides). Family Literacy Night teacher representatives were established, and training was scheduled for site implementation.

Mathematics - Trainings provided include Cognitively Guided Instruction (K-5), Math Expressions Bridge Units (K-5), Understanding Fractions (3-5), Addition & Subtraction Problem Solving (K-2), Math Labs (K-5), Building Thinking Classrooms (6-12), New Hire Institute overview of textbook resources, PYL Signature Practices, ELD strategies, MS Math Lab training in IXL. Our secondary instructional coach attended the California Mathematics Council Conference and is partnering with OCDE through the Vision Driven Math series. Collaboration events: MS Math Lab/Algebra 1A, C-STEM Algebra 1, and Geometry; middle/high school Leadership Team meetings; Math Fellows (6-12) meetings (bimonthly); Fall Common Assessment Course Task Force.

Science - Trainings provided include Scientific Writing & Cross-Cutting Concept Integration (offered three times), Chemical Hygiene Safety compliance (preservice), Data Analysis in Pear (completed during PLCs), NGSS Certification (six-month series). Science Fellows (Year 2) continued NGSS Certification. Secondary site leads and MS STEM teachers held collaboration days. Common Assessment Task Forces met for Health, Living Earth, Chemistry, and Physics. Our secondary science TOSA attended four CAST DATA Conferences.

Social Science - Trainings provided include Document-Based Questions (DBQ) and Writing in Social Studies. Pear Assessment training delivered at 9-12 Coordinated PLCs and 6-12 Site Department meetings. State Seal of Civic Engagement coordinators met once; department leaders attended one gradespan leadership meeting. Task forces: 6-12 Grade Level Common Assessment Task Force and Honors Civics Course Development Task Force (met six times).

AVID - Comprehensive AVID training opportunities were provided covering TK-12 implementation, leadership, literacy, ELD, STEM, and site-based professional development. Training formats included AVID Summer Institutes (Anaheim & San Diego), AVID Ignite (Virtual), regional workshops, and school-year path trainings.

Action 2.3: Instructional Materials, Supplies, and Services

We continue to provide instructional materials, supplies, and services to support student success. There were no substantive differences between planned actions and actual implementation.

English Language Arts: Materials purchased include 6-12 Step Up to Writing teacher manuals, Pear Assessment software licenses (6-12), Momentum in Teaching contract for 6-8 Writer's Workshop training, IXL ELA licenses for requesting 6th-grade teachers.

Mathematics: Materials purchased include Building Thinking Classrooms approach resources (BTC books, erasable whiteboard materials, dry-erase pens).

Science: Materials purchased include consumable supplies for grades 6-8 and courses in Living Earth, Chemistry, and Anatomy & Physiology. Renewed licenses for science and STEM programs. Equipment repairs/replacements: glassware, scales, hydroponic systems, scientific calculators, microscopes. New equipment and curriculum supplements: Health manipulatives, AP Environmental Science case studies.

Social Science: Materials purchased include new textbooks for Psychology, AP Psychology, Sociology, AP Human Geography, and AP US History.

AVID: Materials purchased include AVID site licenses (new and existing sites), AVID Excel site licenses (new and existing sites), digital sources, print materials, and student supplies for AVID programs at all grade levels.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

The following actions experienced material differences between budgeted and estimated actual expenditures:

Action 2.2: Professional Development, Training, and Task Forces

English Language Arts: A significant expenditure occurred in Spring 2025 due to a state directive requiring the selection of a Reading Difficulties Screener. Additional funds allocated for K-2 teacher training on screening procedures. An ELA pilot task force was funded to evaluate curricula that support intervention for students flagged by the screener. Additional hours provided for DLA teachers transitioning from i-Station to i-Ready Spanish diagnostic. District TOSAs trained as Step Up to Writing trainers for K-5 instruction. Momentum in Teaching expanded training to further support narrative, informational, and opinion writing across all grades.

Mathematics: Expanded teacher support to align with the 2023 math framework. Additional funds were allocated for UCI bridge unit training (K-5) and a Math Task Force developing OCDE-aligned bridge units. Launch of the secondary Math Fellows program, including funding for BTC materials and professional development.

Science: Increased support for Science Fellows professional development. Elementary Science Fellows completed NGSS certification to reinforce early-grade science instruction.

Action 2.3: Instructional Materials, Supplies, and Services

English Language Arts: Pear Assessment expanded to grades 3-5 to support CAASPP interim assessments. Additional IXL licenses purchased for 6th-grade teachers to facilitate diagnostics and individualized learning pathways. Funding planned for 2025-2026 to renew subscriptions for Step Up to Writing (K-12) and Studysync (9-12).

Transitional Kindergarten (TK): An increase from 15 to 21 pilot teachers required additional funding for hours and substitute coverage to support TK assessments during 2024-2025.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

The effectiveness of the actions listed below can be assessed through the following key factors and pieces of evidence:

Action 2.1: Districtwide Staffing
All classrooms were fully staffed with appropriately credentialed teachers.

Action 2.2: Professional Development, Training, and Task Forces

English Language Arts (ELA): District writing prompts were aligned with SBAC to increase rigor. Writer's Workshop training improved teachers' ability to support individual writing needs. K-5 foundational reading instruction training positively impacted i-Ready reading comprehension.

Mathematics: Professional development emphasized conceptual understanding (CGI) and targeted support for English Learners. SED students showed significant gains. Reflex and Frax apps strengthened foundational skills. Math fellows provided coaching and model classrooms, improving best instructional practices. Bridge units aligned with the math framework enhanced the curriculum.

Science: Science Fellows led quarterly workshops and individualized teacher support. Focus on inquiry-based learning and hands-on teaching improved instruction and student performance on the CAST assessment. Teachers reported increased confidence in integrating scientific practices.

History/Social Science: Expanded DBQ curriculum to grade 3 to strengthen elementary writing skills. Professional development and coaching for teachers improved student performance on district writing prompts and SBAC.

Early Childhood Education: Training provided on new PTKLF standards, GLAD strategies, and toileting independence. Preparations for welcoming four-year-olds to TK in 2025-2026. TK teachers regularly collaborate and will be introduced to the DRDP assessment tool.

Action 2.3: Instructional Materials, Supplies, and Services

In all content areas, relevant curriculum and trained teachers increased student engagement and understanding of core concepts. All sites were provided with budgets to provide instructional materials and supplies to teachers. Additionally, all curriculum materials were provided to sites.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

As a result of reflection on prior practice, we have added additional Distance From Standard (DFS) metrics for the ELA and Math CAASPP. Additionally, the following actions have planned changes for the coming year:

Action 2.2: Professional Development, Training, and Task Forces

In English Language Arts, K-2 teachers will be trained on the reading difficulties screener selected by the district in June 2025 in preparation of screening all K-2 students for reading difficulties. Teachers who are participating in the 2025-2026 ELA pilot will be provided with professional development to implement the piloted materials.

Math, a secondary textbook adoption committee will pilot new materials anticipating an adoption for the 26-27 school year. Additionally, the financial literacy task force will work in the 25-26 school year to develop a semester-long course for high school in response to state guidance with the course launching in the 26-27 school year. We will utilize unexpended LREBG funds to continue to provide a secondary math task force.

In English Language Arts, we will purchase a reading difficulties screener license and/or materials for use by all K-2 classrooms.

We have added this action in order to allocate funds toward the administration of all CAASPP assessments in accordance with CDE expectations (ELA, Math & Science).

We have added this action based on community feedback to examine district programs and services to ensure a more equitable distribution of resources.

We have added this action based on community feedback to ensure all classified staff are provided training and professional development on job related responsibilities.

Actions

Action #	Title	Description	Total Funds	Contributing
2.1	Districtwide Staffing	Provide highly qualified teachers and staff to provide effective instruction and maintain the operations of the district.	\$203,791,159.74	No
2.2	Professional Development, Training, and Task Forces	The district will continue to provide training, professional development, and collaborative task force opportunities for teaching staff across all content areas and district initiatives—including CGI Math, Writer’s Workshop, Step Up to Writing, Love and Logic, ProAct, emergency procedures, and Learning Walks—supported in part through LREBG funds (\$180,034.53). While the 2024 CA Dashboard shows overall stability in English Language Arts and Math, along with positive trends in graduation rates, chronic absenteeism, and suspension rates, student groups such as English Learners, Long-Term English Learners, Socioeconomically Disadvantaged students, and Foster Youth continue to perform below district averages. Research consistently shows that high-quality professional learning builds staff capacity to meet the needs of unduplicated pupils and leads to improved student outcomes (Hattie, 2009; Kanold, 2017; Erkens &	\$1,188,624.69	Yes

Action #	Title	Description	Total Funds	Contributing
		Twadell, 2012), making this a strategic investment to close achievement gaps and support educational equity. The effectiveness of this action will be assessed using each of the CA Dashboard Indicators. (M2.1 - M2.10, M2.14)		
2.3	Instructional Materials, Supplies, and Services	Provide instructional materials, supplies, and services for staff in all content areas.	\$753,393.13	Yes
2.4	State Testing	Ensure timely and compliant administration of all CAASPP assessments in accordance with CDE expectations (ELA, Math & Science).	\$70,000.00	No
2.5	Resource Distribution	Examine district programs and services to ensure equitable distribution of resources.	\$0.00	No
2.6	Training for Classified Staff	Ensure all classified staff are provided training and professional development on job related responsibilities.	\$5,000.00	No

Goals and Actions

Goal

Goal #	Description	Type of Goal
3	PYLUSD will close the academic achievement gap for English Learner (EL) students.	Broad Goal

State Priorities addressed by this goal.

- Priority 3: Parental Involvement (Engagement)
- Priority 4: Pupil Achievement (Pupil Outcomes)
- Priority 5: Pupil Engagement (Engagement)
- Priority 6: School Climate (Engagement)
- Priority 7: Course Access (Conditions of Learning)

An explanation of why the LEA has developed this goal.

A persistent achievement gap persists between the performance of English Learners (ELs) and that of all students across various metrics districtwide. This goal is aimed at addressing this performance disparity by increasing and improving services for English Learners. Across the district, English Learner (EL) students have demonstrated the lowest performance level in Chronic Absenteeism. The actions outlined within this broad goal align with the objectives outlined in the PYLUSD EL Master Plan. Key components include staff professional development, additional support for Emerging ELs, provision of bilingual support staff, and fostering increased student and family engagement.

The key actions proposed to support ELs, such as the ELD Summer Program, progress monitoring, and English Language Proficiency Assessments for California (ELPAC) support, are essential to address the unique needs of this student group. We will be providing extensive professional development to teachers through Guided Language Acquisition and Design (GLAD) strategies, the ELD framework and roadmap, and student talk protocols. Additionally, translation services ensure that families of our ELs have access to resources and assistance in their native language, facilitating support and collaboration.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
3.1	English Learner Progress CA Dashboard Indicator and Percentage of English	Districtwide 2022-2023 (54.2%) = Yellow	Districtwide 2023-2024 (50.3%) = Orange		Districtwide 2025-2026 (65%) = Blue	Decrease of 3.9%

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
	Learners Making Progress Towards English Language Proficiency					
3.2	English Language Arts CA Dashboard Indicator, Percentage of Students Meeting or Exceeding Standards, and Distance from Standard (DFS)	Districtwide EL Subgroup 2022-2023 (11.7%) = Orange DFS = 41 below	Districtwide EL Subgroup 2023-2024 (11.4%) = Orange DFS = 44.4 below		Districtwide EL Subgroup 2025-2026 (22%) = Green DFS = 5 below	(Decrease of 0.3%) No change in color DFS = - 3.4 points
3.3	Mathematics CA Dashboard Indicator, Percentage of Students Meeting or Exceeding Standards, and Distance from Standard (DFS)	Districtwide EL Subgroup 2022-2023 (10.6%) = Orange DFS = 68.7 below	Districtwide EL Subgroup 2023-2024 (11.5%) = Yellow DFS = 64.9 below		Districtwide EL Subgroup 2025-2026 (21%) = Green DFS = 25 below	(Increase of 0.9%) Color: moved up 1 color DFS = + 3.8 points
3.4	Suspension CA Dashboard Indicator and Suspension Rate	Districtwide EL Subgroup 2022-2023 (2.1%) = Green	Districtwide EL Subgroup 2023-2024 (1.4%) = Green		Districtwide EL Subgroup 2025-2026 (<1.0%) = Blue	Reduction of 0.7%
3.5	College/Career CA Dashboard Indicator and Percentage of Students Indicated as Prepared	Districtwide EL Subgroup 2022-2023 (11.4%) = Low	Districtwide EL Subgroup 2023-2024 (16.8%) = Green		Districtwide EL Subgroup 2025-2026 (21%) = Green	Increase of 5.4%
3.6	Chronic Absenteeism CA Dashboard Indicator and Chronic Absenteeism Rate	Districtwide EL Subgroup 2022-2023 (25.9%) = Red	Districtwide EL Subgroup 2023-2024 (19.4%) = Yellow		50% Reduction in Chronic Absenteeism Rate Districtwide EL Subgroup 2025-2026 (12.95%) = Yellow	Reduction of 6.5%

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
3.7	Graduation Rate CA Dashboard Indicator and Graduation Rate	Districtwide EL Subgroup 2022-2023 (79.9%) = Orange	Districtwide EL Subgroup 2023-2024 (87.8%) = Green		Districtwide EL Subgroup 2025-2026 (89.9%) = Green	Increase of 7.9%
3.8	Percentage of English Learners early on grade level or above as indicated on the iReady ELA Diagnostic (K-5)	Winter Diagnostic 2022-23, K-5: 20%	Winter Diagnostic 2023-24, K-5: 22%		Winter Diagnostic 2025-26, K-5: 30%	Increase of 2%
3.9	Percentage of English Learners early on grade level or above as indicated on the iReady Math Diagnostic (K-5)	Winter Diagnostic 2022-23, K-5: 12%	Winter Diagnostic 2023-24, K-5: 15%		Winter Diagnostic 2025-26, K-5: 22%	Increase of 3%
3.10	District Writing Prompt - Met or Exceeded	Spring 2022-2023, 1st-5th (score of 3 or 4 out of 5): 53% Spring 2022-2023, 6th-12th (score of 3, 4, or 5 out of 5): 57%	Spring 2023-2024, 1st-5th (score of 3 or 4 out of 5): 31% Spring 2023-2024, 6th-12th (score of 3, 4, or 5 out of 5): 39%		Spring 2025-2026, 1st-5th 63% Spring 2025-2026, 6th-12th 67%	1st-5th: Decrease of 22% 6th-12th: Decrease of 18%
3.11	Passing Grades indicated on the Transcript (A, B, or C) in Core Content Classes	Second Trimester 2023-2024, 3rd-6th: Reading = 73% Writing = 78% Math = 75% Science = 90% Social Science = 87% First Semester 2023-2024, 6th-12th:	Second Trimester 2024-2025, 3rd-6th: Reading = 70% Writing = 73% Math = 77% Science = 89% Social Science = 85%		Second Trimester 2026-2027, 3rd-6th: Reading = 78% Writing = 83% Math = 80% Science = 95% Social Science = 93%	Second Trimester, 3rd-6th: Reading = Decrease of 3% Writing = Decrease of 5% Math = Increase of 2% Science = Decrease of 1%

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		ELA = 73% Math = 62% Science = 64% Social Science = 64%	First Semester 2024-2025, 6th-12th: ELA = 73% Math = 66% Science = 69% Social Science = 70%		First Semester 2026-2027, 6th-12th: ELA = 78% Math = 67% Science = 69% Social Science = 69%	Social Science = Decrease of 2% First Semester, 6th-12th: ELA = 0% Math = Increase of 4% Science = Increase of 5% Social Science = Increase of 6%
3.12	Reclassification Rate	Fall 2023: 14%	Fall 2024: 26%		Fall 2026: 29%	Increase of 12%
3.13	Percentage of English Learners scoring Level 4 on ELPAC Reading	Fall 2023: 12%	Fall 2024: 10%		Fall 2026: 17%	Decreased 2%
3.14	Percentage of English Learners scoring Level 4 on ELPAC Writing	Fall 2023: 19%	Fall 2024: 14%		Fall 2026: 24%	Decreased 5%
3.15	Percentage of English Learners scoring Level 4 on ELPAC Listening	Fall 2023: 23%	Fall 2024: 23%		Fall 2026: 28%	0%
3.16	Percentage of English Learners scoring Level 4 on ELPAC Speaking	Fall 2023: 52%	Fall 2024: 50%		Fall 2026: 57%	Decreased 2%

Goal Analysis [2024-25]

An analysis of how this goal was carried out in the previous year.

Description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

This goal surrounds how the district will close the academic achievement gap for English Learners (EL) students. A summary of the implementation for each action is included below:

Action 3.1: English Language Development (ELD) Professional Development

We continue to provide the necessary resources, skills, and training opportunities to staff so all students meet or exceed grade-level expectations. Guided Language Acquisition GLAD® PD was offered during Summer Institute for Secondary Teachers. All school sites (K-12) received training on our DWI (District-Wide Initiative). These trainings centered on assets-based pedagogy and the English Learner (EL) Roadmap. Benchmark Integrated and Designated ELD PD was offered. These sessions were attended by K-5 teachers. The sessions focused on comparing and contrasting Integrated and Designated ELD using the Benchmark curriculum. Title 1 K-3 teacher cohorts are currently being trained in the Guided Language Acquisition GLAD® model. Sixty-five teachers participated in a 12-hour seminar (spanning two-hour days). In addition, teachers will participate in three-day classroom demonstrations this year. Newcomer PD for using LEXIA and Oxford Picture Dictionary Curriculum was offered to teachers. Designated ELD teachers attended a two-day session on the Academic Vocabulary Toolkit and Benchmark ELD training. There were no substantive differences in planned actions and the actual implementation of these actions.

Action 3.2: Additional EL Sections at Secondary Schools

We continue to ensure all ELs receive both designated and integrated ELD instruction in order to support academic success. We provided middle schools and high schools with staffing/classes to support Emerging ELs. There were no substantive differences in planned actions and the actual implementation of these actions.

Action 3.3: Bilingual Aides

We continue to provide bilingual instructional aides at high impact schools to accelerate academic language acquisition of ELs. There were no substantive differences in planned actions and the actual implementation of these actions.

Action 3.4: Special Education Training

As planned we provided training for Special Education staff from 11 targeted schools with high numbers of dually identified EL and SWD. The training will cover appropriate assessments for ELs, writing linguistically appropriate IEP goals, and creating stronger multi-disciplinary assessment reports. This training, provided through Muse (Improving Outcomes for Multilingual Students with Exceptional Needs), offered valuable resources. There were no substantive differences in planned actions and actual implementation of these actions.

Action 3.5: English Language Proficiency Assessments for California (ELPAC)

ELPAC strategies training was offered. The training focused on the best instructional to use with students to address the four language domains of listening, speaking, reading, and writing. This four part series helped prepare our English Learners for the ELPAC by learning about effective strategies that address reading, writing, speaking, and listening. There were no substantive differences in planned actions and actual implementation of these actions.

Action 3.6: Additional Instructional Materials for EL Support

All sites received the EL Roadmap Toolkit along with Scaffolding Tool Kits as a resource to help plan and deliver instruction for second language learners. In addition, all teachers attending the Designated and Integrated ELD PD will receive an English Language Development Connections instructional tool to use as a resource with their students. There were no substantive differences in planned actions and actual implementation of these actions.

Action 3.7: ELD Instruction and Support

Seven ELD/ASTs were hired to support ELD instruction at all Title 1 sites. Seven additional ELD/ASTs were hired to provide support for the remaining elementary sites. The seven ELD teachers each provide ELD support at non-Title1 sites. The ELD secondary lead teacher meeting was held and during this collaboration meeting, teachers discussed and shared best practices and needs of the diverse group of students they serve. There were no substantive differences in planned actions and actual implementation of these actions.

Action 3.8: ELD Teacher Support

ELD District TOSA provided ongoing coaching support as needed and requested by teachers. The ELD District TOSA and State and Federal Programs Assistant Director provided training to every school in the first semester of the year. ELD District TOSA met with new ELD teachers to provide curriculum instruction and support. There were no substantive differences in planned actions and actual implementation of these actions.

Action 3.9: Translation Services

We continue to provide district translation services to support English learners and their parents, and to encourage parental engagement and participation as well as family workshops and professional development to increase parent participation for Title I sites. There were no substantive differences in planned actions and actual implementation of these actions.

Action 3.10: English Language Assessment Center

We continue to provide centralized language assessment services within the Family Resource Center to support identification, assessment of ELs, as well as coordination of services. There were no substantive differences in planned actions and actual implementation of these actions.

Action 3.11: District English Learner Advisory Committee (DELAC) and English Learner Advisory Committee (ELAC) Groups

We continue to coordinate advisory groups for parents of ELs to learn about education programs and to advise staff on program goals and procedures. Meeting coordination, instructional materials, supplies, translation services, parenting classes, child care. We explored hosting DELAC at high impact school sites in addition to the district office. There were no substantive differences in planned actions and actual implementation of these actions.

Action 3.12: Bilingual School/Student Community Advisors

We continue to provide Bilingual School/Community Student Advisors for sites with high populations of ELs to provide support for students and families. There were no substantive differences in planned actions and actual implementation of these actions.

Action 3.13: Administrative Support

We continue to provide administrative support and leadership at the district office to implement the EL program in accordance with state and federal guidelines. There were no substantive differences in planned actions and actual implementation of these actions.

Action 3.14: Melrose Literacy Coach

We continue to provide a literacy coach at Melrose Elementary School to provide intervention and small group instruction in literacy. There were no substantive differences in planned actions and actual implementation of these actions.

Action 3.15: EL Progress Monitoring and Intervention

EL Students continue to be monitored bi-annually to determine the progress our English Learners are making. If students are not making appropriate progress, teachers provide additional support to enable our English Learners to reach English proficiency and gain grade-level content knowledge. Intervention is provided by classroom teachers to address the learning deficits as needed. A task force will be formed to review and provide feedback on the implementation of the OPTTEL for language reclassification. There were no substantive differences in planned actions and actual implementation of these actions.

Action 3.16: ELD Coordination

We continue to provide support at the site level for coordination of the EL program to ensure fidelity to the EL program and that the needs of students are being met. There were no substantive differences in planned actions and actual implementation of these actions.

Action 3.17: ELD Summer Program

ELD Summer Camp was held at Melrose Elementary. The focus of the camp was to help develop language proficiency in the areas of listening, speaking, reading, and writing. 250 students in kindergarten through 4th grade were invited to participate. There were no substantive differences in planned actions and actual implementation of these actions.

Action 3.18: Guided Language Acquisition and Design (GLAD)

Guided Language Acquisition (GLAD®) PD was offered during Summer Institute for Secondary Teachers. Interest for additional training for secondary teachers has been shared. Additional secondary GLAD training is scheduled for this spring. District secondary content TOSAs will be invited to attend training days. Title 1 K-3 teachers are currently being trained in the Guided Language Acquisition (GLAD®) model. Sixty-five teachers participated in a 12-hour seminar (spanning two- 6 hour days). In addition, teachers participated in three-day classroom demonstrations this year. There were no substantive differences in planned actions and actual implementation of these actions.

Action 3.19: English Learner Master Plan

We continue to implement the EL Master Plan with fidelity in order to close the achievement gap for our English learners. There were no substantive differences in planned actions and actual implementation of these actions.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Action 3.1: English Language Development (ELD) Professional Development

We continue to provide instructional materials, supplies, and services for all students to meet or exceed grade level and language proficiency expectations. There were no material differences between budgeted expenditures and estimated actual expenditures.

Action 3.2: Additional EL Sections at Secondary Schools

We continue to provide instructional materials, supplies, and services for all students to meet or exceed grade level and language proficiency expectations. There were no material differences between budgeted expenditures and estimated actual expenditures.

Action 3.3: Bilingual Aides

We Continue to provide bilingual instructional aides at high impact schools to accelerate academic language acquisition of ELs. There was an increase in instructional aides to support ELD and Class size reduction. The increase in planned services is reflected in the addition of 7 0.495 FTE.

Action 3.4: Special Education Training

In order for staff to attend these trainings we allocated 23 substitute teachers for 2 days. There were no material differences between budgeted expenditures and estimated actual expenditures.

Action 3.5: English Language Proficiency Assessments for California (ELPAC)

We continue to facilitate ELPAC testing of ELs through the use of employee testers and testing materials in order to support reclassification of EL students district-wide and transition from a centralized district testing model to site-based administration of the ELPAC exam. This year, we have 6 teachers who will administer the ELPAC to their students. There were no material differences between budgeted expenditures and estimated actual expenditures.

Action 3.6: Additional Instructional Materials for EL Support

We continue to provide instructional materials, supplies, and services for all students to meet or exceed grade level and language proficiency expectations. There were no material differences between budgeted expenditures and estimated actual expenditures.

Action 3.7: ELD Instruction and Support

We continue to provide ELD instruction and support for all students to meet or exceed grade level and language proficiency expectations. There were no material differences between budgeted expenditures and estimated actual expenditures.

Action 3.8: ELD Teacher Support

We continue to provide ELD teacher support so teachers can help students to meet or exceed grade level and language proficiency expectations. There were no material differences between budgeted expenditures and estimated actual expenditures.

Action 3.9: Translation Services

We continue to provide District translation services to support English learners and their parents, and to encourage parental engagement and participation as well as family workshops and professional development to increase parent participation for Title I sites. In January, one of our district translators retired which resulted in material differences between budgeted expenditures and estimated actual expenditures.

Action 3.10: English Language Assessment Center

We continue to provide for centralized language assessment services within the Family Resource Center to support identification, assessment of ELs, as well as coordination of services. There were no material differences between budgeted expenditures and estimated actual expenditures.

Action 3.11: District English Learner Advisory Committee (DELAC) and English Learner Advisory Committee (ELAC) Groups

We continue to coordinate advisory groups for parents of ELs to learn about education programs and to advise staff on program goals and procedures. Meeting coordination, instructional materials, supplies, translation services, parenting classes, and child care. There were no material differences between budgeted expenditures and estimated actual expenditures.

Action 3.12: Bilingual Community Liaisons

We continue to provide Bilingual School/Community Student Advisors for sites with high populations of ELs to provide support for students and families. There were no material differences between budgeted expenditures and estimated actual expenditures.

Action 3.13: Administrative Support

We continue to provide administrative support and leadership at the district office to implement the EL program in accordance with state and federal guidelines. There were no material differences between budgeted expenditures and estimated actual expenditures.

Action 3.14: Melrose Literacy Coach

We continue to provide a literacy coach at Melrose Elementary School to provide intervention and small group instruction in literacy. This grant includes an after school Literacy program, Instructional materials and family literacy nights. There were no material differences between budgeted expenditures and estimated actual expenditures.

Action 3.15: EL Progress Monitoring and Intervention

We continue to provide EL Progress monitoring and intervention support for all students to meet or exceed grade level and language proficiency expectations. There were no material differences between budgeted expenditures and estimated actual expenditures.

Action 3.16: ELD Coordination

Continue to provide support at the site level for coordination of the EL program to ensure fidelity to the EL program and that the needs of students are being met. This is 2 sections at Valencia High school. There were no material differences between budgeted expenditures and estimated actual expenditures.

Action 3.17: ELD Summer Program

During the summer of 2024, we provided an ELD summer program for elementary English Learners to provide enrichment and language acquisition support using GLAD strategies. This program was held at Melrose elementary school. Although there were no substantive differences in planned actions and actual implementation of these actions, this program will expand to 3 school sites in the summer of 2025.

Action 3.18: Guided Language Acquisition and Design (GLAD)

During the 2024-2025 school year, we have Partnered with OC GLAD to train in cultural proficiency principles which include: modeling of lesson design for both integrated and designated English Language Development and utilizing language development standards to guide instruction to increase language proficiency, reclassification, access to grade level content and comprehension while building social skills. There were no material differences between budgeted expenditures and estimated actual expenditures.

Action 3.19: English Learner Master Plan

During the 2024-2025 school year, we will Implement the EL Master Plan with fidelity in order to close the achievement gap for our English learners. There were no material differences between budgeted expenditures and estimated actual expenditures.

The effectiveness of the actions listed below can be assessed through the following key factors and pieces of evidence:

Action 3.1: English Language Development (ELD) Professional Development

Our District wide initiative training was well received and there was additional interest providing services for our English language learners. More designated and integrated PD was planned for this year.

Action 3.2: Additional EL Sections at Secondary Schools

We continue to ensure all ELs receive both designated and integrated ELD instruction in order to support academic success. We continue to provide middle schools and high schools with staffing/classes to support Emerging ELs. This action is essential thus effective to ensure our English learners make academic progress.

Action 3.3: Bilingual Aides

We continue to provide bilingual instructional aides at high impact schools to accelerate academic language acquisition of ELs. This action is effective in providing the necessary support for academic growth for our English Learners.

Action 3.4: Special Education Training

The training was well received by staff and noted interest with additional training for the upcoming school year. This training is an effective action as we are building capacity, connecting, and facilitating multidisciplinary team decisions through a tiered approach.

Action 3.5: English Language Proficiency Assessments for California (ELPAC)

We continue to facilitate ELPAC testing of ELs through the use of employee testers and testing materials in order to support reclassification of EL students district-wide and transition from a centralized district testing model to site-based administration of the ELPAC exam. This action is effective in administering this assessment. The effectiveness is measured by the impact our team makes to facilitate and create optimal testing conditions

Action 3.6: Additional Instructional Materials for EL Support

This year, with the implementation of GLAD, we have focused this action on supporting the necessary materials for a successful implementation of GLAD. Each school site has been supported with the necessary materials to support the implementation.

Action 3.7: ELD Instruction and Support

Due to the change in our hourly part time teachers, we provided ELD Academic Support Teachers at the elementary school level to provide ELD support and direct services throughout the year. This action was effective at the Title 1 sites but less effective at the non-Title I sites. The ineffectiveness of this action is due to 7 FTEs being split between 14 schools. Additionally, the ELD ASTs spent a majority of the time supporting Kindergarten class size reduction. This Kindergarten support has reduced the time they can support ELD.

Action 3.8: ELD Teacher Support

We continue to provide a District ELD Teacher on Special Assignment (TOSA) support to assist with ELD instruction and services at all sites. This action has been effective in the implementation of GLAD, ELD support for all grade spans, DWI training, and ELPAC training.

Action 3.9: Translation Services

We continue to provide District translation services to support English learners and their parents, and to encourage parental engagement and participation as well as family workshops and professional development to increase parent participation for Title I sites. This action is effective to provide support to our families in making progress toward the goal during the three-year LCAP cycle.

3.10: English Language Assessment Center

This initiative is effective in meeting our three-year goal because it ensures a centralized and streamlined approach to identifying and assessing English Learners (ELs). By housing language assessment services within the Family Resource Center, we enhance accessibility for families, improve coordination of support services, and ensure consistency in evaluating student needs. This structure allows for more efficient resource allocation, timely interventions, and better alignment with district-wide language development goals.

3.11: DELAC & ELAC Groups

This initiative effectively advances our three-year goal by strengthening family engagement and fostering meaningful collaboration between parents of English Learners (ELs) and school staff. By continuing to coordinate advisory groups, we provide parents with valuable opportunities to learn about educational programs, contribute to program goals and procedures, and advocate for their children's academic success.

3.12: Bilingual Community Liaisons

This initiative directly supports our three-year goal by ensuring that students and families in high-ELL-population schools receive timely responsive support. Bilingual School/Community Student Advisors play a crucial role in bridging communication between families and schools, fostering stronger relationships, and increasing engagement in the educational process.

3.13: Administrative Support

This action is essential to achieving our three-year goal by ensuring strong administrative leadership and compliance with state and federal guidelines for the EL program. By maintaining dedicated administrative support at the district office, we can effectively oversee program implementation, provide communication to school sites, and ensure alignment and coherence of services.

3.14: Melrose Literacy Coach

This initiative supports our three-year goal by enhancing literacy instruction and providing targeted interventions for students who need additional support at Melrose Elementary. The Literacy coach and specialist plays a critical role in strengthening instructional practices, supporting teachers, and improving student outcomes. This investment ensures that students, particularly those struggling with literacy, receive the necessary resources and support to develop strong reading skills, ultimately leading to greater academic success and long-term educational equity.

3.15: EL Progress Monitoring

This initiative directly advances our three-year goal by leveraging technology to ensure real-time monitoring and support for English Learners (ELs). By utilizing and providing ongoing training for the online data system, we can effectively track EL progress, identify students with D or F grades in core classes, and implement timely interventions. Ellevation training and support enhance our ability to target instruction using consolidated data, streamline EL and RFEP monitoring, and manage the reclassification process efficiently.

3.16: ELD Coordination

This action supports our three-year goal by ensuring the effective implementation and oversight of the EL program at the site level. By providing dedicated support for EL program coordination, we maintain program fidelity, ensure compliance with best practices, and address the specific needs of English Learners.

3.17: ELD Summer Program

This initiative supports our three-year goal by offering a structured ELD summer program designed to enhance language acquisition and academic enrichment for elementary English Learners. By incorporating GLAD (Guided Language Acquisition Design) strategies, the program provides research-based, interactive instruction that strengthens language development in an engaging and supportive environment. This targeted summer intervention helped prevent learning loss, accelerated English proficiency, and built students' confidence in using academic language.

3.18: Guided Language Acquisition Design (GLAD)

This initiative supports our three-year goal by strengthening instructional practices through professional development in cultural proficiency and language acquisition strategies. Partnering with OC GLAD ensures that educators receive high-quality training on lesson design for both integrated and designated English Language Development (ELD), using language development standards to guide instruction effectively.

3.19: English Learner Master Plan

By adhering to the plan with fidelity, we are able to provide structured, research-based instruction, equitable access to rigorous grade-level content, and targeted language development support. This approach strengthens teacher capacity, enhances intervention strategies, and ensures compliance with state and federal requirements.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

As a result of reflection on prior practice, we have added additional Distance From Standard (DFS) metrics for the ELA and Math CAASPP. We have also increased the target for the three year outcome of any metrics that we were able to successfully reach the previously established three-year outcome in the first year. Additionally, the following actions have planned changes for the coming year:

Action 3.1: English Language Development (ELD) Professional Development

We will continue to add to our ELD professional development offerings, including a four-part series focused on ELPAC strategies and additional GLAD training for secondary teachers focusing on engagement, writing and small group learning.

Action 3.2: Additional EL Sections at Secondary Schools

We will continue to provide EL sections at secondary schools however we will more equitably allocate sections for the coming year. The current strategies remain aligned with our objectives and continue to support the needs of English Learners effectively. We will maintain our focus on program fidelity, targeted interventions, and continuous monitoring to ensure student success.

Action 3.5: English Language Proficiency Assessments for California (ELPAC)

We will continue to facilitate ELPAC testing of ELs using employee testers and testing materials to support the reclassification of EL students district-wide. Additionally, we will proceed with the transition from a centralized district testing model to a site-based administration of the ELPAC exam, ensuring greater efficiency, accessibility, and alignment with school-site needs. The site based administration is based on school interest. For the coming school year, Melrose and Ruby Drive have expressed an interest in expanding this model to other grades. We will utilize unexpended LREBG funds to accelerate progress to close learning gaps through the implementation, expansion, or enhancement of learning supports, by offering learning recovery programs and materials designed to accelerate English language proficiency.

Action 3.6: Additional Instructional Materials for EL Support

We will continue to accelerate the academic language acquisition of English Learners to provide equitable access to content, now focusing on GLAD (Guided Language Acquisition Design) materials rather than the Academic Vocabulary Toolkit (AVT) for Grades 3-7. This shift reflects a commitment to research-based strategies that enhance language development, comprehension, and engagement within the core English Language Arts curriculum. We will also begin the curriculum adoption process for our secondary ELD classes. We will utilize unexpended LREBG funds to accelerate progress to close learning gaps through the implementation, expansion, or enhancement of learning supports, by offering learning recovery programs and materials designed to accelerate English language proficiency.

Action 3.7: ELD Instruction and Support

We will continue to provide ELD Academic Support Teachers at each elementary school to ensure ELD support and direct services are available throughout the year. However, we will no longer require them to provide class size reduction to Kindergarten. This service will instead be provided by classified positions, allowing our ELD ASTs to maximize the instruction and intervention provided to EL students.

Action 3.10: English Language Assessment Center

We will continue to provide for centralized language assessment services within the Family Resource Center to support identification, assessment of ELs, as well as coordination of services as provided in part through unexpended LREBG funds.

Action 3.11: District English Learner Advisory Committee (DELAC) and English Learner Advisory Committee (ELAC) Groups

We will continue to coordinate advisory groups for parents of English Learners (ELs) to provide opportunities for families to learn about educational programs and advise staff on program goals and procedures. Through the use of unexpended LREBG funds, support will include meeting coordination, instructional materials, supplies, translation services, parenting classes, child care, and food to promote accessibility and engagement. Additionally, we will explore hosting DELAC meetings at high-impact school sites in addition to the district office and continue to support and expand the Title I Parent Advisory Group. To further increase participation and outreach, meetings will be held five times a year at different school sites.

Action 3.13: Administrative Support

Based on reflections on prior practice, changes have been made to the planned goal, metrics, or desired outcomes for the coming year. With the elimination of our Title I TOSA position, the role of administrative support and leadership at the district office in implementing the EL program in accordance with state and federal guidelines becomes even more critical. We will shift these responsibilities to existing personnel in order to maintain fidelity to the program.

Action 3.15: EL Progress Monitoring and Intervention

We will add additional training for teachers and administrators to strengthen the use of the online data system for monitoring the progress of all English Learners (ELs). This training will enhance educators' ability to analyze student data, identify ELs in need of intervention - particularly those with D or F grades in core classes—and implement targeted support strategies. Expanding training opportunities will ensure greater consistency, data-driven decision-making, and improved academic outcomes for EL students.

Action 3.17: ELD Summer Program

Due to the demand and priority of our English learners and their families requests, we will expand our ELD summer program for elementary English Learners to include three school sites. This program will focus on enrichment and language acquisition support using GLAD (Guided Language Acquisition Design) strategies, ensuring that EL students receive high-quality, research-based instruction to strengthen their language skills, prevent summer learning loss, and enhance their academic readiness for the upcoming school year.

Action 3.18: Guided Language Acquisition and Design (GLAD)

We will continue to partner with OC GLAD to provide training in cultural proficiency principles, including modeling lesson design for both integrated and designated English Language Development (ELD) and utilizing language development standards to enhance instruction. This initiative will increase language proficiency, support reclassification, and improve access to grade-level content and comprehension while fostering social skills. Training will be implemented across four cohorts, with a total of 60 teachers from grades 4-6 and secondary levels, ensuring a broad impact on instructional practices for English Learners.

Action 3.20: Needs Responsive Schools

We have added this action based on community feedback in order to foster more asset-oriented and needs-responsive schools through staff training as well as intentional school-wide programs and activities.

Action 3.21: English Learner Snapshot

We have added this action in order to increase an understanding amongst students and parents about where they stand in their English development and what they need to do to get reclassified. This tool provides space for students, families and educators to set academic goals and plan next steps.

A report of the Total Estimated Actual Expenditures for last year’s actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year’s actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
3.1	English Language Development (ELD) Professional Development	Provide professional development for all teachers focused on the English Language Development (ELD) standards, ELD Framework, and ELD strategies during the summer with ongoing offerings throughout the year in order to support the implementation of the district’s English Learner	\$53,326.60	No

Action #	Title	Description	Total Funds	Contributing
		program and enhance the ability of teachers, principals, and other school staff to meet the needs of English Learners.		
3.2	Additional EL Sections at Secondary Schools	Continue to ensure all ELs receive both designated and integrated ELD instruction in order to support academic success. Provide middle schools and high schools with staffing/classes to support Emerging ELs.	\$175,223.25	Yes
3.3	Bilingual Aides	Provide additional bilingual instructional aides at high impact schools to accelerate academic language acquisition of ELs.	\$384,363.12	Yes
3.4	Special Education Staff Training	Conduct training for Special Education staff from 11 targeted schools with high numbers of dually identified EL and SWD. The training will cover appropriate assessments for ELs, writing linguistically appropriate IEP goals, and creating stronger multi-disciplinary assessment reports.	\$13,449.92	No
3.5	English Language Proficiency Assessments for California (ELPAC)	To support the accurate identification and timely reclassification of English Learners (ELs), the district will continue to facilitate ELPAC testing through trained employee testers and the provision of necessary testing materials. Additionally, professional development will be provided to educators on the administration of the ELPAC exam to ensure consistent and valid assessment practices across all school sites, funded in part through LREBG funds (\$140,000). Recent ELPAC results indicate a decline in the percentage of ELs achieving Level 4 in key literacy domains. Research from the Institute of Education Sciences (IES) highlights that standardized testing practices and targeted training for educators are essential in supporting fair and accurate reclassification decisions, which directly impact ELs' access to rigorous academic instruction and long-term success (IES, 2019). M3.13-M3.16 will be used to determine the effectiveness of this action.	\$285,096.16	No
3.6	Additional Instructional	Continue to accelerate the academic language acquisition of ELs by providing equitable access to common core standards through the use of	\$72,141.20	No

Action #	Title	Description	Total Funds	Contributing
	Materials for EL Support	core English Language Arts curriculum as well as supplemental ELD curriculum as provided in part through LREBG funds (\$72,141.20). On the 2024 CA Dashboard, English Learners (ELs) in the district performed at the Orange level in English Language Arts (ELA) and Yellow in Math, in contrast to the districtwide Green performance in both areas. Additionally, the English Learner Progress Indicator declined to Orange. Research from the What Works Clearinghouse emphasizes that integrating both content and language instruction, along with the use of high-quality, scaffolded curriculum, is essential to improving ELs' academic achievement (Baker et al., 2014). M3.1-M3.3 will be used to determine the effectiveness of this action.		
3.7	ELD Instruction and Support	Provide ELD Academic Support Teachers at elementary schools to provide ELD support and direct services throughout the year.	\$1,228,191.08	Yes
3.8	ELD Teacher Support	Provide increased District ELD Teacher on Special Assignment (TOSA) support to assist with ELD instruction and services at all sites.	\$449,670.79	Yes
3.9	Translation Services	Continue to provide District translation services to support ELs and their parents, and to encourage parental engagement and participation as well as family workshops and professional development to increase parent participation for Title I sites.	\$84,343.95	Yes
3.10	English Language Assessment Center	Continue to provide for centralized language assessment services within the Family Resource Center to support identification, assessment of ELs, as well as coordination of services as provided in part through LREBG funds (\$80,634.58). Recent ELPAC results indicate a decline in the percentage of English Learners (ELs) achieving Level 4 in key literacy domains. Centralized assessment services have been shown to improve the validity and effectiveness of language assessments, helping ensure that English Learners receive timely, accurate identification and appropriately tailored supports to meet their academic and linguistic needs	\$344,494.15	Yes

Action #	Title	Description	Total Funds	Contributing
		(Centre for Canadian Language Benchmarks, 2015). M3.12-M3.16 will be used to determine the effectiveness of this action.		
3.11	District English Learner Advisory Committee (DELAC) and English Learner Advisory Committee (ELAC) Groups	The district will continue to coordinate advisory groups for parents of English Learners (ELs) to increase awareness of educational programs and provide meaningful opportunities to advise staff on program goals and procedures. This includes organizing meetings with translation services, instructional materials, supplies, parenting classes, child care, and food. The district will also explore hosting District English Learner Advisory Committee (DELAC) meetings at high-impact school sites, in addition to the district office, to increase accessibility and engagement, supported through LREBG funds (\$20,000). According to the 2024 CA Dashboard, English Learners performed at the Orange level in English Language Arts (ELA) and the Yellow level in Math—both below the districtwide performance level of Green in each subject. Research shows that family involvement significantly improves academic achievement, socioemotional development, and school behavior for ELs, particularly when parents maintain high educational expectations and encourage their children's aspirations (Garcia, Slate, & Delgado, 2022). M3.1-M3.3 will be used to determine the effectiveness of this action.	\$20,000.00	No
3.12	Bilingual Community Liaisons	Continue to provide Bilingual School/Community Student Advisors for sites with high populations of ELs to provide support for students and families.	\$336,402.94	Yes
3.13	Administrative Support	Continue to provide administrative support and leadership at the district office to implement the EL program in accordance with state and federal guidelines.	\$199,176.17	Yes
3.14	Melrose Literacy Coach	Continue to provide a literacy coach at Melrose Elementary School to provide intervention and small group instruction in literacy.	\$139,749.99	No

Action #	Title	Description	Total Funds	Contributing
3.15	EL Progress Monitoring and Intervention	Continue to utilize and train on an online data system in order to monitor the progress of all English Learners and provide intervention for any EL with a D or F at each grading period in their core classes.	\$30,000.00	No
3.16	ELD Coordination	Continue to provide support at the site level for coordination of the EL program to ensure fidelity to the EL program and that the needs of students are being met.	\$69,000.00	Yes
3.17	ELD Summer Program	Provide an ELD summer program for elementary English Learner students that provides enrichment and is focused on language acquisition and GLAD strategies.	\$325,605.24	No
3.18	Guided Language Acquisition and Design (GLAD)	Partner with OCDE to provide Guided Language Acquisition Design (GLAD) training in order to build academic language and literacy for all students, especially English Learner/emergent bilingual students.	\$185,000.00	Yes
3.19	English Learner Master Plan	Implement the EL Master Plan with fidelity in order to close the achievement gap for our English learners.	\$240,351.00	No
3.20	Needs-Responsive Schools	Foster more assets-oriented and needs-responsive schools through staff training as well as intentional school-wide programs and activities.	\$0.00	No
3.21	English Learner Snapshot	Utilize the English Learner Snapshot to increase the understanding in students and parents of where they stand in their English development and what they need to do to get reclassified. This tool provides space for students, families and educators to set academic goals and plan next steps.	\$0.00	No

Goals and Actions

Goal

Goal #	Description	Type of Goal
4	PYLUSD will close the academic achievement gap for Long-Term English Learner (LTEL) students.	Broad Goal

State Priorities addressed by this goal.

- Priority 3: Parental Involvement (Engagement)
- Priority 4: Pupil Achievement (Pupil Outcomes)
- Priority 5: Pupil Engagement (Engagement)
- Priority 6: School Climate (Engagement)
- Priority 7: Course Access (Conditions of Learning)

An explanation of why the LEA has developed this goal.

The development of this goal is driven by the need to improve academic achievement and language proficiency for Long-Term English Learners (LTELs), as indicated by multiple data points. CAASPP scores reveal that fewer than 40% of LTELs meet or exceed standards in English Language Arts (ELA), and less than 15% meet standards in Math, highlighting a persistent achievement gap. Additionally, reclassification rates remain low, with only 20% of LTELs reclassified in May 2024, underscoring the need for enhanced English language development (ELD) support.

Further analysis of district writing prompt performance shows a decline from 61% to 46% in students meeting expectations, reinforcing the necessity for stronger writing interventions. Similarly, passing grades in core subjects have dropped, particularly in Math and Science, where math passing rates fell from 72% to 62% between 2022-2023 and 2023-2024.

In terms of language proficiency, ELPAC Level 4 scores in Reading, Writing, and Listening have declined significantly from the previous year, with only 7.3% of LTELs scoring Level 4 in Reading and Writing in 2023-2024, compared to 14% and 18% in 2022-2023. While Speaking scores remain stronger (75%), the overall trend suggests that LTELs require more structured language development to improve reclassification outcomes and academic success.

This goal is developed to address these gaps by enhancing structured EL support, expanding designated ELD instruction, and increasing professional development for teachers. By implementing targeted interventions, the district aims to increase LTEL reclassification rates, improve CAASPP performance, and support overall academic success.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
4.1	Academic Achievement of Long-term English Learners in English Language Arts (Standard Nearly Met, Met, or Exceeded) and Distance from Standard (DFS)	2022-2023 (32.5%) = N/A DFS = N/A	2023-2024 (30.5%) = Red DFS = 100.2 below		2025-2026 (37.5%) Yellow DFS = 70 below	Decrease of 2% Color = N/A DFS = N/A
4.2	Academic Achievement of Long-term English Learners in Math (Standard Nearly Met, Met, or Exceeded) and Distance from Standard (DFS)	2022-2023 (9.92%) = N/A DFS = N/A	2023-2024 (11.1%) = Red DFS = 158.3 below		2025-2026 (14.9%) Yellow DFS = 95 below	Increase of 1.2% Color = N/A DFS = N/A
4.3	Reclassification Rate of Long-term English Learners	May 2024: 20% Revised May 2024: 33% All ELs (6th-12th) = 1,298 LTEL (6th-12th) = 995 LTEL Reclassified (6th-12th) = 324 Reclassification Rate: 33%	May 2025: 8% (as of May 13, 2025) All ELs (6th-12th) = 1166 LTEL (6th-12th) = 754 LTEL Reclassified (6th-12th) = 58 Reclassification Rate: 8% (as of May 13, 2025)		May 2026: 25%	Decrease of 12%
4.4	Spring District Writing Prompts - percentage of Long-term English Learners scoring met or exceeded	Spring 2022-2023, 1st-5th: N/A 6th-12th (3,4, or 5 out of 5): 61%	Spring 2023-2024, 1st-5th: N/A 6th-12th (3, 4, or 5 out of 5): 46%		Spring 2025-2026, 6th-12th (3, 4, or 5 out of 5): 71%	Decrease of 15%

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
4.5	Passing Grades Indicated on Transcript in Core Content Classes (A, B, or C) of Long-term English Learners	1st Semester 2023-2024, Grades 6th-12th: ELA = 77% Math = 72% Science = 80% Social Science = 80%	1st Semester 2024-2025, Grades 6th-12th: ELA =66% Math =63% Science =59% Social Science =67%		1st Semester 2026-2027, Grades 6th-12th: ELA = 82% Math = 77% Science = 85% Social Science = 85%	1st Semester, 6th-12th: ELA = Decrease of 11% Math = Decrease of 9% Science = Decrease of 21% Social Science = Decrease of 13%
4.6	Percentage of Long Term English Learners scoring Level 4 on ELPAC Reading	2022-2023 14%	2023-2024 7.3%		2025-2026 19%	Decrease of 6.7%
4.7	Percentage of Long Term English Learners scoring Level 4 on ELPAC Writing	2022-2023 18%	2023-2024 7.3%		2025-2026 23%	Decrease of 10.7%
4.8	Percentage of Long Term English Learners scoring Level 4 on ELPAC Listening	2022-2023 18%	2023-2024 9.7%		2025-2026 23%	Decrease of 8.3%
4.9	Percentage of Long Term English Learners scoring Level 4 on ELPAC Speaking	2022-2023 84%	2023-2024 75%		2025-2026 89%	Decrease of 9%

Goal Analysis [2024-25]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

The district has made several strategic adjustments and enhancements to planned actions to support LTELs, ensuring that programs and resources are more equitably distributed and effectively implemented. Below is a summary of the implementation progress for each action, highlighting any substantive differences, challenges, and successes.

4.1: AVID Excel Summer Bridge Program for LTELs

A key difference in implementation will be the expansion of the AVID Excel Summer Bridge program to include Tuffree Middle School, a newly designated Title I school. This expansion increases access to structured summer learning experiences that focus on academic vocabulary, literacy, and college readiness. The success of this program is evident in its ability to provide additional support to English Learners, but a challenge remains in ensuring adequate staffing and resources as participation grows.

4.2: EL Sections at Secondary Schools

The equitable distribution of Bridging and Expanding ELD sections across middle and high schools has been a major success, ensuring that LTELs receive both designated and integrated ELD instruction. This approach supports language development and reclassification goals while maintaining consistency across sites. A challenge has been adjusting master schedules at each site to accommodate these sections without disrupting other course offerings.

4.3: ELD Curriculum

The district has expanded its curriculum evaluation efforts, supplementing English 3D with additional core instructional materials such as INSIDE Fundamentals and INSIDE the USA. This ensures LTELs receive comprehensive, research-based instruction tailored to their diverse language development needs. The primary challenge has been the professional development required to train teachers on the new materials while maintaining continuity in instruction.

4.4: EL Progress Monitoring

Implementation remains aligned with the original plan, with no substantive changes. Systematic progress monitoring continues, with a focus on timely interventions for students receiving Ds or Fs in core subjects. A success has been the increased collaboration among classroom teachers and instructional coaches, leading to more targeted support. However, the challenge persists in ensuring consistent follow-through on intervention plans across all schools.

4.5: OCDE LTEL Network

Participation in the OCDE LTEL Network continues as planned, with no major deviations. This ongoing collaboration has been instrumental in staying informed on best practices and interventions for LTELs. A challenge has been translating network discussions into actionable steps at the site level, requiring increased coordination and accountability.

4.6: ELAC and DELAC

A notable change in implementation is the addition of LTEL needs and performance data as a standing agenda item in all ELAC and DELAC meetings. This ensures ongoing analysis and informed decision-making regarding LTEL supports. A success has been the increased engagement of parents and stakeholders in these discussions. However, a challenge remains in maintaining consistent participation across school sites, necessitating ongoing outreach and communication efforts.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

4.1: AVID Excel Summer Bridge Program for LTELs

A key difference was the addition of Tuffree Middle School to the AVID Excel Summer Bridge program, which increased overall program costs. The expansion required additional resources, including staffing, instructional materials, and facilities, to accommodate a greater number of EL students. While this resulted in higher expenditures than initially budgeted, the increased investment significantly expanded access to structured summer learning, improving academic vocabulary, literacy skills, and college readiness for EL students. Consequently, this adjustment also impacted the Planned and Estimated Actual Percentages of Improved Services, reflecting an increased effect on EL student achievement.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Each action listed below has played a critical role in closing the academic achievement gap for Long-Term English Learners (LTELs) over the three-year LCAP cycle.

4.1: AVID Excel Summer Bridge Program for LTELs

The AVID Excel Summer Bridge program has proven highly effective in supporting ELs by reinforcing academic language skills, improving engagement, and increasing preparedness for secondary coursework. The program has contributed to higher reclassification rates and greater access to college and career pathways. Moving forward, further tracking of student progress throughout the academic year will help refine instructional approaches and maximize impact.

4.2: EL Sections at Secondary Schools

The equitable distribution of Bridging and Expanding ELD sections across secondary schools has effectively provided LTELs with both designated and integrated ELD instruction. This targeted support has improved language proficiency and reclassification rates while helping students access core academic content. Future focus areas include continued progress monitoring, professional development for educators, and ensuring consistent access to ELD sections at all school sites.

4.3: ELD Curriculum

The implementation of multiple research-based curricula—English 3D, INSIDE Fundamentals, and INSIDE the USA—has significantly enhanced language acquisition and academic success for LTELs. This comprehensive instructional approach has improved student engagement and accessibility to grade-level content. Ongoing data analysis and teacher feedback will be crucial in determining which curriculum resources are most effective in supporting EL students, particularly as new materials are adopted.

4: EL Progress Monitoring

The establishment of a systematic progress monitoring process has been a crucial factor in identifying students in need of additional academic support. The twice-yearly tracking of LTEL and RFEP students has enabled educators to implement timely interventions, improving both language development and content mastery. Future enhancements will focus on strengthening teacher professional development in data-driven instruction, increasing intervention opportunities, and fostering greater family involvement in student progress.

4.5: OCDE LTEL Network

Participation in the OCDE LTEL Network has been highly effective in facilitating collaboration with other districts, sharing best practices, and implementing research-based strategies for supporting LTEL students. This ongoing engagement has improved parent involvement strategies and helped refine instructional approaches. Moving forward, increasing principal participation in LTEL initiatives and further integrating parent engagement strategies will strengthen the impact of these efforts.

4.6: ELAC and DELAC

The inclusion of LTEL performance data as a recurring agenda item in ELAC and DELAC meetings has enhanced accountability, stakeholder engagement, and decision-making related to LTEL support services. Parents and educators have had greater opportunities to analyze data, identify challenges, and propose targeted interventions. Future improvements will focus on making LTEL data more accessible, increasing discussions at school sites, and using insights from these meetings to inform instructional and programmatic decisions.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

As a result of reflection on prior practice, we have added additional Distance From Standard (DFS) metrics for the ELA and Math CAASPP. As a whole, we see that our LTELs remain our student group with the greatest needs who continue to make the least amount of progress. We find the need to add new actions to better address the reading and writing development of our LTELs in order to assist them in the reclassification process. Additionally, the following actions have planned changes or will be introduced for the coming year:

4.1 AVID Excel

As a newly designated Title I school beginning in 2025-2026, Tuffree Middle School will provide its EL students with additional targeted resources and instruction designed to accelerate language proficiency and prepare them for success in secondary education by offering AVID Excel as a yearlong course as well as the AVID Excel Summer Bridge program.

The following new goals were added this year:

4.7 LTEL Engagement

We will engage more effectively with LTEL students by conducting focus groups and empathy interviews to gain deeper insights into their needs in order to provide targeted support.

4.8 At-risk for LTEL

We will identify and support elementary students at risk of becoming LTELs through early intervention and increased parental awareness of available resources.

9 LTEL Identification

We will enhance teacher awareness of LTEL students by utilizing Aeries rostering for improved identification and support.

10: Regular Check-Ins

We have added this action in order to implement regular, structured one-on-one or small-group check-ins with LTEL students to assess their academic progress, language development, and personal challenges.

4.11: Professional Development

We have added this action in order to train educators in effective language teaching strategies that validate and integrate LTELs' linguistic and cultural backgrounds into the curriculum.

4.12: Goal Setting

We have added this action to implement student-driven goal setting that allows LTELs to take ownership of their academic goals and progress.

4.13: Progress Monitoring

We have added this action to implement the new forms tool for LTEL monitoring within Ellevation to efficiently capture trends in student progress and interventions. Utilize the tool to analyze data at the district, school, and classroom levels, enabling the development of timely professional development, targeted instructional strategies, and ongoing student progress monitoring.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
4.1	AVID Excel program for LTELs	Continue to provide AVID Excel Summer Bridge and AVID Excel year-long program to support students in language development and furthering their academic achievement.	\$217,206.70	Yes
4.2	English Learner Sections at Secondary Schools	Continue to provide Bridging and Expanding ELD sections across the middle and high schools to ensure all LTELs receive both designated and integrated ELD instruction based on sound educational theory in order to support academic success.	\$511,848.53	Yes
4.3	English Language Development Curriculum	Continue to provide and utilize supplemental educational curriculum, English 3D, to support the acquisition of English for LTELs.	\$57,000.00	No

Action #	Title	Description	Total Funds	Contributing
4.4	EL Progress Monitoring	Ensure systematic progress monitoring and intervention for LTELs with a D or F in core subject areas.	\$0.00	No
4.5	OCDE LTEL Network	Continue to participate in the Orange County Department of Education LTEL network to explore strategies to increase parent engagement and close the achievement gap for LTELs.	\$0.00	No
4.6	ELAC and DELAC	Examine the needs and performance data of LTELs as a stand-alone item at each ELAC and DELAC meeting.	\$0.00	No
4.7	LTEL Engagement	Engage more effectively with LTEL students by conducting focus groups and empathy interviews to gain deeper insights into their needs in order to provide targeted support.	\$58,581.00	No
4.8	At-risk for LTEL	Identify and support elementary students at risk of becoming LTELs through early intervention and increased parental awareness of available resources.	\$0.00	No
4.9	LTEL Identification	Enhance teacher awareness of LTEL students by utilizing Aeries rostering for improved identification and support.	\$0.00	No
4.10	Academic Progress Check-ins	Implement structured one-on-one or small-group check-ins with LTEL students to assess their academic progress, language development, and personal challenges.	\$0.00	No
4.11	Professional Development	Train educators in effective language teaching strategies that validate and integrate LTELs' linguistic and cultural backgrounds into the curriculum.	\$0.00	No

Action #	Title	Description	Total Funds	Contributing
4.12	Goal-Setting	Implement student-driven goal setting that allows LTELs to take ownership of their academic goals and progress.	\$0.00	No
4.13	Progress Monitoring	Implement the new forms tool for LTEL monitoring within Ellevation to efficiently capture trends in student progress and interventions. Utilize the tool to analyze data at the district, school, and classroom levels, enabling the development of timely professional development, targeted instructional strategies, and ongoing student progress monitoring.	\$0.00	No

Goals and Actions

Goal

Goal #	Description	Type of Goal
5	PYLUSD will close the academic achievement gap for Socio-Economically Disadvantaged (SED) students.	Broad Goal

State Priorities addressed by this goal.

- Priority 3: Parental Involvement (Engagement)
- Priority 4: Pupil Achievement (Pupil Outcomes)
- Priority 5: Pupil Engagement (Engagement)
- Priority 6: School Climate (Engagement)
- Priority 7: Course Access (Conditions of Learning)

An explanation of why the LEA has developed this goal.

This goal is developed to address achievement gaps and improve outcomes for socioeconomically disadvantaged (SED) students based on multiple indicators. While English Language Arts (ELA) and Mathematics performance have improved, with ELA increasing from 48.9% (Orange) in 2023 to 52.16% (Orange) in 2024 and Math rising from 33.6% (Yellow) to 40% (Yellow), these scores still indicate a need for targeted academic support to move these students to Green and Blue performance levels. Similarly, early literacy and math proficiency on iReady diagnostics (K-5) remain low, with only 44% of SED students on grade level in ELA and 31% in Math, underscoring the need for stronger foundational instruction.

While the graduation rate (94.4%) and college/career readiness (47.8%) are improving, there is a need to increase preparedness for post-secondary success by expanding academic and career-related opportunities. Additionally, chronic absenteeism, though improving from 26.6% (Red) to 18.6% (Yellow), remains a concern, requiring sustained efforts to improve attendance and engagement.

With core subject passing rates showing progress, particularly in ELA and Science, maintaining high-quality instruction, tutoring support, and intervention programs will be essential to ensure continued growth. The reduction in suspension rates (now Blue) indicates positive behavioral supports, which should be reinforced to maintain a safe and supportive learning environment.

This goal focuses on strengthening academic interventions, expanding access to high-impact instructional strategies, increasing attendance initiatives, and enhancing career and college readiness programs to ensure socioeconomically disadvantaged students continue to close achievement gaps and reach higher performance levels.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
5.1	English Language Arts CA Dashboard Indicator, Percentage of Students Meeting or Exceeding Standards, and Distance from Standards (DFS)	Districtwide SED Subgroup 2022-2023 (48.9%) = Orange DFS = 5.4 below	Districtwide SED Subgroup 2023-2024 (52.16%) = Orange DFS = 5.7 below		Districtwide SED Subgroup 2025-2026 (59%) = Green DFS = 3.3 above	(Increase of 3.26%) No change in color DFS = -0.3 points
5.2	Mathematics CA Dashboard Indicator, Percentage of Students Meeting or Exceeding Standards, and Distance from Standards (DFS)	Districtwide SED Subgroup 2022-2023 (33.6%) = Yellow DFS = 44.3 below	Districtwide SED Subgroup 2023-2024 (40%) = Yellow DFS = 38.5 below		Districtwide SED Subgroup 2025-2026 (44%) = Blue DFS = 25 below	(Increase of 6.4%) No change in color DFS = +5.8 points
5.3	Suspension CA Dashboard Indicator and Suspension Rate	Districtwide SED Subgroup 2022-2023 (1.9%) = Green	Districtwide SED Subgroup 2023-2024 (1%) = Blue		Districtwide SED Subgroup 2025-2026 (<1.0%) = Blue	Reduction of 0.9%
5.4	College/Career CA Dashboard Indicator and Percentage of Students Indicated as Prepared	Districtwide SED Subgroup 2022-2023 (43.3%) = Medium	Districtwide SED Subgroup 2023-2024 (47.8%) = Green		Districtwide SED Subgroup 2025-2026 (53%) = Green	Increase of 4.5%
5.5	Chronic Absenteeism CA Dashboard Indicator and Chronic Absenteeism Rate	Districtwide SED Subgroup 2022-2023 (26.6%) = Red	Districtwide SED Subgroup 2023-2024 (18.6%) = Yellow		Districtwide SED Subgroup 2025-2026 (16.6%) = Yellow	Reduction of 8%
5.6	Graduation Rate CA Dashboard Indicator and Graduation Rate	Districtwide SED Subgroup 2022-2023 (91.8%) = Green	Districtwide SED Subgroup 2023-2024 (94.4%) = Green		Districtwide SED Subgroup 2025-2026 (94.8%) = Blue	(Increase of 2.6%) No change in color
5.7	Percentage of SED students early on grade level or above as	Winter Diagnostic 2022-23, K-5: 42%	Winter Diagnostic 2023-24, K-5: 46%		Winter Diagnostic 2025-26, K-5: 52%	Increase of 4%

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
	indicated on the iReady ELA Diagnostic (K-5)					
5.8	Percentage of SED students early on grade level or above as indicated on the iReady Math Diagnostic (K-5)	Winter Diagnostic 2022-23, K-5: 27%	Winter Diagnostic 2023-24, K-5: 31%		Winter Diagnostic 2025-26, K-5: 37%	Increase of 4%
5.9	Passing Grades Indicated on Transcript in Core Content Classes (A, B, or C) of SED students	2nd Trimester 2023-2024, Grades 3rd-6th: Reading = 86% Writing = 88% Math = 85% Science = 94% Social Science = 91% 1st Semester 2023-2024, Grades 6th-12th: ELA = 83% Math = 78% Science = 80% Social Science = 81%	2nd Trimester 2024-2025, Grades 3rd-6th: Reading = 85% Writing = 87% Math = 85% Science = 94% Social Science = 91% 1st Semester 2024-2025, Grades 6th-12th: ELA = 84% Math = 81% Science = 81% Social Science = 84%		2nd Trimester 2026-2027, Grades 3rd-6th: Reading = 91% Writing = 93% Math = 90% Science = 99% Social Science = 96% 1st Semester 2026-2027, Grades 6th-12th: ELA = 88% Math = 83% Science = 85% Social Science = 86%	2nd Trimester, 3rd-6th: Reading = Decrease of 1% Writing = Decrease of 1% Math = 0% Science = 0% Social Science = 0% 1st Semester, Grades 6th-12th: ELA = Increase of 1% Math = Increase of 3% Science = Increase of 1% Social Science = Increase of 3%
5.10	Homeless Student Population	Spring 2022-2023 3,425	Spring 2023-2024 3,475		Spring 2025-2026 N/A	N/A
5.11	Homeless English Language Arts CA Dashboard Indicator,	2022-2023 Yellow N/A %	2023-2024 Orange (34.61 %)		2025-2026 Green 37.7%	(N/A%) Color: moved down 1 color

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
	Percentage of Students Meeting or Exceeding Standards, and Distance from Standards (DFS)	-37.6 DFS	-44.5 DFS			DFS = -6.9 points
5.12	Homeless Mathematics CA Dashboard Indicator, Percentage of Students Meeting or Exceeding Standards, and Distance from Standards (DFS)	2022-2023 Yellow N/A % -79.7 DFS	2023-2024 Orange (20.92%) -79.2 DFS		2025-2026 Green 23.2%	(N/A%) Color: moved down 1 color DFS = -0.5 points
5.13	Homeless Suspension CA Dashboard Indicator and Suspension Rate	2022-2023 Green 2.4% suspended at least one day Declined 1.8%	2023-2024 Green 1.6 % suspended at least one day Declined 0.8%		2025-2026 Blue 1.7%	Reduction of 0.8%
5.14	Homeless College/ Career CA Dashboard Indicator and Percentage of Students Indicated as Prepared	2022-2023 Low 29.5% Prepared	2023-2024 Orange 29.9% Prepared Maintained		2025-2026 Green 32.7%	Increase of 0.4%
5.15	Homeless Chronic Absenteeism CA Dashboard Indicator and Chronic Absenteeism Rate	2022-2023 Red 31.6% Chronically Absent Increased 2.8%	2023-2024 Yellow 22.6% Chronically Absent Declined 8.9%		2025-2026 Yellow 23.8%	Reduction of 8.9%
5.16	Homeless Graduation Rate CA Dashboard Indicator and Graduation Rate	2022-2023 Green 88.8% Increase of 3.3%	2023-2024 Green 92.5% Increase of 3.8%		2025-2026 Blue 90.6%	Increase of 3.8%

Goal Analysis [2024-25]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

There were no substantive differences between the intended implementation and actual execution for all actions in Goal 5.

5.1: McKinney Vento Support Staff

The support staff assigned to the Family Resource Centers have continued to provide resources to families in need.

5.2: McKinney Vento Tutoring

Tutoring services for McKinney Vento students were provided however they were delayed in the beginning.

5.3: McKinney Vento Classified Support

The classified support staff assigned to the Family Resource Centers have continued to provide resources to families in need.

5.4: McKinney Vento Program Support

This year we have had a TOSA and COSA assigned to supporting the Family Resource Centers.

5.5: Family Literacy and Math Nights

Various elementary schools participated in hosting Family Literacy and Math Nights this year. This continues to be a successful family engagement effort.

5.6: Elementary School Counselors at High Impact Sites

Full-time counselors have continued to be provided at our Title I elementary schools.

5.7: Additional Transportation Support

The additional transportation routes to our high impact neighborhoods have continued to be vital to the success of students.

5.8: Additional Administrative Support at High Impact Sites

The additional administrative support continues to be integral to our high impact sites.

5.9: Advancement Via Individual Determination (AVID) Program

The AVID program continues to be a vital part of our college and career readiness system within the district. Additional elementary schools have adopted the program this year as the AVID program spreads further across the district.

10: Community Engagement Initiative

This was our first year in the Community Engagement Initiative and we are proud to partner with the principals at Melrose Elementary School and Valadez Middle School to meaningfully engage our communities in support of student achievement.

5.11: Title I Parent Advisory

The formation of the Title I Parent Advisory group was successfully implemented this year with family representation from all Title I sites.

5.12: Project GLAD CLEAR - Title I Instructional Coaches

Title I instructional coaches completed Project GLAD training, equipping them with strategies to support English Learners.

5.13: Melrose Family Resource Center/Health Clinics

The Melrose Family Resource Center opened this year and we hosted a Family Wellness Summit in the spring.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

There were no substantial material differences between budgeted expenditures and estimated actual expenditures for the planned actions, as resources continued to be allocated as expected to support socioeconomically disadvantaged (SED) students.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Several actions have demonstrated varying degrees of effectiveness in making progress toward the goal of closing the academic achievement gap for socioeconomically disadvantaged (SED) students.

5.1: McKinney Vento Support Staff

The support staff assigned to Family Resource Centers have effectively linked families to both district and community resources. Their continued efforts have ensured that socioeconomically disadvantaged and foster youth receive the necessary services to support their academic and personal well-being.

5.2: McKinney Vento Tutoring

Tutoring services for McKinney Vento students were implemented in the second semester. While it is too early to fully assess the impact, initial efforts indicate that providing targeted academic support may help address gaps in learning for students experiencing homelessness.

5.3: McKinney Vento Classified Support

Staff dedicated to supporting McKinney Vento families have successfully facilitated school enrollment and connections to essential resources. This has contributed to improved access to educational stability for students facing housing insecurity.

5.4: McKinney Vento Program Support

The program has been effective in assessing family needs and providing referrals to school-based and community-based counseling services. These efforts have enhanced the emotional and social support available to students experiencing homelessness.

5: Family Literacy and Math Nights

The implementation of these events across school sites resulted in strong family participation. These initiatives have successfully fostered family engagement and contributed to students' academic success through collaborative learning experiences.

5.6: Elementary School Counselors at High Impact Sites

Full-time counselors at Title I elementary schools have provided a comprehensive multi-tiered system of support. Their work in attendance monitoring, academic achievement, and social-emotional development has positively impacted student success.

5.7: Additional Transportation Support

The availability of transportation routes throughout the year ensured that students could reliably attend school. This action has been effective in reducing transportation barriers and supporting consistent school attendance.

5.8: Additional Administrative Support at High Impact Sites

The presence of additional administrative staff at high-impact sites has strengthened parent engagement and support systems within the school community. Increased administrative resources have contributed to improved communication and school-family collaboration.

5.9: Advancement Via Individual Determination (AVID) Program

The AVID program continues to demonstrate its effectiveness in preparing students for postsecondary success. Participation in AVID strategies and professional development opportunities has supported student achievement and college readiness. The success of the program can be measured by its expansion across our district as well as the AVID senior data.

5.10: Community Engagement Initiative

The district actively participated in all scheduled Peer Leading and Learning Network sessions, both virtually and in-person. This ongoing engagement has strengthened the district's ability to implement equitable and culturally responsive community engagement practices.

5.11: Title I Parent Advisory

The formation of the Title I Parent Advisory group has successfully provided a platform for parent involvement and input. Participation from all Title I sites has ensured that the voices of socioeconomically disadvantaged families are represented in decision-making, including feedback for the LCAP.

5.12: Project GLAD CLEAR - Title I Instructional Coaches

Title I instructional coaches completed Project GLAD training, equipping them with strategies to support English Learners.

5.13: Melrose Family Resource Center/Health Clinics

The Melrose Family Resource Center is fully operational, with staff providing families access to critical resources, including food distribution in partnership with Second Harvest. This initiative has proven effective in addressing basic needs and supporting family well-being.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

As a result of reflection on prior practice, we have added additional Distance From Standard (DFS) metrics for ELA and Math CAASPP. We have adjusted any targets for three-year outcome metrics if we were able to successfully meet the previously established metric in our first year. Additionally, the following actions have planned changes for the coming year:

5.9: Advancement Via Individual Determination (AVID) Program

A significant expansion of the AVID program is planned for the coming year. Based on reflections on prior practice, we will be adding four more elementary schools to the AVID program, bringing the total to 29 schools in the district. This expansion reflects the effectiveness of AVID in preparing students for postsecondary success and will continue to build momentum through additional training at the Summer 2025 Summer Institute.

5.12: Project GLAD CLEAR - Title I Instructional Coaches

A change planned for the coming year is the discontinuation of Title I Instructional Coaches' participation in the Project GLAD Leadership Ensemble, as this initiative was a one-time action. While valuable, it was not intended to be an ongoing program. Future professional development efforts will focus on alternative strategies and training opportunities to continue supporting English Learners at Title I sites.

5.13: Melrose Family Resource Center/Health Clinics

We plan to continue building out the Melrose Family Resource Center in the coming year, expanding the range of services and resources available to families in need. We also plan to offer more continuous health clinics, with our first Family Wellness Summit held in the spring.

5.14 Elementary Math Fellows & Title I Teaching Collaboration

We have added this action through the use of unexpended LREBG funds in order to allow for Elementary Math Fellows to utilize a coaching model in partnership with Title I teachers (Teachers Teaching Teachers). Math Fellows will facilitate classroom lesson demonstrations, engage in one-on-one lesson planning with Title I teachers, debrief the lesson afterward, and collaboratively plan the next lesson. This action aims to address the ongoing academic needs of socioeconomically disadvantaged (SED) students, who, despite gains—from 27% to 31% on the iReady Math Diagnostic and from 33.6% to 40% on the CA Dashboard—remain an average of 38.5 points below standard.

5.15 Mentoring Program

We have added this action to speak to our district-level mentoring program (Support One Student) which was implemented this year and we will explore expanding it in the coming year.

A report of the Total Estimated Actual Expenditures for last year’s actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year’s actions may be found in the Contributing Actions Annual Update Table.

ctions

Action #	Title	Description	Total Funds	Contributing
5.1	McKinney Vento Support Staff	Continue to provide equitable services for socio-economically disadvantaged students, English learners, and Foster Youth through Family Resource Centers (FRC) and by providing a McKinney Vento TOSA and support staff to coordinate community linkage services and support parents.	\$442,865.55	Yes
5.2	McKinney Vento Tutoring	Continue to bolster the academic achievement of homeless students through after school tutoring.	\$20,000.00	No
5.3	McKinney Vento Classified Support	Assist with enrollment, coordinating services and partnering with other community organizations for homeless students by providing additional hours for Classified staff to provide support for Homeless programs.	\$0.00	No
5.4	McKinney Vento Program Support	Provide dedicated support for students experiencing homelessness with social, emotional, and wellness needs.	\$179,214.10	Yes
5.5	Family Literacy and Math Nights	Facilitate family literacy and math nights to provide phonics training, reading strategy training, and foundational math and conceptual skills training for families focused on school sites with higher populations of SED students.	\$12,604.40	Yes
5.6	Elementary School Counselors at High Impact Sites	Provide full-time elementary school counselors at Title I elementary sites with higher populations of SED students in order to support attendance, academic success and emotional well-being as well as reduce the chronic absenteeism rate.	\$1,109,116.47	Yes
5.7	Additional Transportation Support	Provide additional transportation routes at high impact sites to ensure SED students are able to access school in order to reduce their chronic absenteeism rate.	\$292,500.00	Yes

Action #	Title	Description	Total Funds	Contributing
5.8	Additional Administrative Support at High Impact Sites	Continue to provide assistant principals to high impact Title I school sites in order to support student achievement, reduce chronic absenteeism, and improve student safety.	\$966,971.11	Yes
5.9	Advancement Via Individual Determination (AVID) Program	Continue to provide Advancement Via Individual Determination (AVID) program focused on increasing academic achievement and college/career readiness for first generation college-bound students across the district.	\$933,017.40	Yes
5.10	Community Engagement Initiative	Take part in the Community Engagement Initiative Cohort V in order to increase our ability and capacity to implement effective, equitable and culturally responsive community engagement practices.	\$0.00	No
5.11	Title I Parent Advisory	Create a Title I Parent Advisory Committee in order to ensure the voices of SED families are heard and families are engaged in the process of increasing student achievement.	\$4,000.00	No
5.12	Project GLAD - Title I Instructional Coaches	Title I Instructional Coaches participation in Project GLAD Leadership Ensemble to support English Learners at sites.	\$0.00	No
5.13	Melrose Family Resource Center / Health Clinics	Work collaboratively with our community health partners to improve the lifelong health, well being, and overall educational performance outcomes of our students by providing student and family wellness support through a variety of methods to increase our families access to health care including, but not limited to, pop-up health clinics, mobile clinics, etc. at Melrose Elementary School.	\$0.00	No
5.14	Elementary Math Fellows & Title I Teaching Collaboration	Elementary Math Fellows will implement a collaborative coaching model in partnership with Title I teachers, supporting instructional improvement through the "Teachers Teaching Teachers" approach. Using LREBG funds (\$20,057), Math Fellows will facilitate classroom lesson demonstrations, engage in one-on-one planning, conduct reflective debriefs, and co-	\$20,057.28	No

Action #	Title	Description	Total Funds	Contributing
		develop subsequent lessons. This action aims to address the ongoing academic needs of socioeconomically disadvantaged (SED) students, who, despite gains—from 27% to 31% on the iReady Math Diagnostic and from 33.6% to 40% on the CA Dashboard—remain an average of 38.5 points below standard. Research from the Regional Educational Laboratory Southeast confirms that instructional math coaching can significantly enhance both student achievement and teacher self-efficacy (Bostic & Matney, 2017). M5.2 & M5.8 will be used to monitor the effectiveness of this action.		
5.15	Mentoring Program	Implement and expand the mentoring program across the district.	\$0.00	No

Goals and Actions

Goal

Goal #	Description	Type of Goal
6	PYLUSD will close the academic achievement gap for Foster Youth (FY) students.	Broad Goal

State Priorities addressed by this goal.

- Priority 3: Parental Involvement (Engagement)
- Priority 4: Pupil Achievement (Pupil Outcomes)
- Priority 5: Pupil Engagement (Engagement)
- Priority 6: School Climate (Engagement)
- Priority 7: Course Access (Conditions of Learning)

An explanation of why the LEA has developed this goal.

This goal is developed to address the academic disparities and barriers faced by Foster Youth (FY), as evidenced by district performance data. While there has been notable improvement in English Language Arts (ELA), rising from 20% meeting/exceeding standards (Red) in 2023 to 28% (Yellow) in 2024, there is still a significant gap compared to districtwide performance, necessitating continued support in literacy development. In contrast, Mathematics achievement remains critically low, with a slight increase from 14.3% (Orange) to 15.6% (Red), highlighting an urgent need for targeted math interventions.

The year-over-year comparison of iReady diagnostic data shows a significant decline in the percentage of foster youth (FY) students performing early on grade level or above. In ELA, performance dropped from 60% (K-2) in Winter 2023–24 to just 31% (K-5) in Winter 2024–25, while Math scores declined from 49% to 26% over the same period. This sharp decrease highlights an urgent need for targeted academic support and intervention to address the learning gaps and ensure foster youth have equitable opportunities to succeed. It is important to note that the iReady diagnostic metric changed from assessing only K–2 students in Winter 2023–24 to including all K–5 students in Winter 2024–25. While this broader inclusion may account for some of the decline in performance percentages, the data still indicate a critical need for increased academic support for foster youth to address persistent achievement gaps.

Despite a decline in chronic absenteeism from 31.5% to 27.8% (Orange), absenteeism remains a significant barrier to achievement, requiring expanded mentorship, attendance incentives, and family engagement strategies. Similarly, suspension rates have remained stagnant at 6.5% (Yellow), reinforcing the need for continued implementation of restorative practices and behavioral supports to ensure a stable and supportive learning environment.

This goal focuses on strengthening intervention programs, increasing individualized academic and social-emotional support, expanding tutoring and mentorship opportunities, and improving school stability efforts to close achievement gaps and foster long-term success for Foster Youth.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
6.1	English Language Arts CA Dashboard Indicator, Percentage of Students Meeting or Exceeding Standards, and Distance from Standards (DFS)	Districtwide FY Subgroup 2022-2023 (20%) = Red DFS = 71.1 below	Districtwide FY Subgroup 2023-2024 (28%) = Yellow DFS = 65.8 below		Districtwide FY Subgroup 2025-2026 (30%) = Yellow DFS = 56.8 below	(Increase of 8%) Moved up 2 colors DFS = + 5.3 points
6.2	Mathematics CA Dashboard Indicator, Percentage of Students Meeting or Exceeding Standards, and Distance from Standards (DFS)	Districtwide FY Subgroup 2022-2023 (14.3%) = Orange DFS = 108.8 below	Districtwide FY Subgroup 2023-2024 (15.6%) = Red DFS = 114.4 below		Districtwide FY Subgroup 2025-2026 (24%) = Green DFS = 25 below	(Increase of 1.3%) Down 1 color DFS = - 5.6 points
6.3	Suspension CA Dashboard Indicator and Suspension Rate	Districtwide FY Subgroup 2022-2023 (7%) = Yellow	Districtwide FY Subgroup 2023-2024 (6.5%) = Yellow		Districtwide FY Subgroup 2025-2026 (<5%) = Blue	Reduction of 0.5%
6.4	Chronic Absenteeism CA Dashboard Indicator and Chronic Absenteeism Rate	Districtwide FY Subgroup 2022-2023 (31.5%) = Orange	Districtwide FY Subgroup 2023-2024 (27.8%) = Yellow		25% Reduction in Chronic Absenteeism Rate Districtwide FY Subgroup 2025-2026 (23.6%) = Green	Reduction of 3.7%
6.5	Percentage of FY students early on grade level or above as indicated on the iReady ELA Diagnostic (K-5)	Winter Diagnostic 2023-24, K-2: 60%	Revised Grade Levels Winter Diagnostic 2024-25, K-5: 31%		Winter Diagnostic 2026-27, K-5: 70%	Decrease of 29%
6.6	Percentage of FY students early on grade level or above as	Winter Diagnostic 2023-24, K-2: 49%	Revised Grade Levels		Winter Diagnostic 2026-27, K-5: 59%	Decrease of 23%

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
	indicated on the iReady Math Diagnostic (K-5)		Winter Diagnostic 2024-25, K-5: 26%			
6.7	Passing Grades Indicated on Transcript in Core Content Classes (A, B, or C) of FY students	<p>2nd Trimester 2023-2024, Grades 3rd-6th: Reading = 82% Writing = 73% Math = 82% Science = 100% Social Science = 82%</p> <p>1st Semester 2023-2024, Grades 6th-12th: ELA = 70% Math = 69% Science = 73% Social Science = 70%</p>	<p>2nd Trimester 2024-2025, Grades 3rd-6th: Reading = 79% Writing = 84% Math = 83% Science = 88% Social Science = 83%</p> <p>1st Semester 2024-2025, Grades 6th-12th: ELA = 75% Math = 79% Science = 75% Social Science = 74%</p>		<p>2nd Trimester 2026-2027, Grades 3rd-6th: Reading = 87% Writing = 78% Math = 87% Science = 100% Social Science = 87%</p> <p>1st Semester 2026-2027, Grades 6th-12th: ELA = 75% Math = 74% Science = 78% Social Science = 75%</p>	<p>2nd Trimester, 3rd-6th: Reading = Decrease of 3% Writing = Increase of 11% Math = Increase of 1% Science = Decrease of 12% Social Science = Increase of 1%</p> <p>1st Semester, 6th-12th: ELA = Increase of 5% Math = Increase of 10% Science = Increase of 2% Social Science = Increase of 4%</p>
6.8	Suspension Rate for FY Students	2022-2023 6.9%	2023-2024 6.5%		2025-2026 < 2%	-0.5%

Goal Analysis [2024-25]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Overall implementation of the actions aimed at closing the academic achievement gap for foster youth (FY) has progressed as planned, with no substantive differences in the actions taken and those initially outlined. However, there were some ongoing challenges and successes associated with the implementation of each action:

6.1: Tutoring Services for FY

Tutoring services for foster youth continued as planned through our partnership with an outside agency. The ongoing partnership allowed for consistent support and academic progress for foster youth. No substantive differences were noted in the implementation, and tutoring sessions were effectively delivered.

6.2: Mentoring Services for FY

Mentoring services for foster youth remained consistent with the original plan. PYLUSD staff, including both certificated and classified members, have been instrumental in serving as mentors for foster youth. These mentoring relationships continue to provide critical emotional and academic support, and no deviations from the original plan were observed.

6.3: Trauma-Informed Practices

The district started to integrate trauma-informed practices into the student support system. A key activity was the presentation on fostering student resiliency and supporting students' emotional safety and sense of belonging for each school staff. This initiative proved effective in raising awareness about the impact of adversity on student well-being and promoting a supportive learning environment.

6.4: Collaboration with Child Welfare Agencies

Collaboration with county child welfare agencies remained unchanged, with continued partnership with both the county office of education personnel and social services agencies. These partnerships allowed for more streamlined support services and ensured foster youth received the resources and assistance they needed.

6.5: Family and Caregiver Engagement

The district has made notable strides in fostering strong, trusting relationships with caregivers of foster youth. Intentional efforts to include caregivers in school activities and decision-making processes were implemented successfully. However, ongoing challenges related to engaging all caregivers were noted, particularly around ensuring consistent attendance and participation in school activities.

6.6: Professional Development for Staff

Professional development for staff regarding the unique challenges faced by foster youth continued as planned. Administrators and staff have benefited from training, with several attending the 2025 California Foster Youth Summit. This development will help enhance their ability to support foster youth effectively.

7: Foster Youth Enrollment

Enrollment for foster youth was managed without any significant delays. The foster youth liaison worked diligently to maintain communication with group homes and facilitated smooth transitions for foster youth entering schools. Despite challenges related to the complexities of foster youth enrollment, these processes were successfully executed, ensuring timely enrollment and a smooth transition for all foster youth.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

There following actions experienced material differences between budgeted expenditures and estimated actual expenditures:

6.6 Professional Development & Foster Youth Summit

Since expenditures were lower than anticipated, we will focus on expanding professional learning opportunities for all staff. This includes supporting our foster youth mentors in attending the 2025 Foster Youth Education Summit, where they will participate in sessions addressing challenges, sharing best practices, and enhancing support for foster youth. Additionally, the summit provides valuable networking opportunities for educators, social workers, caregivers, and advocates to collaborate and exchange ideas to improve educational outcomes for foster youth.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

6.1: Tutoring Services for FY

The flexibility in offering tutoring services—either at school or in the foster youth group home—has been highly effective in providing academic support tailored to the unique needs of foster youth. Regular monitoring by the foster youth liaison ensured that students, particularly seniors, received timely support with their academic progress and post-graduation plans, such as completing the FAFSA. This level of personalized support has had a positive impact on fostering academic success and preparing foster youth for life after high school.

6.2: Mentoring Services for FY

Mentoring services have been a crucial component in supporting foster youth by providing them with consistent, adult guidance. The positive relationships built between mentors and foster youth have been an important factor in ensuring that students feel supported and understood. Regular communication between the foster youth liaison, mentors, and students has been instrumental in maintaining effective mentoring relationships. This program has been successful in helping foster youth build confidence and stay engaged in their academic and personal development.

6.3: Trauma-Informed Practices

The district's focus on trauma-informed practices through staff presentations has proven effective in creating a safe and supportive learning environment for foster youth. By emphasizing the importance of understanding and addressing students' past experiences, educators were better equipped to foster positive relationships and respond to the unique needs of foster youth.

4: Collaboration with Child Welfare Agencies

The coordination between the foster youth liaison, county agencies, and the county office of education has significantly improved the transition process for foster youth into the school community. This collaboration has allowed school teams to better understand the individual needs of each foster youth, ensuring they receive the appropriate support and resources.

6.5: Family and Caregiver Engagement

The efforts made by the foster youth liaison to engage with caregivers, school administrators, and mental health professionals have strengthened the support system for foster youth. By maintaining regular communication, school teams are better equipped to identify the unique needs of each foster youth and provide tailored interventions.

6.6: Professional Development for Staff

Professional development efforts, including attending the Foster Youth Education Summit and coordinating legal updates, have equipped staff with the knowledge and skills necessary to effectively support foster youth. This continuous professional growth has helped create a more informed and empathetic school environment, where administrators, counselors, and teachers are better prepared to meet the unique needs of foster youth.

6.7: Foster Youth Enrollment

The coordination of enrollment services by the foster youth liaison, in partnership with group homes, caregivers, and child welfare agencies, has been highly effective in ensuring that foster youth experience no delays in enrollment. By adhering to legal rights and ensuring timely access to necessary resources, foster youth were able to seamlessly transition into school, ensuring that their academic journey was not disrupted.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

As a result of reflection on prior practice, we have added additional Distance From Standard (DFS) metrics for the ELA and Math CAASPP. Additionally, the following actions have planned changes for the coming year:

6.2: Mentoring Services for FY

Through the use of unexpended LREBG funds, a new initiative for the coming year is the coordination of an orientation meeting for all foster youth mentors. This meeting will provide information and best practices for supporting foster youth, ensuring that mentors are better equipped to build strong, supportive relationships. Additionally, we will survey mentors at the end of the 2024-2025 school year to assess their needs for further support or knowledge, helping to refine our mentoring program for increased effectiveness.

6.3: Trauma-Informed Practices

For the upcoming year, we will expand our professional learning opportunities for school staff and mental health professionals to include additional evidence-based practices for supporting foster youth through adversity. We will also work on monitoring attendance and behavioral data more closely to identify and address any emerging needs, ensuring that we continue to support foster youth with tailored strategies for building positive relationships and resilience.

6.5: Family and Caregiver Engagement

We will continue our focus on family and caregiver engagement by maintaining open communication and providing professional learning opportunities on topics relevant to the needs of foster youth. Additionally, we will place continued emphasis on reviewing attendance data to identify trends and address any challenges in collaboration with families and caregivers, ensuring that foster youth have the support needed for academic success.

6.6: Professional Development for Staff

In response to prior reflections, we will expand professional development opportunities for additional school staff, including secretaries, office staff, and community liaisons. This will increase awareness and understanding of the unique needs of foster youth across all levels of the school community, ensuring that all staff members are equipped to support foster youth effectively.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
6.1	Tutoring Services for FY	Continue to provide in district and out of district tutoring services for FY students at the elementary and secondary levels.	\$54,988.64	Yes
6.2	Mentoring Services for FY	Continue to provide an adult FY mentor at all school sites to direct interventions, address reengagement, support learning recovery, provide educational case management and advocacy, and promote the social and emotional needs of pupils in foster care as provided through LREBG funds (\$167,725). Foster Youth (FY) in PYLUSD continue to demonstrate persistent academic and engagement challenges, as evidenced by their 2023–2024 CA Dashboard results. Although there was a slight improvement in English Language Arts (ELA), with scores increasing from 20% to 28% meeting or exceeding standards, FY students remain 65.8 points below standard. In Mathematics, the percentage of FY students meeting standards remains critically low at 15.6%, with an increasing Distance from Standard (DFS) of 114.4 points below, indicating deep academic needs. Additionally, while chronic absenteeism declined from 31.5% to 27.8%, it remains significantly higher than district averages, and suspension rates are persistently elevated at 6.5%. Research supports that stable, supportive adult relationships significantly improve school engagement and academic outcomes for foster youth (National Working	\$167,725.00	No

Action #	Title	Description	Total Funds	Contributing
		Group on Foster Care and Education, 2018). M6.1-M6.8 will be used to monitor the effectiveness of this action.		
6.3	Trauma-Informed Practices	Implement trauma-informed practices through a comprehensive district plan which involves utilizing research-based strategies to foster a supportive and understanding environment for foster youth. This approach includes training educators and staff to recognize signs of trauma, understanding its potential impact on students' attendance and academic performance, and developing tailored interventions to address these challenges.	\$0.00	No
6.4	Collaboration with Child Welfare Agencies	Continue to foster collaboration between the school district and child welfare agencies by establishing clear communication channels in order to share relevant information and coordinate efforts to support FY.	\$0.00	No
6.5	Family and Caregiver Engagement	Engage with families and caregivers of FY to understand their specific challenges through needs assessments and work collaboratively to address attendance issues by providing individualized and targeted resources and leveraging outside community resources.	\$0.00	No
6.6	Professional Development for Staff	Provide professional development for staff to increase awareness and understanding of the unique needs of FY to provide for a more supportive and inclusive school environment.	\$33,782.56	Yes
6.7	Foster Youth Enrollment	Continue to streamline enrollment processes for FY living in group homes to ensure accurate and timely placement in schools.	\$0.00	No

Goals and Actions

Goal

Goal #	Description	Type of Goal
7	PYLUSD will close the academic achievement gap for all Unduplicated Pupils (UPs) through districtwide and schoolwide actions.	Broad Goal

State Priorities addressed by this goal.

- Priority 3: Parental Involvement (Engagement)
- Priority 4: Pupil Achievement (Pupil Outcomes)
- Priority 5: Pupil Engagement (Engagement)
- Priority 6: School Climate (Engagement)
- Priority 7: Course Access (Conditions of Learning)

An explanation of why the LEA has developed this goal.

The data highlights persistent achievement gaps among English Learners (EL), Socioeconomically Disadvantaged (SED) students, and Foster Youth (FY) despite overall district progress. While districtwide English Language Arts (ELA) and Mathematics scores remain in the Green performance level, significant disparities exist. English Learners continue to struggle, with ELA proficiency at only 11.35% (Orange) and math proficiency showing a slight improvement from 10.62% (Orange) to 11.54% (Yellow). Socioeconomically Disadvantaged students have made some gains, with ELA proficiency increasing from 48.87% to 52.16% (Orange) and math improving from 33.57% to 40% (Yellow), yet they still lag behind district averages. Foster Youth, while making progress in ELA from 20% (Red) to 28.13% (Yellow), still face significant challenges in math, where proficiency remains critically low at 15.63% (Red).

In addition to academic performance, chronic absenteeism remains a major barrier to success for these student groups. EL students have a chronic absenteeism rate of 19.4% (Yellow), SED students 18.6% (Yellow), and Foster Youth 27.8% (Orange), all of which impact their academic growth and access to necessary resources. College and career readiness indicators further reveal disparities, with only 16.8% of EL students categorized as prepared (Low) and 47.8% of SED students meeting the threshold (Medium), highlighting the need for stronger support systems to ensure long-term success.

Despite these challenges, early literacy and math data for K-5 students indicate positive trends. The percentage of SED and EL students performing at early or grade-level proficiency in ELA has risen from 42% to 60%, and math proficiency has improved from 28% to 49% on the iReady diagnostic. These gains demonstrate the effectiveness of targeted interventions and support the need for expanding such programs districtwide.

To address these inequities, this goal emphasizes schoolwide and districtwide strategies aimed at closing the achievement gap. Key actions include expanding intervention programs in math and ELA, enhancing designated English Learner (ELD) instruction and bilingual support, increasing access to tutoring, mentoring, and academic support services, strengthening attendance initiatives to reduce chronic absenteeism, and implementing culturally responsive teaching strategies to improve student engagement and performance.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
7.1	English Language Arts CA Dashboard Indicator - Met or Exceeded Standard and Distance from Standard (DFS)	<p>Districtwide 2022-2023 = (64.75%) Green DFS = 35.6 above</p> <p>Student Groups: English Learners (11.7%) = Orange DFS= 41 below SED (48.9%) = Orange DFS=5.4 below Foster Youth (20%) = Red DFS= 71.1 below</p>	<p>Districtwide 2023-2024 =(65.32%) Green DFS = 35.6 above</p> <p>Student Groups: EL (11.4%) = Orange DFS=44.4 below SED (52.16%) = Orange DFS=5.7 below FY (28.13%) = Yellow DFS=65.8 below</p>		<p>Districtwide 2025-2026 (70.8%) = Blue DFS = 45 above</p> <p>Student Groups: English Learners (22%) = Green DFS= 5 below</p> <p>SED (59%) =Green DFS=3.3 above Foster Youth (30%) = Yellow DFS= 56.8 below</p>	<p>Districtwide: (+0.57%) No change in color DFS = No change</p> <p>Student Groups: EL: (-0.3%) No change in color DFS= -3.4 points SED: (+3.26%) No change in color DFS = -0.3 points FY: (+8.13%) Moved up 2 color DFS= +5.3 points</p>
7.2	Mathematics CA Dashboard Indicator - Met or Exceeded Standard and Distance from Standard (DFS)	<p>Districtwide 2022-2023 = (53.48%) Green DFS = 6.1 above</p> <p>Student Groups: EL (10.6%) Orange DFS = 68.7 below SED (33.6%) Yellow DFS= 44.3 below Foster Youth (14.29%)</p>	<p>Districtwide 2023-2024 = (55.95%) Green DFS =11 above</p> <p>Student Groups: EL (11.5%) Yellow DFS = 64.9 below SED (40%) Yellow DFS = 38.5 below FY</p>		<p>Districtwide 2025-2026 = (63.48%) Blue DFS= 35 above</p> <p>Student Groups: EL (21%) Green DFS = 25 below SED (44%) Blue DFS = 25 below Foster Youth</p>	<p>Districtwide: (+2.47%) No change in colors DFS = +4.9 points</p> <p>EL: (+0.92%) Color: moved up one color DFS = + 3.8 points</p> <p>SED: (+6.43%) No change in color DFS = +5.8 points</p> <p>FY:</p>

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		Orange DFS = 108.8 below	(15.63%) Red DFS= 114.4 below		(24%) Green DFS = 25 below	(+1.34%) Moved down 1 color DFS = - 5.6 points
7.3	Suspension CA Dashboard Indicator	Districtwide 2022-2023 = 1.4% (Green) Student Groups: EL = Green SED = Green Foster Youth = 7% suspended at least one day, or Yellow	Districtwide 2023-2024 = 0.6% (Blue) Student Groups: EL = 1.4% (Green) SED = 1% (Blue) FY = 6.5% (Yellow)		Districtwide 2025-2026 = <0.5% Student Groups: EL = Blue SED = Blue Foster Youth = <5%, or Blue	Districtwide: -0.8% (moved up 1 color) EL: -0.7% (no color change) SED: -0.9% (moved up 1 color) FY = -0.5% (no color change)
7.4	Chronic Absenteeism CA Dashboard Indicator	Districtwide 2022-2023 = 17.8% Student Groups: English Learners = 25.9% (Red) SED = 26.6% (Red) Foster Youth = 31.5% (Orange)	Districtwide 2023-2024 = 12.2% (Yellow) Student Groups: EL = 19.4% (Yellow) SED = 18.6% (Yellow) FY = 27.8% (Orange)		Districtwide 2025-2026 = 8.9% Student Groups: English Learners = 15.9% (Yellow) SED = 13.6% (Yellow) Foster Youth = 23.6% (Green)	Districtwide: -5.6% (moved up 1 color) EL: -6.5% (moved up 2 colors) SED: -8.0% (moved up 2 colors) FY: -3.7% (no color change)
7.5	College/Career CA Dashboard Indicator	Districtwide 2022-2023 = 55.8% Prepared Student Groups: EL = 11.4% (Low) SED = 43.3% (Medium) FY = N/A	Districtwide 2023-2024 = 59.8% (Green) Student Groups: EL = 16.8% (Yellow) SED = 47.8% (Green) FY = N/A		Districtwide 2025-2026 = 66% Prepared Student Groups: EL = 21% (Green) SED = 53% (Blue) FY = N/A	Districtwide: +4% (no color change) EL: +5.4% (moved up 1 color) SED: +4.5% (moved up 1 color) FY: N/A

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
7.6	English Learner Progress CA Dashboard Indicator	Districtwide 2022-2023 = 54.2% making progress (Yellow)	Districtwide 2023-2024 = 50.3% (Orange)		Districtwide 2025-2026= 59% making progress (Blue)	-3.9% (moved down 1 color)
7.7	Percentage of SED and EL students early on grade level or above as indicated on the iReady ELA Diagnostic (K-5)	Winter Diagnostic 2023-2024, K-2: 60%	Winter Diagnostic 2024-2025, Revised from K-2 to K-5: 46% SED: 47% EL: 22%		Winter Diagnostic 2026-2027, K-5: 70%	Decreased by 14%
7.8	Percentage of SED and EL students early on grade level or above as indicated on the iReady Math Diagnostic (K-5)	Winter Diagnostic 2023-2024, K-2: 49%	Winter Diagnostic 2024-2025, Revised from K-2 to K-5: 35% SED: 35% EL: 17%		Winter Diagnostic 2026-2027,, K-5: 59%	Decreased by 14%
7.9	Passing Grades Indicated on Transcript in Core Content Classes (A, B, or C) of all Unduplicated Students	2nd Trimester 2023-2024, Grades 3rd-6th: Reading = 82% Writing = 85% Math = 82% Science = 93% Social Science = 90% 1st Semester 2023-2024, Grades 6th-12th: ELA = 80% Math = 74% Science = 77% Social Science = 78	2nd Trimester 2024-2025, Grades 3rd-6th: Reading = 85% Writing = 87% Math = 86% Science = 94% Social Science = 91% 1st Semester 2024-2025, Grades 6th-12th: ELA = 84% Math = 81% Science = 81%		2nd Trimester 2026-2027, Grades 3rd-6th: Reading = 87% Writing = 90% Math = 87% Science = 98% Social Science = 95% 1st Semester 2026-2027, Grades 6th-12th: ELA = 85% Math = 79% Science = 82%	2nd Trimester, 3rd-6th: Reading = Increase of 3% Writing = Increase of 2% Math = Increase of 4% Science = Increase of 1% Social Science = Increase of 1% 1st Semester, 6th-12th: ELA = Increase of 4%

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
			Social Science = 84%		Social Science = 83%	Math =Increase of 7% Science = Increase of 4% Social Science = Increase of 6%

Goal Analysis [2024-25]

An analysis of how this goal was carried out in the previous year.
A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Throughout the three-year LCAP cycle, a comprehensive and concerted effort has been made to close the academic achievement gap for socioeconomically disadvantaged (SED) students in PYLUSD. While the district largely adhered to its planned actions and goals, there were a few substantive differences in the implementation, most notably the postponement of certain initiatives and adjustments based on emerging needs or external factors. Below is an analysis of the implementation, highlighting both successes and challenges:

7.1: Teacher Collaboration and Intervention Design
There were no substantive differences in planned actions and actual implementation. The district successfully maintained a focus on collaboration among teachers and designed interventions targeted at closing academic gaps for SED students.

7.2: Professional Learning Communities PD
There were no substantive differences in the planned actions and actual implementation of this action. Three trainings were held throughout the year which included school principals and lead teachers / department chairs from every site.

7.3: Reduction of Class Sizes at High Impact Sites
There were no substantive differences in planned actions and actual implementation. The reduction in class sizes at high-impact sites helped ensure that students, particularly those from disadvantaged backgrounds, received more personalized attention and support, contributing positively to their academic outcomes.

7.4: Academic Support Teachers (ASTs)
No substantive differences were observed in the implementation of Academic Support Teachers (ASTs). The district successfully employed ASTs at all elementary school sites, offering targeted interventions in ELA and math.

5: Additional Intervention Support at Valencia High School

No substantive differences were reported in the implementation of additional intervention support at Valencia High School. These interventions helped address the specific academic needs of SED students and were aligned with the district's overall goal of reducing achievement gaps.

7.6: Math Intervention Support for UPs

There were no substantive differences in planned actions and actual implementation. Math intervention services for unduplicated pupils (UPs) were provided as intended, with no notable shifts in strategy or service delivery.

7.7: Professional Development focused on Needs of EL, SED, and FY

There were no substantive differences in planned actions and actual implementation. Professional development was held throughout the year.

7.8: PYLUSD Induction Program

A substantive change was made to the New Hire Institute, which reduced the number of attendees to focus solely on new teachers participating in the Induction program. This change was intended to streamline the program and ensure that the professional development offered was more focused on the needs of new hires.

7.9 - 7.13: Mental Health Support, Support Staff, and Additional Resources

No substantive differences were reported in the implementation of mental health support and additional resources at both secondary and elementary sites, as well as the addition of support staff and health resources at high-impact sites.

7.14: Instructional Aides for Physical Education

Instructional aides continued to support physical education by helping maintain students' physical health and wellness. There were no substantive differences in planned actions and the actual implementation of this action.

7.15: Library Media Assistants

There were no substantive differences between planned actions and actual implementation. All high schools continue to receive library media assistants to support academic achievement of students through critical thinking, communication, collaboration, and creativity.

7.16: District Teachers on Special Assignment (TOSA)

There were no substantive differences between planned actions and actual implementation. District TOSAs successfully supported schools in their implementation of new curriculum and instructional design.

7.17: District Leadership

There were no substantive differences between planned actions and actual implementation. District leadership was maintained in order to meet the needs of UPs and students who are at-risk.

18: Administrative Support

There were no substantive differences between planned actions and actual implementation. Administrative support was maintained at the district office to support Visual and Performing Arts programs.

7.19: College and Career Technicians

There were no substantive differences between planned actions and actual implementation. College and Career Technicians were maintained at each high school to support student access to information, guidance, and resources regarding post-secondary options.

7.20: Multi-Tiered System of Support (MTSS)

There were no substantive differences between planned actions and actual implementation. A cohort of district and site administrators participated in MTSS training at the county in order to support students with tiered interventions and enrichment to improve academic achievement.

7.21: Data Dashboard and Analysis System

There were no substantive differences between planned actions and actual implementation. Aeries Analytics was utilized to identify, monitor, and provide interventions to at-risk students in order to support their academic success. Site leaders were trained in the use of the system.

7.22: Collaborative Task Forces

A substantive difference that occurred involves the ethnic studies task force as the collaboration efforts for this initiative were postponed until the 2025-2026 school year to align with anticipated legislative requirements.

7.23 - 7.30: Attendance, Support Services, and Recovery Programs

There were no substantive differences in the implementation of attendance tracking, school attendance review teams, or recovery programs. All actions were carried out with fidelity.

7.31: ELD Counselor

There were no substantive differences between planned actions and actual implementation. An ELD Counselor was provided at Valencia High School and Counselor at El Camino High School to ensure the needs of English learners, low income, and foster youth are monitored and supported.

7.32: Intervention Programs

There were no substantive differences between planned actions and actual implementation. We maintained our school-based intervention programs at the secondary schools to assist in closing achievement gaps and suspension rates of all UPPs by providing academic, behavioral, and social emotional support in the intervention classrooms.

7.33: Career Technical Education (CTE)

There were no substantive differences between planned actions and actual implementation. CTE programs continue to show positive trends in student engagement and outcomes. These programs offer a pathway for students to succeed in both college and career fields, providing essential opportunities for SED students.

7.34: Parent Engagement

There were no substantive differences between planned actions and actual implementation. Parent engagement efforts were made to all schools throughout the district.

7.35: Dual Language Academy (DLA)

The district continued to expand its Dual Language Academy, with changes to the instructional model. Based on community feedback and research from conferences, the DLA model shifted from a 50/50 to a 90/10 model starting with TK and K classes. This shift reflects a commitment to bilingualism, biliteracy, and cross-cultural competence, with the goal of providing a strong foundation for students.

7.36: Dual Enrollment

There were no substantive differences between planned actions and actual implementation. We continued to partner with the North Orange County Community College District / Fullerton College to offer dual enrollment courses to students through the existing CollegeLink and possible future Early College programs.

7.37: School Plan for Student Achievement (SPSA)

There were no substantive differences between planned actions and actual implementation. Each school developed a SPSA to communicate the cycle of continuous improvement and resource allocation for student achievement.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

There are no substantive differences between the budgeted expenditures and estimated actual expenditures for this goal.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

7.1: Teacher Collaboration and Intervention Design

PLC time has been effective in fostering a continuous cycle of teaching, learning, and assessment, where teachers are analyzing student data to generate positive outcomes. The collaboration supports the identification of academic gaps, which is essential for closing achievement gaps.

7.2: Professional Learning Communities PD

The professional development (PD) sessions were well received, with positive feedback from principals and lead teachers. These PDs help build teacher capacity, ensuring they are better equipped to meet the needs of SED students.

7.3: Reduction of Class Sizes at High Impact Sites

Though the action is ongoing, the reduction of class sizes has created a more focused learning environment, providing more individualized attention for SED students. Further analysis will be needed to quantify its full impact.

4: Academic Support Teachers (ASTs)

The academic interventions provided by ASTs have been effective, especially in foundational skills for ELA and Math. The use of diagnostic tools like i-Ready allows for continuous monitoring and targeted intervention, helping close learning gaps for 933 students. The support provided also helps maintain optimal class sizes in some TK classrooms.

7.5: Additional Intervention Support at Valencia High School

The additional intervention support at Valencia High School has been instrumental in supporting unduplicated pupils, especially English Language Learners (ELL) and at-risk students. This additional support helps to provide targeted academic and emotional assistance.

7.6: Math Intervention Support for UPs

The math intervention support through the Math Lab sections at middle schools has received positive feedback from teachers, students, and parents. The use of structured tools like IXL Math supports the academic progress of identified students, improving foundational skills.

7.7: Professional Development focused on needs of EL, SED, and FY

PD focusing on literacy and math has been effective in enhancing teacher practices. Teachers are implementing first-best instructional strategies, benefiting students who are EL, SED, and FY by providing targeted support.

7.8: PYLUSD Induction Program

New Hire Institute participants rated their onboarding experience positively (4 out of 5), which indicates that the induction program is successfully preparing new teachers. Continued professional development focused on differentiation and supporting diverse learners has contributed to improving instructional practices.

7.9 & 7.10: Mental Health Support and Resources for Students and Families at Secondary and Elementary Sites

The mental health resources at both secondary and elementary sites have provided essential support to students and families, creating a foundation for academic success by addressing emotional and psychological well-being.

7.11: Site Discretionary Funding for UPs

The allocation of discretionary funding to site principals aligned with student needs, allowing for flexible use of resources to support SED students effectively.

7.12: Additional Support Staff at High Impact Sites

The addition of clerical and health support at high-impact sites has ensured smooth school operations and enabled staff to focus on student needs, directly benefiting SED students.

7.13: Additional Health Support at High Impact Sites

Providing additional health support at high-impact sites has helped ensure that students' physical health is prioritized, enabling better engagement in learning activities.

7.14: Instructional Aides for Physical Education

Instructional aides in physical education have been effective in maintaining safety standards and supporting PE curriculum, ensuring that students have equitable access to physical activity.

15: Library Support at High Schools

Library support for high schools has been beneficial in managing resources like newly adopted textbooks, contributing to an environment conducive to learning.

7.16: District Teachers on Special Assignment (TOSA)

District TOSAs have been effective at delivering high quality professional development for teachers, assisting with curriculum development, and providing instructional leadership.

7.17: District Leadership

District leadership has provided effective oversight and support, ensuring the successful implementation of initiatives that target unduplicated pupils and at-risk students. Strategic guidance has been instrumental in sustaining the impact of LCAP goals.

7.18: Administrative Support

Administrative support has played a key role in ensuring the success of MTSS and AVID programs, which are critical in supporting the academic success of SED students.

7.19: College and Career Technicians

College and Career Technicians have been effective in facilitating post-secondary opportunities for students, including dual enrollment. Their efforts in organizing career fairs and supporting students' career exploration have helped to broaden opportunities for SED students.

7.20: Multi-Tiered Systems of Support (MTSS)

The training for MTSS at the district level is laying the groundwork for supporting students at all levels. While more training is planned for the coming year, it sets the foundation for the future success of all students.

7.21: Data Dashboard and Analysis System

The Aeries analytics system has been successful in identifying students in need of academic, behavioral, or social-emotional support. By focusing on attendance, behavior, and course performance, it helps in early intervention, which is crucial for closing achievement gaps.

7.22: Collaborative Task Forces

Task forces have been effective in involving teachers in important decisions, such as the selection of reading assessment tools and the adoption of new English Language Arts materials. Their input ensures that selected interventions and materials are aligned with the needs of students.

7.23: Attendance Tracking and Early Intervention

Attendance tracking systems have been effective in identifying students with attendance issues early, leading to timely intervention to address barriers to learning.

7.24: School and District Attendance Review Teams

SART and SARB meetings have supported efforts to reduce chronic absenteeism, which is critical to academic success. These meetings have allowed for timely interventions with families to address attendance concerns.

7.25: Professional Development for Core Content Curriculum and Instruction

Ongoing PD in core content areas has equipped teachers to implement effective instructional strategies, improving student outcomes and addressing the learning needs of SED students.

7.26: Student Study Team and 504 Plan Coordination

The streamlined SST process has been effective in identifying the needs of students early, allowing for tailored interventions and supports for students at-risk of falling behind.

7.27: GEAR UP Program

The GEAR UP program has positively impacted middle and high school students by supporting academic, behavioral, and social-emotional development, and is leading to improved student outcomes.

7.28: High School Credit Recovery Programs

Credit recovery programs have helped students stay on track for graduation, mitigating the academic risks associated with credit deficiencies, which is crucial for at-risk students.

7.29: With Hope Program

The With Hope Program has been effective in raising awareness and providing tools for suicide prevention.

7.30: Learning Recovery Programs

Learning recovery programs have supported differentiated instruction, helping students who need additional support in foundational skills. These programs are essential for bridging gaps in students' academic progress.

7.31: Counselors at High Impact High Schools

Additional counselors at high schools have helped improve students' academic, social, and emotional well-being, supporting their overall success.

7.32: Secondary Intervention Classrooms

Secondary intervention classrooms have helped provide restorative interventions, keeping students in school and preventing disruptions in their academic progress.

7.33: Career Technical Education (CTE)

The district saw positive results in the area of Career Technical Education, with more than 24% of the class of 2024 graduating having completed a CTE pathway. Additionally, 39% of high school students enrolled in a CTE course in the 2023-2024 school year, reflecting continued growth in student enrollment and success in CTE programs.

34: Parent Engagement

The increase in parent engagement through workshops and trainings has been effective in fostering school-home partnerships. It has led to more families supporting their children's academic success.

7.35: Dual Language Academy

The expansion of the Dual Language Academy (DLA) program has been effective, with positive community feedback. The 90/10 model will provide students with strong language foundations, promoting bilingualism and academic achievement.

7.36: Dual Enrollment

The dual enrollment program has been successful in providing students with opportunities for college credit, and the growing partnership with Fullerton College has expanded offerings, benefiting all students.

7.37: SPSA Development

The training and support for School Site Plans (SPSAs) has been effective in aligning school site goals with district objectives, helping ensure that actions and resources are directed toward the needs of SED students.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

Based on reflections on prior practice, additional Distance from Standard (DFS) metrics have been added for all ELA and Math CAASPP data. We have adjusted the target for three-year outcome metrics for any that we were able to successfully meet in the first year. Additionally, the following changes to actions or new actions are planned for the coming year:

7.2: Professional Learning Communities PD

We will continue to offer professional development to principals and site leads through the use of unexpended LREBG funds.

7.3: Reduction of Class Sizes at High Impact Sites

This action will be reduced in the coming year, with sites staffed more appropriately and closer to the maximum permitted.

7.4: Academic Support Teachers (ASTs)

This action will be changed from dedicated ASTs at each elementary site to training provided to classroom teachers on Tier I intervention strategies that help students meet academic and behavioral goals within their classrooms.

7.8: PYLUSD Induction Program

Changes will be made to include training on the new CSTPs, charging non-employees, and reducing participants for New Hire Institute.

7.11: Site Discretionary Funding for UPs

All site and district budgets will be reduced by 4% in an effort to stabilize our budget.

16: District Teachers on Special Assignment (TOSA)

The Educational Services department plans to reduce their support by two TOSAs.

22: Multi-Tiered Systems of Support (MTSS)

We will continue to refine our MTSS to support students with tiered interventions and enrichment to improve academic achievement as provided through unexpended LREBG funds as well as grant funding.

7.26: Student Study Team and 504

We will continue to provide site level Student Study Team and 504 Plan coordination to support students who are at risk as provided through unexpended LREBG funds.

7.28: Summer Credit Recovery Programs

We will continue to provide a high school credit recovery summer school and night school program at El Camino Real High School as provided through unexpended LREBG funds.

7.29: Mental Health Support

We will continue to provide a suicide prevention program at middle and high schools to improve student wellness and social-emotional health as provided through unexpended LREBG funds.

7.30: Learning Recovery Programs

After analyzing usage data and performing a cost-benefit analysis of all learning recovery software programs, we have determined that we will no longer be utilizing the Nearpod and Canvas platforms. However we will continue to offer robust learning recovery programs through the use of unexpended LREBG funds.

7.34: Title 1 Parent Engagement

We plan to expand outreach to increase parent participation, particularly among historically underserved families. Leverage Community School funding to extend workshops, training, and culturally relevant events to non-Title I school sites. Diversify workshop offerings based on parent feedback and improve accessibility with virtual and hybrid engagement opportunities. The Title I Parent Advisory Committee, Love and Logic, Disciplina Positiva, and the Parent Institute for Quality Education will remain key components.

7.35: Dual Language Academy

We plan to expand the 90/10 Spanish to English model to all remaining grades, transitioning from 90/10 in TK and Kindergarten to 80/20 in 1st, 70/30 in 2nd, and 60/40 in 3rd grades. We will be transitioning the middle school program from OCSCS to Tuffree, beginning with the incoming 7th grade class. Finally, we will be beginning the high school DLA program at Esperanza High School.

7.36: Dual Enrollment

There are no major changes to the planned goal, metrics, or desired outcomes for this action but the PYLUSD-Fullerton College partnership will expand course offerings and enrollment capacity as part of the College Link program.

38 Translation

We have added this action in order to offer interpretation assistance for materials and support families attending conferences, meetings, training, or committee sessions.

39: ??Site-level Awareness

We have added this action in order to enhance teacher awareness of Unduplicated students by utilizing Aeries rostering for improved identification and support. order to enhance teacher awareness of Unduplicated students by utilizing Aeries rostering for improved identification and support.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
7.1	Teacher Collaboration and Intervention Design	Continue to provide all teachers with dedicated weekly release time to participate in Professional Learning Communities (PLCs) which focus on individual student achievement and how to close achievement gaps for all UPs.	\$3,010,186.41	Yes
7.2	Professional Learning Communities PD	Continue to provide professional development to site leadership teams in the PLC process to support student achievement through data analysis and targeted interventions, as funded by LREBG (\$24,867.60). While the district has made gains in English Language Arts and Mathematics overall, substantial achievement gaps remain for English Learners, Socioeconomically Disadvantaged students, and Foster Youth, who continue to perform below standard in both subjects. Research by Vescio, Ross, and Adams (2008) demonstrates that well-implemented PLCs lead to improved teaching practices and increased student learning, highlighting the importance of ongoing collaborative professional development. M7.1 & M7.2 will be used to monitor the effectiveness of this action.	\$24,867.60	No
7.3	Reduction of Class Sizes in TK/K	Maintain class size reduction through classified support personnel in Transitional Kindergarten and Kindergarten classes.	\$1,360,931.16	Yes
7.4	Tier I Intervention	Provide training on Tier I intervention strategies that help students meet academic and behavioral goals.	\$0.00	No

Action #	Title	Description	Total Funds	Contributing
7.5	Additional Intervention Support at Valencia High School	Continue to provide intervention support teachers at Valencia High School to ensure the needs of all UPs are monitored and supported.	\$406,453.45	Yes
7.6	Math Intervention Support for UPs	Provide math intervention teachers at each middle school in order to close the achievement gap for all UPs in mathematics.	\$499,534.98	Yes
7.7	Professional Development focused on needs of EL, SED, and FY	Provide professional development activities at elementary sites throughout the year to support interventions focused on UPs in order to narrow the achievement gaps, to include differentiated instruction, early reading phonics, literacy, and math.	\$189,946.08	Yes
7.8	PYLUSD Induction Program	Ensure that all newly hired teachers are prepared through mentorship and culturally responsive professional development on the use of PYLUSD tools, coaching, and strategies in order to address the needs of all UPs.	\$427,514.56	Yes
7.9	Mental Health Support and Resources for Students and Families at Secondary Sites	Maintain Wellness Specialists at Title I middle schools sites and all high school sites in order to provide for mental health support and resources for students, and specifically providing additional support to EL, SED, and FY students.	\$2,992,791.83	Yes
7.10	Mental Health Support and Resources for Students and Families at Elementary Sites	Provide social/emotional support through external providers for elementary schools to support EL, SED, and FY students.	\$204,000.00	Yes
7.11	Site Discretionary Funding for UPs	Distribute and target resources equitably to schools where needs are greatest in order to close achievement gaps of all UPs.	\$636,238.08	Yes

Action #	Title	Description	Total Funds	Contributing
7.12	Additional Support Staff at High Impact Sites	Maintain additional support staff at high impact sites to support students and families of SED, EL, and FY students.	\$285,675.48	Yes
7.13	Additional Health Support at High Impact Sites	Maintain nurses and health clerks at high impact sites to support students and families of SED, EL, and FY students.	\$720,639.35	Yes
7.14	Instructional Aides for Physical Education	Maintain physical education instructional aides at high impact sites to support the physical education, health, and wellness of students.	\$240,616.71	Yes
7.15	Library Support at High Schools	Maintain Library Media Assistants at high schools to support academic achievement of students through critical thinking, communication, collaboration, and creativity.	\$157,122.12	Yes
7.16	District Teachers on Special Assignment (TOSA)	Maintain district TOSAs to provide relevant professional development for teachers at all sites to support achievement of UPs and other underperforming student groups.	\$1,248,917.50	Yes
7.17	District Leadership	Maintain district leadership to meet the needs of UPs and students who are at-risk.	\$2,469,624.25	Yes
7.18	Administrative Support	Maintain administrative support at the district office to support MTSS and AVID programs.	\$114,954.00	Yes
7.19	College and Career Technicians	Maintain College and Career Technicians at each high school to support student access to information, guidance, and resources regarding post-secondary options.	\$478,133.73	Yes

Action #	Title	Description	Total Funds	Contributing
7.20	Multi-Tiered Systems of Support	The district will provide a comprehensive Multi-Tiered System of Support (MTSS) to deliver tiered academic interventions and enrichment opportunities designed to improve student achievement, funded in part through LREBG funds (\$19,032). While recent data shows an increase in the percentage of unduplicated students earning passing grades in core subjects from the 2023–2024 to the 2024–2025 school year, persistent academic gaps remain—particularly in secondary mathematics. Research from the Institute of Education Sciences (IES) supports the effectiveness of fully implemented MTSS frameworks, finding that they significantly reduce disruptive behaviors and improve academic outcomes among at-risk students (IES, 2019). M7.9 will be used to monitor the effectiveness of this action.	\$19,032.00	No
7.21	Data Dashboard and Analysis System	Provide a robust data dashboard and analysis system to identify, monitor, and provide interventions to at-risk students in order to support their academic success. Train teachers and site leaders in the use of the system.	\$0.00	No
7.22	Collaborative Task Forces	Convene collaborative task forces to address the curricular, instructional, and other emergent student needs in order to support the academic success of students (e.g., report card and grading practices task force, multicultural studies task force) as provided in part through LREBG funds (\$80,544). The 2024 CA Dashboard data indicates that unduplicated pupil groups—such as English Learners, Long-Term English Learners, Socioeconomically Disadvantaged Students, and Foster Youth—perform lower than the overall student population across several key indicators. Establishing collaborative task forces to address curricular, instructional, and emergent student needs is supported by evidence from the What Works Clearinghouse (WWC). The WWC's practice guide on using student achievement data to support instructional decision-making emphasizes the importance of collaborative data analysis among educators. M7.1-M7.6 will be used to monitor the effectiveness of this action.	\$120,816.00	No

Action #	Title	Description	Total Funds	Contributing
7.23	Attendance Tracking and Early Intervention	Implement a robust attendance tracking system (regular check-ins, monitoring attendance trends, etc.) to identify patterns and provide early intervention.	\$0.00	No
7.24	School and District Attendance Review Teams	Provide district support to oversee systematic School Attendance Review Team Meetings and District Attendance Review Team Meetings to provide attendance support to families.	\$183,000.00	Yes
7.25	Professional Development for Core Content Curriculum and Instruction	Enhance instruction for TK-12 English Language Arts, Mathematics, Science, and Social Studies through the integration of professional development regarding instructional strategies to promote increased student achievement among English learners, low income students, and foster youth.	\$175,483.20	No
7.26	Student Study Team and 504 Plan Coordination	Provide site level Student Study Team and 504 Plan coordination to support students who are at risk as provided through LREBG funds (\$174,473.40). There were 183 SST meetings documented for the 23-24 school year and 212 SST meetings documented for the 24-25 school year through the end of May. According to CAHELP, SSTs are essential for creating collaborative intervention plans, while the California Teachers Association underscores the importance of 504 Plans in ensuring equal educational access for students with disabilities (CAHELP, CTA). M7.9 will be used to monitor the effectiveness of this action.	\$174,473.40	No
7.27	GEAR UP Program	Maintain social-emotional and academic intervention (GEAR UP) classes at the secondary level for at-risk students as provided in part through LREBG funds (\$225,570). In ELA, English Learners scored 41 points below standard (Orange), SED students 5.4 points below (Orange), and Foster Youth 71.1 points below (Red). Similarly, in Math, English Learners were 68.7 points below standard (Orange), SED students 44.3 points below (Yellow), and Foster Youth 108.8 points below (Orange). Research shows that targeted academic interventions and social-emotional supports, such as those provided by GEAR UP programs, significantly improve	\$486,718.11	Yes

Action #	Title	Description	Total Funds	Contributing
		college readiness, academic performance, and long-term outcomes for underserved students (U.S. Department of Education, 2021;What Works Clearinghouse). M7.1-M7.4 will be used to monitor the effectiveness of this action.		
7.28	High School Credit Recovery Programs	Continue to provide a high school credit recovery summer school and night school program at El Camino Real High School as provided through LREBG funds (\$219,233.14). In 2023-2024, only 59.3% of all students met A-G requirements, with significantly lower rates for Socioeconomically Disadvantaged (SED) students at 45.5% and English Learners (ELs) at just 15.8%, a notable decline from 24.3% in the prior year. According to the American Institutes for Research (AIR), credit recovery programs can help students who have fallen behind to stay on track for graduation, especially when paired with strong instruction and academic support (AIR, 2016). M7.5 & M7.9 will be used to monitor the effectiveness of this action.	\$219,233.14	No
7.29	Suicide Prevention	The district will provide a suicide prevention program at middle and high schools to support student wellness and social-emotional health, funded in part through LREBG funds (\$16,974). This action aligns with California Education Code Section 215, which requires local educational agencies serving students in grades 7–12 to adopt and implement evidence-based suicide prevention policies and procedures. According to the Centers for Disease Control and Prevention (CDC), suicide is the second leading cause of death among individuals aged 10–24 in the United States, and research shows that school-based prevention programs significantly reduce suicide attempts and ideation among adolescents (CDC, 2023). M7.1-M7.9 will be used to monitor the effectiveness of this action.	\$16,974.40	No
7.30	Learning Recovery Programs	Continue to provide learning recovery programs and materials designed to accelerate pupil academic proficiency or English language proficiency, or both as provided through LREBG funds (\$808,683). While 64.75% of students districtwide met or exceeded standards in English Language Arts, only 11.74% of English Learners, 48.87% of SED students, and 20% of Foster Youth did so—placing these groups in the Orange and Red performance levels. Similarly, in Mathematics, 53.48% of students met or	\$808,683.26	No

Action #	Title	Description	Total Funds	Contributing
		exceeded standards overall, compared to just 10.62% of English Learners, 33.57% of SED students, and 14.29% of Foster Youth. According to a study by the RAND Corporation (2021), personalized and adaptive learning platforms—such as i-Ready, iXL, and Nearpod—have demonstrated positive effects on student engagement and academic achievement, particularly when used as part of a comprehensive instructional support strategy. M7.1 & M7.2 will be used to monitor the effectiveness of this action.		
7.31	Counselors at High Impact High Schools	Continue to provide an ELD Counselor at Valencia High School and Counselor at El Camino High School to ensure the needs of all UPs are monitored and supported.	\$276,096.57	Yes
7.32	Secondary Intervention Classrooms	Continue to maintain school-based intervention programs at the secondary schools to assist in closing achievement gaps and suspension rates of all UPs by providing academic, behavioral, and social emotional support in the intervention classrooms.	\$408,010.00	Yes
7.33	Career Technical Education (CTE)	Maintain robust and relevant Career Technical Education (CTE) pathways and course offerings at the secondary level, establish pre-apprenticeship partnerships, and increase marketing efforts towards UPs beginning at the elementary level and in multiple languages.	\$3,103,504.11	No
7.34	Parent Engagement	Increase parent engagement efforts by maintaining a Title I Parent Advisory Committee and hosting workshops, training, and culturally relevant events at Title I school sites as well as the district office, including Love and Logic, Disciplina Positiva, and the Parent Institute for Quality Education. Additionally, make intentional efforts to promote participation in workshops and advisory committees for parents of students with disabilities.	\$129,000.00	No

Action #	Title	Description	Total Funds	Contributing
7.35	Dual Language Academy	Expand and support a Dual Language Academy (DLA) to promote bilingualism, biliteracy, grade level academic achievement, and cross cultural competence in students by converting to a 90/10 model beginning in TK and K, providing Spanish intervention both after school and in the summer, and providing a high school DLA program at Esperanza High School.	\$7,000.00	Yes
7.36	Dual Enrollment	Continue partnership with the North Orange County Community College District / Fullerton College to offer dual enrollment courses to students through the existing CollegeLink and possible future Early College programs.	\$100,000.00	No
7.37	SPSA Development	Develop a Single Plan for Student Achievement (SPSA) for each school to communicate the cycle of continuous improvement for student achievement.	\$77,365.27	No
7.38	Interpretation Services	Offer interpretation assistance for materials and support families attending conferences, meetings, trainings, or committee sessions.	\$4,000.00	Yes
7.39	Site-level Awareness	Enhance teacher awareness of Unduplicated Services by utilizing Aeries rostering for improved identification and support.	\$0.00	No

Goals and Actions

Goal

Goal #	Description	Type of Goal
8	PYLUSD will provide focused actions to address academic achievement, engagement, and school climate for specific student groups and sites.	Broad Goal

State Priorities addressed by this goal.

- Priority 1: Basic (Conditions of Learning)
- Priority 4: Pupil Achievement (Pupil Outcomes)
- Priority 5: Pupil Engagement (Engagement)
- Priority 6: School Climate (Engagement)

An explanation of why the LEA has developed this goal.

The LEA has developed this goal to address the needs of student groups and school sites with the lowest performance levels, as identified by the California Schools Dashboard, in alignment with Section 52064(e)(6) of the Education Code. This Broad Goal and its associated actions are intended to support districtwide, schoolwide, and specific student groups that have not been adequately addressed in prior planning cycles.

Districtwide, chronic absenteeism remains a significant challenge, particularly among Homeless students, English Learners (ELs), Socioeconomically Disadvantaged (SED) students, and Students with Disabilities (SWD). Other critical performance gaps include academic proficiency in English Language Arts (ELA) and Math, with noticeable disparities among student groups such as Long-Term English Learners, Hispanic, and Foster Youth.

Specific schools and student groups with the lowest performance levels in various indicators include:

Academic Performance in English Language Arts (ELA):

- Long-Term English Learners across multiple sites
- Students with Disabilities across multiple sites
- English Learners across multiple sites
- Homeless students at Bernardo Yorba (now the Orange County School of Computer Science)
- Hispanic students at El Camino
- Socioeconomically Disadvantaged students at BVVA and El Camino

Academic Performance in Math:

- Foster Youth and Long-Term English Learners at BVVA and El Camino
- Students with Disabilities at Melrose, Esperanza, Valencia, Tuffree, Rio Vista
- Socioeconomically Disadvantaged students at BVVA and El Camino

Hispanic students at BVVA
 English Learners at Valencia
 Homeless students at Bernardo Yorba (Orange County School of Computer Science)

English Learner Progress:
 Schoolwide performance gaps at Tynes, Ruby Drive, Sierra Vista, Topaz, El Camino, El Dorado, and Woodsboro

Chronic Absenteeism:
 Socioeconomically Disadvantaged students at Mabel Paine
 Students with Disabilities at Yorba Linda Middle
 English Learners at Bernardo Yorba (Orange County School of Computer Science)
 Homeless students at Tuffree, Bernardo Yorba (Orange County School of Computer Science), and Woodsboro

Suspension Rates:
 English Learners at Topaz
 Homeless students at Topaz
 Socioeconomically Disadvantaged students at Topaz
 Hispanic students at Topaz

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
8.1	English Language Arts CA Dashboard Red Indicator and Smarter Balanced Assessment Scores (percentage meeting or exceeding) and Distance from Standard (DFS)	Districtwide 2022-2023: FY (20%) = Red DFS = 71.1 below Schoolwide 2023: El Camino (15.8%) = Red DFS = 179.8 below SWD (Red): Bernardo = 19.2% DFS= 102.4 below Esperanza = 18.8% DFS = 80.4 below Melrose = 6.9%	Districtwide 2023-2024: FY (28%) = Yellow DFS = 65.8 below Schoolwide 2024: El Camino (10%) = Red DFS = 212.9 below SWD: Bernardo (7.8%) = Red		Districtwide 2025-2026: FY (30%) = Yellow DFS = 56.8 below Schoolwide 2026: El Camino (26%) = Yellow DFS = 45 below SWD (Yellow): Bernardo = 29% DFS = 70 below Esperanza = 29% DFS = 45 below Melrose = 17%	Districtwide FY (+8%) Color: moved up 2 colors DFS = +5.3 points Schoolwide El Camino= -5.8% No change in color DFS = -33.1 points SWD: Bernardo (-11.4%) No change in color DFS = -7.1 points

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		DFS=104.2 below Tynes = 18.2% DFS =85.3 below Rio Vista = 9.6% DFS=130.1 below Ruby Drive = 6.8% DFS =106.4 below Van Buren = 22.5% DFS = -82 below ELs (Red): Tuffree = 3.4% DFS= 72 below Valadez = 6.6% DFS = 72.1 below Hispanic Students (Red): El Camino = 14.8% DFS = 165.9 below SED Students (Red): El Camino = 13.7% DFS = 182.1 below	DFS = 109.5 below Esperanza (24.2%) = Red DFS = 95.3 below Melrose (0%) = Red DFS=115.9 below Tynes (25%) = Yellow DFS = 60.4 below Rio Vista (7.9%) = Orange DFS= 123.5 below Ruby Drive (16.1%) = Orange DFS=85.4 below Van Buren (19.24%) =Orange DFS=68.4 below EL: Tuffree (10%)= Yellow DFS = 47.3 below Valadez (3.9%) = Red DFS = 82.4 below Hispanic Students: El Camino (3.2%) = Red DFS = 226.8 below		DFS = 70 below Tynes = 28% DFS = 60.4 below Rio Vista = 20% DFS = 70 below Ruby Drive = 17% DFS = 70 below Van Buren = 32% DFS = -68.4 Below ELs (Yellow): Tuffree = 13% DFS = 41.3 below Valadez = 17% DFS =70 below Hispanic Students (Yellow): El Camino = 25% DFS = 45 below SED Students (Yellow): El Camino = 24% DFS = 45 below	Esperanza (+5.4%) No change in color DFS= -14.9 points Melrose (-6.9%) No change in color DFS = - 11.7 points Tynes (+6.8%) Color= moved up two color DFS= +24.9 points Rio Vista (-1.7%) Color: moved up 1 color DFS = +6.6 points Ruby Drive (+9.3%) Color: moved up 1 color DFS = +21 points Van Buren (-3.26%) Color: moved up 2 colors DFS = +13.6 points EL: Tuffree (+6.6%) Color:moved up 2 colors DFS = +24.3 points

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
			SED El Camino (10.8%) = Red DFS = 214.8 below			Valadez (2.7%) No change in color DFS = -10.2 points Hispanic Students: El Camino: (- 11.6%) = Red No change in color DSF = -60.9 points SED: El Camino (-2.9%) = Red No change in color DFS = -32.7 points
8.2	Mathematics CA Dashboard Red Indicator and Smarter Balanced Assessment Scores (percentage meeting or exceeding) and Distance from Standard (DFS)	2022-2023 Schoolwide (Red): Buena Vista = 24.2% DFS= 96 below El Camino = 1.6% DFS = 230.8 below Valadez = 11% DFS=108.9 below SWD (Red): Tuffree = 23.7% DFS =103.1 below El Dorado = 10.3% DFS = 182.3 below Esperanza = 6.26% DFS = 147.5 below Valencia = 0% DFS =175.1 below	2023-2024 Schoolwide: Buena Vista (35.4%) = Red DFS = 124 below El Camino (2%) = Red DFS= 233.9 below Valadez (13.2%)=Orange DFS = 99.8 below SWD: Tuffree (18.3%) = Red DFS=118.7 below El Dorado (7.7%) = Orange		2025-2026 Schoolwide (Yellow): Buena Vista = 39.2% DFS = 95 below El Camino = 11% DFS = 115 below Valadez = 21% DFS = 93.8 below SWD (Yellow): Tuffree = 34% DFS = 95 below El Dorado = 20% DFS =115 below Esperanza = 21% DFS=115 below Valencia = 10%	Schoolwide: Buena Vista (-11.2%) No change in color DFS = -28 points El Camino (+0.4%) No change in color DFS = -3 points Valadez (+2.2%) Moved up 1 color DFS = +9.2 points SWD: Tuffree (- 5.4%) No change in color DFS= -15.7 points

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		<p>SED (Red): Buena Vista = 24.5% DFS =106.1 below El Camino = 0% DFS =227.6 below Valadez = 10.8% DFS = 111.1 below</p> <p>Hispanic (Red): Buena Vista = 15.6% DFS = 115.5 below El Camino = 0% DFS =233.6 below Valadez = 9.9% DFS =113.6 below</p> <p>ELs (Red): Tuffree = 8.3% DFS =72 below Valadez = 0.5% DFS = 146.8 below</p> <p>Homeless (Red): Valadez = not reported DFS= 115.8 below</p>	<p>DFS = 175.3 below Esperanza (17%) = Red DFS =168.8 below Valencia (7.5%) = Red DFS =177.7 below</p> <p>SED Students: Buena Vista (25%) = Red DSF = 157.1 below El Camino (2.13%) = Red DFS = 232.3 below Valadez (12.9%) =Orange DFS = 101.3 below</p> <p>Hispanic Students Buena Vista (23.8%) = Red DFS = 129.3 below El Camino (2.5%) = No color DFS = 249.6 below Valadez (12.1%) = Orange DFS = 102.9 below</p>		<p>DFS=115 below</p> <p>SED (Yellow) : Buena Vista = 35% DFS = 95 below El Camino = 10% DFS = 115 below Valadez = 21% DFS = 95 below</p> <p>Hispanic (Yellow): Buena Vista = 26% DFS = 95 below El Camino = 10% DFS = 115 below Valadez = 20% DFS =95 below</p> <p>ELs (Yellow): Tuffree = 18% DFS=81.8 below Valadez = 11% DFS=95 below</p> <p>Homeless (Yellow): Valadez = N/A DFS=95 below</p>	<p>El Dorado (-2.6%) Color: moved up one color DFS = +7 points</p> <p>Esperanza (+10.74%) No changes in color DFS = -21.3 points</p> <p>Valencia (+7.5%) No change in color DFS = maintained -2.5 points</p> <p>SED Students: Buena Vista (+0.5%) No change in color DFS = -51 points El Camino (+2.13%) No change in color DFS = -4.6 points Valadez (+2.1%) Color: moved up 1 color DFS= +9.8 points</p> <p>Hispanic Students: Buena Vista (+8.2%) No change in color DFS = -13.8 points El Camino (+2.5%)</p>

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
			<p>EL: Tuffree (9.8%) =Yellow DFS = 87.8 below Valadez (1.2%) = Orange DFS = 137 below</p> <p>Homeless Students: Valadez (11.3%) = Orange DFS = 106.5 below</p>			<p>Color = N/A DFS= -16 points Valadez (+11.6 %) Color: moved up 1 color DFS = +10.7 points</p> <p>EL: Tuffree (+1.5%) Color: moved up 2 colors DFS = +25.6 points Valadez (+0.7%) Color: moved up 1 color DFS = +9.9 points</p> <p>Homeless Students: Valadez (11.3%) Color: moved up 1 color DFS = +9.2 points</p>
8.3	Suspension Rate and CA Dashboard Indicator	2022-2023 Students with Disabilities at Brookhaven (6.1%), Linda Vista (7.1%), Travis Ranch (5.1%) = Red	2023-2024 SWD: Brookhaven = 1.1% Linda Vista = 5% Travis Ranch = 0%		2025-2026 SWD: Brookhaven = <1% Linda Vista = <2% Travis Ranch = <0.5%	SWD: Brookhaven = -5% Linda Vista = -2.1% Travis Ranch = -5.1%

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		Asian Students at Travis Ranch (3.2%) = Red White Students at El Camino (12.2%) = Red	Asian Students: Travis Ranch = 0% White Students: El Camino = 0%		Asian Students: Travis Ranch = <0.5% White Students: El Camino = <0.5%	Asian Students: Travis Ranch = - 3.2% White Students: El Camino = - 12.2%
8.4	College/Career CA Dashboard Indicator and Percentage Indicated as Prepared	2022-2023 English Learners at El Camino (2%), Valencia (7.8%) = Red Hispanic Students at El Camino (3.5%) = Red Homeless Students at El Camino (6.5%) = Red Socioeconomically Disadvantaged Students at El Camino (2.8%) = Red	2023-2024 ELs: El Camino = 2.6% Valencia = 15.2% Hispanic Students: El Camino = 11.1% Homeless Students: El Camino = 10.7% SED Students: El Camino = 9.4%		2025-2026 English Learners at El Camino (12%), Valencia (18%) = Yellow Hispanic Students at El Camino (14%) = Yellow Homeless Students at El Camino (17%) = Yellow Socioeconomically Disadvantaged Students at El Camino (13%) = Yellow	ELs: El Camino = +0.6% Valencia = +7.4% Hispanic Students: El Camino = +7.6% Homeless Students: El Camino = +4.2% SED Students: El Camino = +6.6%
8.5	English Learner Progress CA Dashboard Indicator and Percentage Making Progress Towards Proficiency	2022-2023 Schoolwide at Glenview (42.9%), Rio Vista (43.7%) = Red	2023-2024 Schoolwide: Glenview = 53.2% Rio Vista = 46.2%		2025-2026 Schoolwide: Glenview = 58% Rio Vista = 54%	Schoolwide: Glenview = +10.3% Rio Vista = +2.5%

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
8.6	Chronic Absenteeism Rate and CA Dashboard Indicator	<p>2022-2023 Districtwide African American = 27.3% English Learners = 25.9% Hispanic = 25.4% Homeless = 31.6% SED = 26.6%</p> <p>Schoolwide at Brookhaven (12.5%), Buena Vista (45.2%), Lakeview (11.4%), Linda Vista (13.7%), Rio Vista (38.5%), Sierra Vista (16.6%), Topaz (29%), Tynes (25.6%), Tuffree (14%), Valadez (29.7%) = Red</p> <p>Socioeconomically Disadvantaged Students at Brookhaven (25.7%), Buena Vista (55.1%), Tuffree (23.9%), Glenknoll (23.4%), Tynes (31.8%), Lakeview (22.5%), Rio Vista (38.7%), Rose Drive (24.8%), Sierra Vista (28.5%), Topaz (29.4%), Valadez (30.2%) = Red</p> <p>Students with Disabilities at</p>	<p>2023-2024 Districtwide: African American =11% English Learners =19.4% Hispanic = 17.8% Homeless = 22.6% SED =18.6 %</p> <p>Schoolwide: Brookhaven = 5.1% Buena Vista= 26.2% Lakeview = 6.4% Linda Vista =10.8% Rio Vista = 30.1% Sierra Vista= 7.6% Topaz = 22% Tynes =19% Tuffree = 12.2% Valadez = 25.7%</p> <p>SED Students: Brookhaven = 9% Buena Vista =28.9% Tuffree = 17.8% Glenknoll =6.6% Tynes = 24.9% Lakeview = 14.6% Rio Vista = 30.3% Rose Drive = 11% Sierra Vista =15.1%</p>		<p>2025-2026 Districtwide African American = 20.5% English Learners = 12.95% Hispanic = 15% Homeless = 15.8% SED = 16.6%</p> <p>Schoolwide: Brookhaven = <5% Buena Vista = 22.6% Lakeview = 5.7% Linda Vista = 10.3% Rio Vista = 29% Sierra Vista = 8.3% Topaz = 21.8% Tynes = 12.8% Tuffree = 10.5% Valadez = 22.3%</p> <p>SED Students: Brookhaven=5.7% Buena Vista=27.55% Tuffree = 11.95% Glenknoll = <5% Tynes = 23.8% Lakeview = 11.25% Rio Vista = 29% Rose Drive = <10%</p>	<p>Districtwide: African American = -16.3% English Learners = -6.5% Hispanic = -7.6% Homeless = -9% SED = -8 %</p> <p>Schoolwide: Brookhaven = - 7.4% Buena Vista= - 19% Lakeview = -5% Linda Vista = - 2.9% Rio Vista = -8.4% Sierra Vista= -9% Topaz = -7% Tynes = -6.6% Tuffree = -1.8% Valadez = -4%</p> <p>SED Students: Brookhaven = - 16.7% Buena Vista = - 26.2% Tuffree = -6.1% Glenknoll = -16.8% Tynes = -6.9% Lakeview = -7.9% Rio Vista = -8.4% Rose Drive = - 13.8%</p>

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		<p>Tuffree (24.2%), Fairmont (28.3%), Golden (23.3%), Lakeview (23.3%), Linda Vista (28.6%), Rio Vista (41.8%), Sierra Vista (28.6%), Topaz (35.8%), Valadez (33.3%) = Red</p> <p>White Students at Brookhaven (17.9%), Golden (14.1%), Linda Vista (11.4%), Rio Vista (36.4%) = Red</p> <p>Hispanic Students Red at Buena Vista (50.7%), Tuffree (18.4%), Fairmont (20.3%), Tynes (32.8%), Linda Vista (22.3%), Mabel Paine (28.9%), Rio Vista (38%), Rose Drive (27%), Ruby Drive (29.2%), Sierra Vista (26.9%), Topaz (29.6%), Valadez (29.3%) = Red</p> <p>English Learners at Wagner (25.6%), Tuffree (32.5%), Tynes (28.8%), Rio Vista (34.1%), Ruby Drive (30.6%), Sierra Vista (22.4%), Topaz</p>	<p>Topaz = 22.4% Valadez = 25.7%</p> <p>SWD: Tuffree = 22.1% Fairmont = 13.9% Golden = 14.9% Lakeview = 12.5% Linda Vista = 17.5% Rio Vista = 31.3% Sierra Vista = 12.5% Topaz = 32.3% Valadez = 26%</p> <p>White Students: Brookhaven = 6.7% Golden = 5.2% Linda Vista = 11.4% Rio Vista = 34.9%</p> <p>Hispanic Students: Buena Vista = 23.7% Tuffree = 15.3% Fairmont = 9.9% Tynes = 24.6% Linda Vista = 6.8% Mabel Paine = 24% Rio Vista = 29.8% Rose Drive = 11.5%</p>		<p>Sierra Vista = 14.25% Topaz = 22% Valadez = 22.7%</p> <p>SWD: Tuffree = 18% Fairmont = <10% Golden = 11.65% Lakeview = 11.65% Linda Vista = 14.3% Rio Vista = 20.9% Sierra Vista = <10% Topaz = 26.8% Valadez = 25%</p> <p>White Students: Brookhaven = <5% Golden = 4.1% Linda Vista = 8.5% Rio Vista = 27.4%</p> <p>Hispanic Students: Buena Vista = <20% Tuffree = 13.8% Fairmont = 6.8% Tynes = 16.4% Linda Vista = <5% Mabel Paine = 21.7% Rio Vista = 28.5% Rose Drive = 9%</p>	<p>Sierra Vista = -13.4% Topaz = -7% Valadez = -4.5%</p> <p>SWD: Tuffree = -2.1% Fairmont = -14.4% Golden = -8.4% Lakeview = -10.8% Linda Vista = -11.1% Rio Vista = -10.5% Sierra Vista = -16.1% Topaz = -3.5% Valadez = -7.3%</p> <p>White Students: Brookhaven = -11.2% Golden = -8.9% Linda Vista = 0% Rio Vista = -1.5%</p> <p>Hispanic Students: Buena Vista = -27% Tuffree = -3.1% Fairmont = -10.4% Tynes = -8.2% Linda Vista = -15.5% Mabel Paine = -4.9% Rio Vista = -8.2%</p>

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		(26.3%), Valadez (30.3%), Van Buren (34.1%) = Red Homeless Students at Tuffree (24.8%), Tynes (35.1%), Kraemer (34.9%), Rio Vista (41.4%), Ruby Drive (34.8%), Topaz (24.4%), Valadez (29.2%) = Red	Ruby Drive = 18.1% Sierra Vista = 14.6% Topaz = 20.5% Valadez = 24.3% ELs: Wagner = 25% Tuffree = 24.1% Tynes = 23.1% Rio Vista = 34.1% Ruby Drive = 22.5% Sierra Vista = 15.9% Topaz = 12% Valadez = 24.2% Van Buren = 17.6% Homeless Students: Tuffree =24.5% Tynes = 27.2% Kraemer = 22.8% Rio Vista = 32.7% Ruby Drive = 22.9% Topaz = 16.5% Valadez =22.9%		Ruby Drive = 14.6% Sierra Vista = 13.4% Topaz = 14.8% Valadez = 22% ELs: Wagner = 19.2% Tuffree = 16.25% Tynes = 21.6% Rio Vista = 25.6% Ruby Drive = 15.3% Sierra Vista= 11.2% Topaz = <10% Valadez = 22.7% Van Buren = 17% Homeless Students: Tuffree = 18.6% Tynes = 26.3% Kraemer = 17.5% Rio Vista = 31% Ruby Drive= 17.4% Topaz = 12.2% Valadez = 21.9%	Rose Drive = - 15.5% Ruby Drive = - 11.1% Sierra Vista = - 12.3% Topaz = -9.1% Valadez = -5% ELs: Wagner = -0.6% Tuffree = -8.4% Tynes = -5.7% Rio Vista = 0% Ruby Drive = - 8.1% Sierra Vista = - 6.5% Topaz = -14.3% Valadez = -6.1% Van Buren = - 16.5% Homeless Students: Tuffree = -0.3% Tynes = -7.9% Kraemer = -12.1% Rio Vista = -8.7% Ruby Drive = - 11.9% Topaz = -7.9% Valadez = -6.3%

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
8.7	Attendance Rate	<p>2022-2023 District wide Grade Span Attendance Rate:</p> <p>Elementary School = 93.8% Middle School = 94.1% High School = 90.1%</p> <p>22-23 School wide Attendance Rates:</p> <p>Brookhaven = 95% Buena Vista = 88% Lakeview = 95% Linda Vista = 94% Rio Vista = 91% Sierra Vista = 94% Topaz = 92% Tynes = 92% Tuffree = 95% Valadez = 92%</p>	<p>2023-2024 District wide Grade Span Attendance Rate:</p> <p>Elementary School = 95.3% Middle School = 94.8% High School = 90.5%</p> <p>23-24 School wide Attendance Rates:</p> <p>Brookhaven = 96% Buena Vista = 90% Lakeview = 95% Linda Vista = 96% Rio Vista = 92% Sierra Vista = 96% Topaz = 93% Tynes = 93% Tuffree = 95% Valadez = 93%</p>		<p>2025-2026 District wide Grade Span Attendance Rate:</p> <p>Elementary School = 96.8% Middle School = 97.1% High School = 93.1%</p> <p>25-26 School wide Attendance Rates:</p> <p>Brookhaven = 98% Buena Vista = 91% Lakeview = 98% Linda Vista = 97% Rio Vista = 94% Sierra Vista = 97% Topaz = 95% Tynes = 95% Tuffree = 98% Valadez = 95%</p>	<p>District wide Grade Span Attendance Rate:</p> <p>Elementary School = +1.5% Middle School = +0.7% High School = +0.4%</p> <p>School wide Attendance Rates:</p> <p>Brookhaven = +1% Buena Vista = +2% Lakeview = +0% Linda Vista = +2% Rio Vista = +1% Sierra Vista = +2% Topaz = +1% Tynes = +1% Tuffree = +0% Valadez = +2%</p>
8.8	Suspension Rate for Asian Students	2022-2023 Suspension Rate for Asian Students at Travis Ranch School = 3.2%	2023-2024 Suspension Rate for Asian Students: Travis Ranch School = 0%		2025-2026 Suspension Rate of Asian Students at Travis Ranch School = <0.5%	Suspension Rate for Asian Students: Travis Ranch School = -3.2%
8.9	Suspension Rate for Students with Disabilities	2022-2023 Suspension Rate for Students with Disabilities at Travis Ranch School = 5.1%	2023-2024 Suspension Rate for Students with Disabilities: Travis		2025-2026 Suspension Rate for Students with Disabilities at	Suspension Rate for Students with Disabilities: Travis

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
			Ranch School = 0%		Travis Ranch School = <0.5%	Ranch School = - 5.1%
8.10	District Least Restrictive Environment (LRE) Rate	2022-2023 Districtwide Rate = 53.96%	2023-2024 Districtwide Rate = 54.15%		2025-2026 Districtwide Rate = 73%	Increase of 0.19%
8.11	Graduation Rate for Students with Disabilities	2022-2023 74.9%	2023-2024 81.8%		2025-2026 84.9%	Increase of 6.9%
8.12	A-G Completion Rate	2022-2023 All Students = 59.5% Socioeconomically Disadvantaged = 42.9% English Learners = 24.3% Foster Youth = 44.4%	2023-2024 All Students = 59.3% SED = 45.5% EL = 15.8% FY = N/A		2025-26 All Students = 69.5% SED = 52.9% English Learners = 34.3% Foster Youth = 54.4%	All Students = - 0.2% SED = +2.6% EL = -8.5% FY = N/A
8.13	Career Technical Education (CTE) Pathway Completion	2022-2023 All Students =20.2% Socioeconomically Disadvantaged= 17.8% English Learners = 7.1% Foster Youth = N/A	2023-2024 All Students =23.4% SED = 19.7% EL = 7.3% FY = N/A		2025-2026 All Students = 30.2% Socioeconomically Disadvantaged= 27.8% English Learners = 17.1% Foster Youth = N/A	All Students =+3.2% SED = +1.9% EL = +0.2% FY = N/A

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
8.14	Early Assessment Program (EAP)	2022-2023 ELA All Students = 74.4% Socioeconomically Disadvantaged= 64.7% English Learners = 10.7% Foster Youth = N/A MATH All Students = 48.4% Socioeconomically Disadvantaged= 31.2% English Learners = 6.5% Foster Youth = N/A	2023-2024 ELA All Students = 68.9% SED= 58.1% EL = 9.7% FY = N/A MATH All Students =48.6% SED = 32.2% EL =5.5% FY = N/A		2025-2026 ELA All Students = 77.4% Socioeconomically Disadvantaged= 70.4% English Learners = 16.7% Foster Youth = N/A MATH All Students = 51.4% Socioeconomically Disadvantaged= 37.2% English Learners = 12.5% Foster Youth = N/A	ELA All Students = -4.5% SED= -6.6% EL = -1.0% FY = N/A MATH All Students =+0.2% SED = +1.0% EL = -1.0% FY = N/A
3.15	High School Dropout Rate	2022-2023 All Students = 2.3% Socioeconomically Disadvantaged= 3.4%	2023-2024 All Students =1.7% SED = 2.9% EL = 11% FY = N/A		2025-2026 All Students = <1.3%	All Students = -0.6% SED = -0.5% EL = + 0.1% FY = N/A

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		English Learners = 10.9% Foster Youth = N/A			Socioeconomically Disadvantaged= <1.4% English Learners = <8.9% Foster Youth = N/A	
8.16	Middle School Dropout Rate	2022-23 All Students = 0.08% Socioeconomically Disadvantaged = 0.17% English Learners = 0.22% Foster Youth = N/A	2023-2024 All Students = 0% SED = 0% EL = 0% FY = N/A		2025-2026 All Students <0.03% Socioeconomically Disadvantaged = < 0.07% English Learners= < 0.12% Foster Youth = N/A	All Students = - 0.08% SED = 0% EL = 0% FY = N/A
8.17	Expulsion Rate and Count	2022-2023 = 11 students expelled, 0%	2023-2024 Districtwide = 0%		2025-2026 = <5 students expelled, 0%	Districtwide = 0%
8.18	District Climate Survey Results	2023-2024 74% of students completely or somewhat agree to the prompt, "I feel like I belong at this school".	2024-2025 77% of students completely or somewhat agree to the prompt, "I feel like I belong at this school".		2026-2027 84% of students will completely or somewhat agree to the prompt, "I feel like I belong at this school".	+3% of students completely or somewhat agree to the prompt, "I feel like I belong at this school".

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		75% of students completely or somewhat agree to the prompt, "I feel safe at my school".	78% of students completely or somewhat agree to the prompt, "I feel safe at my school".		85% of students will completely or somewhat agree to the prompt, "I feel safe at my school".	+3% of students completely or somewhat agree to the prompt, "I feel safe at my school".

Goal Analysis [2024-25]

An analysis of how this goal was carried out in the previous year.
A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

The district’s goal to close the academic achievement gap for the lowest-performing groups and sites has been implemented with a few notable differences in the planned actions and actual outcomes. Below is a summary of the implementation process and any substantive differences, challenges, and successes encountered:

8.1: Behavioral Intervention and Support at Elementary Sites
There were no substantive differences between planned actions and actual implementation. The district continued to implement behavioral support programs effectively across elementary sites, which helped improve student engagement and behavior.

8.2: Mental Health Support
This action is ongoing, and although the overall goals were met, there were some challenges in scaling the support across all sites. However, mental health services have been an essential support mechanism for addressing student needs.

8.3: Behavioral Support and Supervision
No substantive differences between planned actions and actual implementation were observed. Behavioral support and supervision remained consistent and effective across school sites.

8.4: Attendance and Student Services Support
There were no substantive differences between planned actions and actual implementation. Continued consultation and collaboration with school sites supported the effective handling of attendance concerns.

5: Attendance Monitoring and Analysis
This action was carried out as planned, with no significant differences in implementation. The district continued to monitor chronic absenteeism districtwide and collaborated with families to address concerns effectively.

6: Attendance Recovery Program

The Saturday School Program continued to expand as planned. There were no significant differences in implementation, and efforts to enhance the attendance recovery program for K-12 students were successful.

8.7: School Attendance Review Teams (SART) and District Attendance Review Teams (DART)

No substantive differences between planned actions and actual implementation were noted. The district successfully supported schools in monitoring attendance and identifying students needing additional support through SART meetings.

8.8: Districtwide Positive Behavior Interventions and Supports (PBIS)

The district remained committed to ensuring the implementation of a school-wide PBIS framework across all schools, with no substantive differences in planned actions and actual implementation.

8.9: Implement Attendance Strategies in IEPs

Attendance strategies for students with IEPs were effectively integrated into individual plans, with no substantive differences in the planned versus actual implementation. Collaboration with administration and student services was vital in monitoring student progress.

8.10: Community Engagement via Parent Education

The Family Resource Centers continued providing valuable resources to families facing barriers contributing to chronic absenteeism. Partnerships with the Boys and Girls Club of Garden Grove and the OC District Attorney's Office further strengthened the district's attendance initiatives.

8.11: Flexible Scheduling and Accommodations

Flexible scheduling and service delivery models were successfully implemented as planned. A key success was the detailed training on the development and implementation of Individual Transition Plans (ITP), which supported secondary school students in achieving their post-secondary outcomes.

8.12: Professional Development for Educators

There were no substantive differences between the planned actions and actual implementation. The professional development for educators remained aligned with district goals and successfully supported instructional practices.

8.13: High School Co-taught Algebra 1A and 1B Courses

This initiative was implemented as planned, with no substantive differences. The co-taught Algebra courses continued to support the achievement of students, particularly those in need of additional academic support.

8.14: ATSI Collaboration

There were substantive differences here, as no schools in the district were designated for Additional Targeted Support and Improvement (TSI) during the implementation period. This impacted the execution of certain actions that were planned specifically for ATSI-designated schools.

15: College and Career Readiness

No substantive differences in the planned actions and actual implementation were noted. The district's initiatives aimed at preparing students for college and career readiness continued as planned and were largely successful.

8.16: Engagement of Parents of Students with Disabilities

While planned actions to engage parents of students with disabilities were carried out, challenges in fully reaching some families remained. However, the district made significant strides in fostering increased communication and support for parents through specialized workshops and meetings.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

There were no material differences between the budgeted expenditures and estimated actual expenditures for any actions with the exception of:

8.11: Flexible Scheduling and Accommodations

The implementation of flexible scheduling and accommodations was achieved with minimal costs, as the district utilized existing staff to support this initiative.

8.12: Professional Development for Educators

The budget for professional development was utilized effectively, as planned, with no material differences between the budgeted and actual expenditures. Additionally, ProAct Training for both special education and general education staff was conducted, and three additional ProAct Trainers were trained as part of the professional development effort.

8.14: ATSI Collaboration

A material difference occurred as no schools in the district were designated as Additional Targeted Support and Improvement (ATSI) schools during the implementation period. This led to a reallocation of resources and a reduction in the expenditure for actions specifically related to ATSI collaboration, as there were no schools to support in this regard.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

8.1: Behavioral Intervention and Support at Elementary Sites

The action has been highly effective. All elementary schools now have an assigned full-time Registered Behavior Technician (RBT) who provides targeted behavioral interventions. This has supported positive student outcomes, contributing to the overall goal of closing the achievement gap, particularly for students with behavioral challenges.

8.2: Mental Health Support

The action is still in the early stages of implementation. Progress will be monitored closely in the coming periods to determine the effectiveness of the support provided, as the specific details of this action are still being developed.

8.3: Behavioral Support and Supervision

This action has proven effective in supporting students' behavioral and socio-emotional needs. The presence of two ABA supervisors providing consultation and collaboration has been a critical component in addressing these needs, ensuring ongoing support for students who require it.

8.4: Attendance and Student Services Support

The action has been effective in providing support through training and school-team meetings to review attendance data. The collaboration with schools to improve attendance has helped maintain focus on this critical issue. Continued efforts to monitor and support attendance goals are proving to be impactful.

8.5: Attendance Monitoring and Analysis

This action has been effective, with the creation of monthly attendance trackers for each school and the district-wide monitoring of attendance trends. This has allowed the district to identify patterns and respond to attendance concerns in a timely manner, contributing to improved attendance tracking.

8.6: Attendance Recovery Program

The Saturday School Program has been successful in providing Attendance Recovery for both elementary and secondary schools, particularly targeting foster youth and McKinney-Vento students. The program continues to expand and support attendance recovery efforts, contributing to a reduction in chronic absenteeism.

8.7: School Attendance Review Teams (SART) and District Attendance Review Teams (DART)

This action has been effective. The district has integrated a structured process to identify students needing a SART meeting, with continued district-level support for school teams in collaborating with families. This systematic approach to addressing attendance concerns has helped improve student attendance rates.

8.8: Districtwide Positive Behavior Interventions and Supports (PBIS)

The district has made good progress in supporting PBIS implementation across school sites. Communication and coordination with school-site teams have been effective. The next step is to ensure the completion of the Tiered Fidelity Index, which will allow for ongoing assessment and refinement of PBIS efforts.

8.9: Implement Attendance Strategies in IEPs

Progress on this action is still being evaluated. As attendance strategies are incorporated into IEPs, it is important to monitor their implementation to ensure they effectively support students with disabilities. Further details on specific strategies will be assessed as the plan unfolds.

10: Community Engagement via Parent Education

The initiative has been successful in engaging families and providing resources for addressing chronic absenteeism. The district's efforts to communicate and assist school sites in developing a multi-tiered system of support for attendance have contributed to greater family involvement in attendance-related matters.

8.11: Flexible Scheduling and Accommodations

Progress in this area has been partially successful. The implementation of flexible scheduling and accommodations has met some goals, and the first and second phases of Individual Transition Planning (ITP) training have been effective. Continued monitoring and adjustments will ensure that this model fully meets students' needs.

8.12: Professional Development for Educators

Professional development activities have been effective in equipping educators with the tools needed to support students. The implementation of ProAct training has been successful in enhancing both special education and general education staff capabilities, contributing to the goal of improving overall student support.

8.13: High School Co-taught Algebra 1A and 1B Courses

This action has been effective, with successful implementation of co-taught Algebra 1A and 1B courses. The goal to provide equitable access to high-quality math instruction for all students, particularly those in underperforming groups, has been met.

8.14: ATSI Collaboration

This action was not needed this year with zero schools identified for targeted improvement.

8.15: College and Career Readiness

The action has been effective in providing high school counselors with the necessary tools to support students' college and career readiness. Counselors have been trained to intervene when students are struggling and to encourage eligible students to apply for postsecondary opportunities, positively impacting the college and career readiness of students.

8.16: Engagement of Parents of Students with Disabilities

The effectiveness of this action will be assessed as implementation continues. Efforts to engage parents of students with disabilities are underway, but further data and feedback will be required to evaluate its success in fully meeting the goal.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

As a result of reflections on prior practice, additional Distance from Standard metrics were added pertaining to the ELA and Math CAASPP scores. Metrics for targeted three-year outcomes were adjusted if they were successfully met in the first year. Additionally, the following actions have planned changes or will be introduced for the coming year:

8.1: Behavioral Intervention and Support at Elementary Sites and Secondary Sites

We will explore additional training opportunities for Registered Behavior Technicians (RBTs) to enhance their ability to implement multi-tiered systems of support (MTSS). This training will focus on preventive and intervention strategies to further address school-site behavioral and socio-emotional needs through the use of unexpended LREBG funds. The addition of intervention and attendance support has been added as part of this action.

8.3: Behavioral Support and Supervision

We plan to utilize ABA supervisors more effectively to provide behavioral training and support for school teams. This approach will be preventative and aimed at establishing universal practices to enhance overall student behavior and socio-emotional development.

8.4: Attendance and Student Services Support

We will continue providing collaboration, consultation, and intervention services to address students' attendance concerns. There are no major changes, but we will focus on strengthening these efforts through targeted collaboration with schools.

8.5: Attendance Monitoring and Analysis

We will continue monitoring attendance and addressing chronic absenteeism, with a focus on collaborating more closely with school sites. Additionally, we are exploring new attendance monitoring platforms that integrate with existing school systems, enabling automated notifications and data-driven decision-making to improve attendance rates.

8.6: Attendance Recovery Program

The attendance recovery program will be enhanced by forging new partnerships with community agencies to provide enriching activities that promote student connectedness. We will also work on expanding these opportunities to elementary-level students to support their engagement.

8.7: School Attendance Review Teams (SART) and District Attendance Review Teams (DART)

We plan to further emphasize the importance of timely SART meetings and continue providing district-level support to schools and families. Our focus will remain on identifying barriers to school attendance and working collaboratively with all stakeholders to address them.

8.8: Districtwide Positive Behavior Interventions and Supports (PBIS)

In response to feedback from school-site Tiered Fidelity Index (TFI) scores, we will provide professional learning opportunities tailored to meet the needs identified through these scores. We will partner with OCDE and other community organizations to offer training on identified topics, strengthening PBIS implementation.

8.10: Community Engagement via Parent Education

We plan to develop professional learning opportunities for parents, offering workshops and resources that support school-home communication and foster positive school attendance. These initiatives will aim to empower parents to play an active role in improving student attendance.

8.11: Flexible Scheduling and Accommodations

Based on data and progress monitoring, we have identified the need for adjustments in flexible service delivery models to better meet individual student needs. We will refine these models for the 2025-2026 school year. Additionally, the next phase of Individual Transition Plan (ITP) training will involve creating a task force to further develop ITPs, align them with new mandates, and better support post-secondary outcomes for students.

13: High School Co-taught Algebra 1A and 1B Courses

We will continue to offer co-taught Algebra 1A and 1B courses, with a focus on expanding the collaborative model to include more students in less restrictive settings. We will work with each high school site to explore opportunities to increase the number of co-taught classes, further promoting inclusive education.

8.16: Engagement of Parents of Students with Disabilities

We have added this action in order to provide a special education community advisory committee in collaboration with Brea Olinda Unified School District as a part of the Northeast Orange County SELPA as well as the Superintendent's Special Education Advisory Committee.

8.17: Additional Academic Support for Melrose

This new action will expand the additional support provided to Melrose Elementary School to run small group instruction and targeted intervention through the use of unexpended LREBG funds. Melrose Elementary School demonstrates a significant need for increased academic support, particularly in English Language Arts (ELA) and Math. Schoolwide ELA scores are in the Orange performance level at 58.4 points below standard, with English Learners in the Red at 71.9 points below standard. Math performance is similarly concerning, with schoolwide scores 59.5 points below standard in the Orange band, and Students with Disabilities in the Red. While challenges persist, a notable bright spot is that 71% of English Learners are making progress toward English language proficiency.

Metrics 8.17 and 8.18 were added to enhance the district's ability to monitor school climate more effectively.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
8.1	Behavioral Intervention and Support	Provide full time Registered Behavior Technicians (RBTs) at each elementary and Intervention/Attendance support at secondary schools in order to provide behavioral intervention focused on creating a supportive and nurturing environment for UPs, with the goal of reducing chronic absenteeism, minimizing disruptive behaviors, reducing suspensions, and improving academic outcomes as provided in part through LREBG funds (\$170,000). Unduplicated Pupils have higher chronic absenteeism rates (EL = 25.9%, SED = 26.6%, and FY = 31.5%) and lower academic performance in ELA and Math (ELA: EL = 11.74% meeting or exceeding standards, SED ELA = 48.9%, and FY = 20%; Math: EL = 10.6%, SED = 33.6%, and FY = 14.3%). Research from the Journal of Positive Behavior Interventions found that schools implementing trained behavioral support staff saw a 20–60% reduction in problem behaviors and improved teacher	\$3,274,497.78	Yes

Action #	Title	Description	Total Funds	Contributing
		capacity to manage classrooms effectively (Simonsen et al., 2014). M8.3 & M8.6 will be used to monitor the effectiveness of this action.		
8.2	Mental Health Support	Provide additional psychologists at sites for support to meet the unique needs of students who are at risk, focused on the needs of SED and FY students.	\$750,511.84	Yes
8.3	Behavioral Support and Supervision	Maintain two ABA supervisors to provide consultation, collaboration, interventions, and transitional support to address students' behavioral and social-emotional needs as well as supervision of RBTs.	\$297,644.16	Yes
8.4	Attendance and Student Services Support	Provide consultation, collaboration, interventions, and transitional support to address students' attendance concerns.	\$0.00	No
8.5	Attendance Monitoring and Analysis	Systematically monitor the attendance of chronically absent students and work collaboratively with school sites and families to support increased attendance. Identify patterns and implement targeted interventions based on the data.	\$0.00	No
8.6	Attendance Recovery Program	Expand and diversify the Attendance Recovery Program across the district to include a range of courses and activities that cater to a broader spectrum of student interests and learning styles. Include partnerships with parents, local community organizations, businesses, and /or universities to provide additional resources and expertise to support the breadth of our ARP Saturday School offerings district-wide.	\$0.00	No
8.7	School Attendance Review Teams (SART) and District Attendance Review Teams (DART)	Systematically hold School Attendance Review Team Meetings and District Attendance Review Team Meetings to provide attendance support to chronically absent students and families.	\$0.00	No

Action #	Title	Description	Total Funds	Contributing
8.8	Districtwide Positive Behavior Interventions and Supports	Ensure all school sites implement a schoolwide PBIS framework to promote positive behavior and create a supportive school climate which can include acknowledging and rewarding good attendance behaviors.	\$10,000.00	No
8.9	Implement Attendance Strategies in IEPs	Ensure that each student with a disability has a well-developed IEP that addresses their strengths and unique needs, including any accommodations or modifications necessary to improve attendance, participation in the school environment, and post school planning and outcomes.	\$0.00	No
8.10	Community Engagement via Parent Education	Collaborate with families and community resources to develop and implement strategies that address barriers to attendance, chronic absenteeism, and support student resiliency, behavior, and mental health and wellness. Provide parent education focused on the importance of attendance.	\$0.00	No
8.11	Flexible Scheduling and Accommodations	Provide flexible scheduling options and accommodations to meet the diverse needs of students with disabilities e.g. adjusting class schedules, offering online learning options, or providing assistive technology.	\$13,424.00	No
8.12	Professional Development for Educators	Offer ongoing professional development for staff to enhance their understanding of disabilities and effective strategies for supporting students with diverse needs, including attendance and behavior challenges.	\$30,000.00	No
8.13	High School Co-taught Algebra 1A and 1B Courses	Continue to offer co-taught Algebra 1A and Algebra 1B courses at the high schools to increase the least restrictive environment and math student achievement for students with disabilities.	\$280,000.00	No
3.14	ATSI Collaboration	Provide support and collaboration time for sites identified as ATSI in order to address critical areas of concern, as needed.	\$0.00	No

Action #	Title	Description	Total Funds	Contributing
8.15	College and Career Readiness	High school counselors will monitor college and career indicators for each student group to ensure all students are prepared for College and Career and work to address any disproportionality that may exist in program enrollment and completion.	\$0.00	No
8.16	Engagement of Parents of Students with Disabilities	Provide a special education community advisory committee in collaboration with Brea Olinda Unified School District as a part of the Northeast Orange County SELPA as well as the Superintendent's Special Education Advisory Committee.	\$0.00	No
8.17	Additional Academic Support for Melrose Elementary	Provide additional academic support to Melrose Elementary School to run small group instruction and targeted intervention as provided through LREBG funds (\$150,000). Melrose Elementary School demonstrates a significant need for increased academic support, particularly in English Language Arts (ELA) and Math. Schoolwide ELA scores are in the Orange performance level at 58.4 points below standard, with English Learners in the Red at 71.9 points below standard. Math performance is similarly concerning, with schoolwide scores 59.5 points below standard in the Orange band, and Students with Disabilities in the Red. While challenges persist, a notable bright spot is that 71% of English Learners are making progress toward English language proficiency. Research shows that targeted small group instruction significantly improves academic outcomes for students performing below grade level, particularly when implemented with fidelity and trained staff (Slavin, Lake, & Davis, 2011). M8.1-M8.3 & M8.5-M8.7 will be used to monitor the effectiveness of this action.	\$150,000.00	No

Goals and Actions

Goal

Goal #	Description	Type of Goal
9	Implement focused actions during the 2025–26 school year to improve academic achievement for Hispanic, Socioeconomically Disadvantaged, English Learner, and Long-Term English Learner student groups, with targeted support for El Camino Real Continuation High School. These efforts will be measured by improvements in CA Dashboard indicators and will include enhanced staffing and evidence-based strategies to address the unique needs of these student populations, with the overarching goal of accelerating academic growth and closing performance gaps.	Equity Multiplier Focus Goal

State Priorities addressed by this goal.

- Priority 1: Basic (Conditions of Learning)
- Priority 4: Pupil Achievement (Pupil Outcomes)
- Priority 5: Pupil Engagement (Engagement)
- Priority 6: School Climate (Engagement)

An explanation of why the LEA has developed this goal.

The development of a Focus Goal for El Camino Real Continuation High School is driven by both statutory requirements and data-informed need. In accordance with Education Code Section 52064(e)(7), any school receiving LCFF Equity Multiplier Funds must establish a Focus Goal to target equity and student success. El Camino Real has been identified by the California Department of Education to receive Equity Multiplier Funds, providing additional state resources to support schools serving high concentrations of students from underserved backgrounds. This funding underscores the importance of implementing focused, data-driven actions to address academic disparities and improve student outcomes.

Further justifying this goal are El Camino Real’s 2024 California Schools Dashboard results, which highlight multiple areas of urgent need. Schoolwide performance on the CAASPP shows students in the Red performance level for both English Language Arts (ELA) and Mathematics. Specifically, Hispanic and Socioeconomically Disadvantaged (SED) student groups scored in the Red for ELA, and SED students were also in the Red for Math. Additionally, the English Learner Progress Indicator is in the Red, reflecting significant barriers to language acquisition and academic achievement. The College and Career Readiness Indicator is also in the Red for English Learners and Long-Term English Learners, signaling a lack of preparedness for postsecondary success among these key subgroups.

Despite these challenges, a notable bright spot is El Camino’s Graduation Rate, which is in the Green performance level. This strength provides a foundation upon which to build more comprehensive supports to address academic gaps and improve long-term outcomes.

The actions tied to this goal were developed collaboratively with district leadership, the school’s administrative team, and the El Camino School Site Council. They also meet the criteria outlined in Education Code Section 52064(e)(6), which requires LEAs to create Focus Goals for schools or student groups demonstrating the lowest performance levels on the Dashboard. Through this Focus Goal—and with the

support of targeted Equity Multiplier Funds from the state—the district is committed to strategically investing in interventions, resources, and supports that address both equity and performance, ensuring that all students at El Camino Real Continuation High School are given meaningful opportunities to thrive.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
9.1	English Language Arts CA Dashboard Indicator, Percentage Meeting or Exceeding Standards, and Distance from Standard (DFS)	2022-2023: Schoolwide (15.8%) = Red DFS = 179.8 below Hispanic Students (14.8%) = Red DFS = 165.9 below SED Students (13.7%) = Red DFS = 182.1 below	2023-2024: Schoolwide (10%) = Red DFS = 212.9 below Hispanic Students (3.2%) = Red DFS = 226.8 below SED Students (10.8%) = Red DFS = 214.8 below		2025-2026: Schoolwide (26%) = Yellow DFS = 45 below Hispanic Students (25%) = Yellow DFS = 45 below SED Students (24%) = Yellow DFS = 45 below	Schoolwide (-5.8%) No change in color. DFS = 33.1 points Hispanic Students (-11.6%) No change in color DFS = -60.9 points SED Students (-2.9%) No change in color DFS = -32.7 points
9.2	Mathematics CA Dashboard Indicator, Percentage Meeting or Exceeding Standards, and Distance from Standard (DFS)	2022-2023: Schoolwide (1.6%) = Red DFS = 230.8 below Hispanic Students (0%) = Red DFS = 233.6 below SED Students (0%) = Red DFS = 227.6 below	2023-2024: Schoolwide (2%) = Red DFS = 233.9 below Hispanic Students (2.5%) = No color DFS = 249.6 below SED Students (2.1%) = Red DFS = 232.3 below		2025-2026: School (11%) = Yellow DFS = 115 below Hispanic (10%) = Yellow DFS = 115 below SED Students (10%) = Yellow DFS = 115 below	(Schoolwide (+0.4%)) No change in color DFS = -3 points Hispanic Students (+2.5%) Color= N/A DFS= -16 points SED Students (+2.1%) No change in color DFS = -4.6 points

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
9.3	Suspension Rate and CA Dashboard Indicator	2022-2023: White Students (12.2%) = Red	2023-2024: White Students (0%) No color		2025-2026: White Students (<0.5%) = Yellow	White Students Improved by 12.2%
9.4	College/Career CA Dashboard Indicator and Percentage of Students Indicated as Prepared	2022-2023: All Students (5.1%) = Very Low English Learners (2%) = Very Low/ Red Hispanic Students (3.5%) = Very Low/ Red Homeless Students (6.5%) = Very Low/ Red Socioeconomically Disadvantaged Students (2.8%) = Very Low/ Red	2023-2024: All Students (9.5%) Very Low EL: (2.6%) Very Low/ Red Hispanic Students: (11.1%) Medium Homeless Students: (10.7%) Medium SED Students: (9.4%) Low		2025-2026: All Students (10.1%) English Learners (12%) = Yellow Hispanic Students (13.5%) = Yellow Homeless Students (16.5%) = Yellow Socioeconomically Disadvantaged Students (12.8%) = Yellow	All Students: +4.4% EL: +0.6% Hispanic Students: +7.6% Homeless Students: +4.2% SED Students: +6.6%
9.5	Passing Grades Indicated on Transcript in Core Content Classes (A, B, or C) for El Camino Students	First Semester 2023-2024: ELA = 42% Math = 42% Science = 49% Social Science = 42%	First Semester 2024-2025: ELA = 45% Math = 57% Science = 43% Social Science = 46%		First Semester 2026-2027: ELA = 52% Math = 52% Science = 59% Social Science = 52%	First Semester ELA = Increase of 3% Math = Increase of 15% Science = Decrease of 6% Social Science = Increase of 4%
9.6	El Camino Attendance Rate	2022-2023: 70.05%	2023-2024: 75.18%		2025-2026: 80.05%	Improved by 5.13%
9.7	Graduation Rate for El Camino Students	2022-2023: 73.8%	2023-2024: 83.8%		2025-2026: 84%	Improved by 10%

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
9.8	Suspension Rate for EI Camino Students	2022-2023: 6.5%	2023-2024: 0.9%		2025-2026: < 2%	Improved by 5.6%
9.9	Expulsion Rate for EI Camino Students	2022-2023: 0.4%	2023-2024: 0%		2025-2026: < 0.4%	Improved by 0.4%
9.10	Enrollment by Demographics in Career Technical Education Courses	2022-2023 EL = CTE enrollment is 10% less than student enrollment (23% as compared to 33%)	2023-2024 EL = CTE enrollment is 6% less than student enrollment (25% as compared to 31%)		2025-2026 EL = CTE enrollment will be within 2% of student enrollment	Improved by 4%
9.11	English Learner Progress	2022-2023 36.9% Orange	2023-2024 26.2% Red		2025 - 2026 42% Green	Decrease 10.7%

Goal Analysis [2024-25]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

The actions within this goal were implemented with fidelity with the exception of the quarterly college fairs. Quarterly college events were held but they were not restricted to fairs.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

There were no material differences between budgeted expenditures and estimated actual expenditures.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

The actions were effective in making progress toward the suspension rate, attendance rate, graduation rate, and college/career indicator; however a continued focus needs to be provided to the academic achievement of students. There were declines in the proficiency of

students in English Language Arts and Mathematics as measured by the CAASPP as well as the core content grades of students. There is a need for increased focus on instruction and student proficiency of math and ELA.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

As a result of reflections on prior practice, additional Distance from Standard metrics were added pertaining to the ELA and Math CAASPP scores. Targeted three year outcomes were adjusted for any metrics in which the school was able to successfully reach in the first year.

Action 9.2: AVID Program

The school will also continue to focus on core instructional practices and finish training their teachers on AVID strategies.

Action 9.4: EDGE Class

Additionally they will be moving their EDGE period to the end of the day to allow for the core content classes to be taught in the morning block when students have the highest attendance and focus.

Action 9.12: Flexible Scheduling

A new action has been added to provide flexible scheduling for students. The school intends to adjust their bell schedule to better meet students' needs, such as adding in zero and seventh period options which provide for more opportunities to earn credits.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
9.1	Class Size Reduction	Provide additional teaching staff to maintain lower class sizes in order to better serve the academic needs of students.	\$882,447.61	Yes
9.2	AVID Program	Establish an AVID program at El Camino Real High School to close achievement gaps, improve core instructional practices, and increase student engagement.	\$7,960.00	No
9.3	Student Discipline Systems and Practices	Examine student discipline systems and provide additional means of correction and support to students as an alternative to suspension and reduce suspension rates of students.	\$0.00	No

Action #	Title	Description	Total Funds	Contributing
9.4	Counseling Support and Academic Guidance	Provide additional counseling support to foster the social, emotional, and academic needs of students and utilize Find Your Grind curriculum to support career exploration of students.	\$184,836.48	No
9.5	College and Career	Monitor college and career indicators for each student group to ensure all students are prepared for College and Career and work to address any disproportionality that may exist in program enrollment and completion through targeted recruitment and enrollment of UPs in CTE classes.	\$0.00	No
9.6	College Link	Provide College Link courses and quarterly College and Career Events in order to increase College and Career Readiness.	\$0.00	No
9.7	Math Achievement	Provide Building Thinking Classrooms training to math teachers to improve instructional math practices and align with the new math framework. Utilize formative assessments to inform and adjust instruction. Ensure that math teachers participate in district wide trainings and collaboration opportunities.	\$0.00	No
9.8	ELA Achievement	Provide GLAD training, Step Up to Writing training, and College Readiness Writing training to all ELA teachers to support the literacy and writing skills in students. Ensure that ELA teachers participate in district wide trainings and collaboration opportunities.	\$0.00	No
9.9	Targeted Intervention	Provide a targeted intervention program during and outside of school hours to support the English Language Arts and Mathematics achievement of Hispanic students and Socioeconomically Disadvantaged students in courses and on standardized assessments. Utilize formative assessments to inform and adjust instruction. Provide training to teachers to incorporate AVID strategies to improve instructional practices to support these student groups.	\$0.00	No

Action #	Title	Description	Total Funds	Contributing
9.10	Training to Support English Learners	Provide training on the EL Roadmap and ELD framework to principal and teachers and regular participation of the principal in Title I/Title III Principal meetings to learn best practices to support EL achievement.	\$0.00	No
9.11	Attendance Monitoring	Create and regularly convene a Site Attendance Team comprised of the Principal, Dean, and support staff to monitor & address chronic absenteeism and provide target intervention to specific students through regular home visits, phone calls, SART meetings, and linkage to outside resources to improve the attendance rate of students.	\$0.00	No
9.12	Flexible Scheduling	Adjust the bell schedule to better meet students' needs as well as examine the master schedule to maximize opportunities for students to earn credits.	\$0.00	No

Goals and Actions

Goal

Goal #	Description	Type of Goal
10		

State Priorities addressed by this goal.

An explanation of why the LEA has developed this goal.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
10.8						

Goal Analysis [2024-25]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

A report of the Total Estimated Actual Expenditures for last year’s actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year’s actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
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Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students [2025-26]

Total Projected LCFF Supplemental and/or Concentration Grants	Projected Additional 15 percent LCFF Concentration Grant
\$\$23,846,390	\$0.00

Required Percentage to Increase or Improve Services for the LCAP Year

Projected Percentage to Increase or Improve Services for the Coming School Year	LCFF Carryover — Percentage	LCFF Carryover — Dollar	Total Percentage to Increase or Improve Services for the Coming School Year
9.581%	0.000%	\$0.00	9.581%

The Budgeted Expenditures for Actions identified as Contributing may be found in the Contributing Actions Table.

Required Descriptions

LEA-wide and Schoolwide Actions

For each action being provided to an entire LEA or school, provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) for whom the action is principally directed, (2) how the action is designed to address the identified need(s) and why it is being provided on an LEA or schoolwide basis, and (3) the metric(s) used to measure the effectiveness of the action in improving outcomes for the unduplicated student group(s).

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
2.2	<p>Action: Professional Development, Training, and Task Forces</p> <p>Need: The CA Dashboard performance indicators for 2024 show stable results in English Language Arts and Math, along with a slight increase in graduation rates, a decrease in chronic absenteeism, and a reduction in suspension rates. However, English Learners, Long-Term</p>	<p>This action will support the needs of all Unduplicated Pupils (UPs), with a specific focus on English Learners and Long-Term English Learners, by providing ongoing professional development and training for teachers to close achievement gaps. Since all PYLUSD sites serve unduplicated pupils, implementing this action districtwide ensures a more effective and consistent approach. Research indicates that professional learning significantly enhances staff capacity to support unduplicated pupils, making</p>	<p>The effectiveness of this action will be assessed using each of the CA Dashboard Indicators. (M2.1 - M2.10, & M2.14)</p>

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	<p>English Learners, Socioeconomically Disadvantaged Students, and Foster Youth performed at lower levels compared to the overall student population.</p> <p>Scope: LEA-wide</p>	this the most strategic use of funds to address their needs (Kanold, 2017; Hattie, 2009; Erkens & Twadall, 2012).	
2.3	<p>Action: Instructional Materials, Supplies, and Services</p> <p>Need: Unduplicated student groups, specifically English learners (ELs), low-income students, and foster youth, demonstrated performance gaps on the 2024 California School Dashboard. English learners showed a 10% decrease in progress toward English language proficiency and a rise in chronic absenteeism. Socioeconomically disadvantaged students also demonstrated elevated chronic absenteeism and achievement gaps in core academic areas.</p> <p>Scope: LEA-wide</p>	This action aims to support all Unduplicated Pupils (UPs) by providing appropriate instructional materials, supplies, and services to enhance student engagement. According to John Hattie's Visible Learning research, providing supplemental instructional materials can significantly enhance student achievement, particularly when aligned with clear learning goals and feedback (Hattie, 2009).	The effectiveness of this action will be assessed using each of the CA Dashboard Indicators. (M2.1 - M2.12)
7.1	<p>Action: Teacher Collaboration and Intervention Design</p> <p>Need: The CA Dashboard performance indicators for 2024 show stable results in English Language Arts and Math, along with a slight increase in graduation rates, a decrease in chronic</p>	Continuing to provide all teachers with dedicated weekly release time for Professional Learning Communities (PLCs) is essential for improving individual student achievement and closing achievement gaps for all Unduplicated Pupils (UPs), including socio-economically disadvantaged students, English learners, and Foster Youth. Research shows that PLCs enhance	The effectiveness of this action will be assessed using CA Dashboard Indicators for English Language Arts and Mathematics, specifically tracking the performance of English Learners, Long-

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<p>absenteeism, and a reduction in suspension rates. However, English Learners, Long-Term English Learners, Socioeconomically Disadvantaged Students, and Foster Youth performed at lower levels compared to the overall student population.</p> <p>Scope: LEA-wide</p>	teacher collaboration, data-driven decision-making, and the implementation of effective instructional strategies tailored to student needs (DuFour et al., 2016).	Term English Learners, Socioeconomically Disadvantaged Students, and Foster Youth. (M7.1 & M7.2)
7.3	<p>Action: Reduction of Class Sizes in TK/K</p> <p>Need: In Placentia-Yorba Linda USD, Unduplicated Pupils, particularly low-income students, English learners, and foster youth often enter school with fewer opportunities for early academic and language development. These groups have lower readiness indicators on PYLUSD local assessments (iReady) and higher rates of chronic absenteeism in the early grades.</p> <p>Scope: LEA-wide</p>	Maintaining class size reduction through classified support personnel in Transitional Kindergarten (TK) and Kindergarten classes is crucial for enhancing early childhood education outcomes. Research consistently shows that smaller class sizes in the early grades lead to more individualized attention, increased student engagement, and improved academic performance, particularly for young learners who are building foundational skills (Finn & Achilles, 1999).	The effectiveness of this action will be assessed using local indicators such as the iReady diagnostic in reading and math. (M7.7 & M7.8)
7.5	<p>Action: Additional Intervention Support at Valencia High School</p> <p>Need: The 2024 California School Dashboard performance indicators for Valencia High School reveal that English Learners, Long-</p>	Continuing to provide intervention support teachers at Valencia High School is crucial for ensuring that the needs of all Unduplicated Pupils (UPs), including socio-economically disadvantaged students, English learners, and Foster Youth, are consistently monitored and supported. Research shows that targeted intervention support is effective in addressing the	The effectiveness of this action will be assessed using CA Dashboard Indicators for English Language Arts and Mathematics, specifically tracking the performance of English Learners, Long-

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<p>Term English Learners, and Students with Disabilities scored in the Red for English Language Arts. Homeless and Hispanic student groups were in the Orange, while Socioeconomically Disadvantaged students performed in the Yellow—each performing below the overall student population, which scored in the Green. In Mathematics, these same student groups were in the Red, with Hispanic, Homeless, and Socioeconomically Disadvantaged students scoring in the Orange, compared to the overall school performance in the Yellow.</p> <p>Scope: Schoolwide</p>	achievement gaps faced by these student groups, as it provides personalized instruction and targeted strategies to help students succeed academically (Gersten et al., 2009).	Term English Learners, Socioeconomically Disadvantaged Students, and Foster Youth. (M7.1-M7.6, & M7.9)
7.6	<p>Action: Math Intervention Support for UPs</p> <p>Need: Although districtwide math performance improved over the past two years—from 53.48% (DFS +6.1) in 2022–2023 to 55.95% (DFS +11) in 2023–2024, both in the Green performance level—significant achievement gaps persist for unduplicated student groups. English Learners (ELs) have remained far below standard, improving only slightly from a DFS of -68.7 to -64.9 and moving from Orange to Yellow. Socioeconomically Disadvantaged (SED) students improved from a DFS of -44.3 to -38.5 but remain in the Yellow band. Foster Youth (FY), however, experienced a further decline, dropping from a DFS of -108.8 (Orange) to -114.4 (Red). These persistent</p>	Math intervention teachers play a critical role in addressing the persistent achievement gaps experienced by unduplicated pupils—including English Learners, socioeconomically disadvantaged students, and foster youth—by providing targeted, small-group instruction designed to close foundational skill gaps and build conceptual understanding. These specialists use data-driven strategies and research-based interventions to offer personalized support that aligns with each student’s learning needs, helping to accelerate progress toward grade-level proficiency. Implementing this support on a schoolwide or LEA-wide basis ensures equitable access to high-quality instruction, especially at sites with the highest concentrations of underserved students. Research shows that targeted math intervention, when integrated with core instruction, significantly improves student	CA Dashboard Indicator for Math will be used to measure the effectiveness of this action. (M7.2)

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	<p>and widening gaps underscore the urgent need for targeted math interventions and support systems for these student populations.</p> <p>Scope: LEA-wide</p>	<p>outcomes in both computation and problem-solving (Gersten et al., 2009, IES Practice Guide: Assisting Students Struggling with Mathematics).</p>	
7.7	<p>Action: Professional Development focused on needs of EL, SED, and FY</p> <p>Need: Winter 2023-2024 iReady diagnostic data show that only 60% of SED and EL students in grades K-2 were early or on grade level in English Language Arts, and just 49% were at similar levels in Math. These figures underscore the need for targeted professional development that equips teachers with evidence-based strategies to better support these student groups in foundational skill areas.</p> <p>Scope: LEA-wide</p>	<p>The Elementary PD Supplemental action is grounded in research emphasizing the critical role of teacher quality and professional learning in improving student outcomes. According to John Hattie's Visible Learning research, teacher professional development has an effect size of 0.62, indicating a substantial impact on student achievement when teachers engage in ongoing, targeted training. Furthermore, the National Institute of Child Health and Human Development underscores the importance of early literacy instruction and intervention in reducing reading difficulties, particularly when educators are equipped with knowledge of the science of reading and strategies for supporting diverse learners.</p>	<p>The effectiveness of this action will be assessed using local measures such as the iReady Diagnostic for Reading and Math (M7.7 & M7.8)</p>
7.8	<p>Action: PYLUSD Induction Program</p> <p>Need: The CA Dashboard performance indicators for 2024 show stable results in English Language Arts and Math, along with a slight increase in graduation rates, a decrease in chronic absenteeism, and a reduction in suspension</p>	<p>Ensuring that all newly hired teachers are prepared through mentorship and culturally responsive professional development is crucial for effectively addressing the needs of all Unduplicated Pupils (UPs), including socio-economically disadvantaged students, English learners, and Foster Youth. Research consistently shows that mentorship and targeted professional development, particularly in culturally responsive</p>	<p>The effectiveness of this action will be assessed using CA Dashboard Indicators for English Language Arts and Mathematics, specifically tracking the performance of English Learners, Long-Term English Learners,</p>

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	<p>rates. However, English Learners, Long-Term English Learners, Socioeconomically Disadvantaged Students, and Foster Youth performed at lower levels compared to the overall student population.</p> <p>Scope: LEA-wide</p>	<p>teaching practices, significantly improve teacher effectiveness and student outcomes (Villegas & Lucas, 2007). Culturally responsive teaching helps educators understand and respect the cultural backgrounds of their students, allowing them to tailor instruction in ways that are meaningful and engaging for diverse learners (Gay, 2010).</p>	<p>Socioeconomically Disadvantaged Students, and Foster Youth. (M7.1-M7.6, & M7.9)</p>
7.9	<p>Action: Mental Health Support and Resources for Students and Families at Secondary Sites</p> <p>Need: In PYLUSD, the 2024 California Dashboard shows chronic absenteeism rates for Foster Youth in the Orange performance level, while English Learners, Long-Term English Learners, and Socioeconomically Disadvantaged students are in the Yellow. These elevated rates indicate a continued need for targeted counseling and support services to address the underlying barriers to consistent school attendance for these student groups.</p> <p>Scope: LEA-wide</p>	<p>Maintaining Wellness Specialists at Title I middle schools and all high school sites is critical to addressing the mental health needs of students and improve school attendance, particularly English Learners (EL), socio-economically disadvantaged (SED) students, and Foster Youth (FY), who often face additional stressors and barriers to academic success. Research indicates that mental health support plays a key role in improving student well-being, engagement, and academic outcomes (Zins et al., 2004). For UPs, who are at greater risk for experiencing trauma, family instability, and other socio-economic challenges, access to mental health resources is essential for ensuring they can fully participate in their education (Cohen & Sandy, 2007).</p>	<p>The effectiveness of this action will be assessed using CA Dashboard Indicators to track the performance of English Learners, Long-Term English Learners, Socioeconomically Disadvantaged Students, and Foster Youth. (M7.1-M7.6 & M7.9)</p>
7.10	<p>Action: Mental Health Support and Resources for Students and Families at Elementary Sites</p> <p>Need:</p>	<p>Providing social and emotional support through external providers for elementary schools is essential to improving student attendance and supporting the well-being and academic success of English Learners (EL), socio-economically disadvantaged (SED), and Foster Youth (FY)</p>	<p>The effectiveness of this action will be assessed using CA Dashboard Indicators for Math, ELA, and Chronic Absenteeism. (M7.1, M7.2, & M7.4)</p>

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	<p>n PYLUSD, chronic absenteeism rates at the elementary level vary across schools. Several elementary schools, including Glenview, John O. Tynes, Melrose, Morse, Ruby Drive, and Woodsboro, fall within the district's overall very high chronic absenteeism category, with rates of 20.1% or greater. In contrast, schools like Linda Vista, Mabel M. Paine, Van Buren, Rio Vista, and Topaz report rates in the Yellow range, indicating moderate levels of chronic absenteeism. These data highlight a significant attendance challenge in some elementary schools that requires focused interventions to improve student engagement and reduce absenteeism.</p> <p>Scope: LEA-wide</p>	<p>students. These student groups often face unique challenges, such as trauma, family instability, and cultural adjustment, which can significantly impact their ability to succeed in school (Cohen & Sandy, 2007). Research shows that access to social and emotional learning (SEL) and mental health services improves students' ability to manage stress, build positive relationships, and enhance academic performance (Zins et al., 2004).</p>	
7.11	<p>Action: Site Discretionary Funding for UPs</p> <p>Need: The CA Dashboard performance indicators for 2024 show stable results in English Language Arts and Math, along with a slight increase in graduation rates, a decrease in chronic absenteeism, and a reduction in suspension rates. However, English Learners, Long-Term English Learners, Socioeconomically Disadvantaged Students, and Foster Youth performed at lower levels compared to the overall student population.</p> <p>Scope:</p>	<p>Distributing and targeting resources equitably to schools where needs are greatest is a critical strategy for closing achievement gaps among Unduplicated Pupils (UPs), including socio-economically disadvantaged students, English learners, and Foster Youth. Research has shown that equitable resource allocation, which takes into account the specific needs of schools and students, significantly contributes to improved academic outcomes and helps level the playing field for underserved groups (Gordon et al., 2006). By directing resources such as funding, instructional materials, and support services to schools with the greatest challenges, districts can provide targeted interventions that address the specific academic, behavioral, and social-</p>	<p>The effectiveness of this action will be assessed using CA Dashboard Indicators for English Language Arts and Mathematics, specifically tracking the performance of English Learners, Long-Term English Learners, Socioeconomically Disadvantaged Students, and Foster Youth. (M7.1-M7.9)</p>

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	LEA-wide	emotional needs of UPs (Darling-Hammond, 2010).	
7.12	<p>Action: Additional Support Staff at High Impact Sites</p> <p>Need: After analyzing CA Dashboard and other performance data across sites, it is clear that some schools require additional support to effectively monitor attendance, bolster student achievement, and maintain consistent communication with families. Currently, 12.2% of students in PYLUSD are chronically absent, highlighting the urgent need for targeted interventions and enhanced family engagement strategies.</p> <p>Scope: Schoolwide</p>	<p>Maintaining additional support staff at high-impact sites is essential for addressing the needs of socio-economically disadvantaged (SED), English Learner (EL), and Foster Youth (FY) students. These student groups often face unique challenges, including limited access to educational resources, language barriers, and family instability, which can hinder their academic success and overall well-being (Losen & Orfield, 2002). Research shows that providing additional support staff, such as counselors, intervention specialists, and family liaisons, helps bridge these gaps by offering targeted assistance and resources to both students and families (Baker et al., 2006).</p>	<p>The effectiveness of this action will be assessed using CA Dashboard Indicators for English Language Arts and Mathematics, specifically tracking the performance of English Learners, Long-Term English Learners, Socioeconomically Disadvantaged Students, and Foster Youth. (M7.1-M7.9)</p>
7.13	<p>Action: Additional Health Support at High Impact Sites</p> <p>Need: The 2024 CA Dashboard data indicates that unduplicated pupil groups—such as English Learners, Long-Term English Learners, Socioeconomically Disadvantaged Students, and Foster Youth—perform lower than the overall student population across several key indicators. Specifically, these groups show lower achievement in English Language Arts and Math. Additionally, some of these groups have lower graduation rates compared to the general student body. They also experience</p>	<p>Maintaining nurses and health clerks at high-impact sites is crucial for supporting the well-being and academic success of socio-economically disadvantaged (SED), English Learner (EL), and Foster Youth (FY) students. These students often face significant health-related challenges, such as inadequate access to healthcare, higher rates of chronic illness, and mental health issues, which can negatively affect their ability to focus on learning and achieve academically (Baker et al., 2001). Having dedicated healthcare staff at school sites ensures that students receive timely medical attention, health screenings, and support for managing chronic conditions, which is essential for</p>	<p>The effectiveness of this action will be assessed using CA Dashboard Indicators, specifically tracking the Chronic Absenteeism indicator. (M7.4)</p>

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<p>higher rates of chronic absenteeism and suspensions, highlighting ongoing disparities that impact their academic success and overall school engagement.</p> <p>Scope: Schoolwide</p>	reducing absenteeism and promoting consistent academic engagement (Brener et al., 2004).	
7.14	<p>Action: Instructional Aides for Physical Education</p> <p>Need: The 2024 CA Dashboard data indicates that unduplicated pupil groups—such as English Learners, Long-Term English Learners, Socioeconomically Disadvantaged Students, and Foster Youth—perform lower than the overall student population across several key indicators. Specifically, these groups show lower achievement in English Language Arts and Math. Additionally, some of these groups have lower graduation rates compared to the general student body. They also experience higher rates of chronic absenteeism and suspensions, highlighting ongoing disparities that impact their academic success and overall school engagement.</p> <p>Scope: LEA-wide</p>	Maintaining physical education instructional aides at high-impact sites is essential for promoting the physical, mental, and emotional well-being of students, particularly those from socio-economically disadvantaged (SED), English Learner (EL), and Foster Youth (FY) backgrounds. Research shows that physical activity is a critical factor in supporting academic performance, improving mental health, and reducing behavioral problems (Donnelly & Lambourne, 2011). For students who may face challenges related to health, social-emotional issues, or a lack of access to extracurricular activities, physical education aides provide essential support by assisting with individualized instruction, facilitating participation, and ensuring that students engage in physical activity that promotes fitness and wellness (Singh et al., 2012).	The effectiveness of this action will be assessed using CA Dashboard Indicators and local performance measures. (M7.1-M7.4, M7.6-M7.9)
7.15	<p>Action: Library Support at High Schools</p> <p>Need:</p>	Maintaining Library Media Assistants at high schools is essential for supporting the academic achievement of students by fostering critical thinking, communication, collaboration, and	The effectiveness of this action will be assessed using CA Dashboard Indicators for English

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	<p>The 2022–2023 CA Dashboard data reveals significant disparities in academic performance and attendance among unduplicated student groups in PYLUSD. While the districtwide scores in English Language Arts (64.75%, Green) and Math (53.48%, Green) reflect overall success, English Learners, Socioeconomically Disadvantaged students, and Foster Youth consistently underperform. In ELA, English Learners scored 41 points below standard (Orange), SED students 5.4 points below (Orange), and Foster Youth 71.1 points below (Red). Similarly, in Math, English Learners were 68.7 points below standard (Orange), SED students 44.3 points below (Yellow), and Foster Youth 108.8 points below (Orange).</p> <p>Scope: LEA-wide</p>	<p>creativity—skills that are crucial for success in both academic and real-world settings. Research shows that well-supported school libraries, with staff who are trained in media literacy and information management, contribute to higher student achievement and engagement (Todd & Kuhlthau, 2005).</p>	<p>Language Arts and Mathematics, specifically tracking the performance of English Learners, Long-Term English Learners, Socioeconomically Disadvantaged Students, and Foster Youth. (M7.1-M7.9)</p>
7.16	<p>Action: District Teachers on Special Assignment (TOSA)</p> <p>Need: The 2022–2023 CA Dashboard data reveals significant disparities in academic performance and attendance among unduplicated student groups in PYLUSD. While the districtwide scores in English Language Arts (64.75%, Green) and Math (53.48%, Green) reflect overall success, English Learners, Socioeconomically Disadvantaged students, and Foster Youth consistently underperform. In ELA, English Learners scored 41 points</p>	<p>Maintaining district Teacher on Special Assignment (TOSAs) is essential for providing relevant professional development to teachers at all sites, particularly to support the achievement of Unduplicated Pupils (UPs) and other underperforming student groups. Research consistently shows that targeted professional development for educators is one of the most effective ways to improve student outcomes, especially for students who face academic challenges such as socio-economic disadvantage, language barriers, or foster care status (Guskey, 2002; Darling-Hammond et al., 2017).</p>	<p>The effectiveness of this action will be assessed using CA Dashboard Indicators for English Language Arts and Mathematics, specifically tracking the performance of English Learners, Long-Term English Learners, Socioeconomically Disadvantaged Students, and Foster Youth. (M7.1-M7.9)</p>

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<p>below standard (Orange), SED students 5.4 points below (Orange), and Foster Youth 71.1 points below (Red). Similarly, in Math, English Learners were 68.7 points below standard (Orange), SED students 44.3 points below (Yellow), and Foster Youth 108.8 points below (Orange).</p> <p>Scope: LEA-wide</p>		
7.17	<p>Action: District Leadership</p> <p>Need: The 2022–2023 CA Dashboard data reveals significant disparities in academic performance and attendance among unduplicated student groups in PYLUSD. While the districtwide scores in English Language Arts (64.75%, Green) and Math (53.48%, Green) reflect overall success, English Learners, Socioeconomically Disadvantaged students, and Foster Youth consistently underperform. In ELA, English Learners scored 41 points below standard (Orange), SED students 5.4 points below (Orange), and Foster Youth 71.1 points below (Red). Similarly, in Math, English Learners were 68.7 points below standard (Orange), SED students 44.3 points below (Yellow), and Foster Youth 108.8 points below (Orange).</p> <p>Scope:</p>	<p>Maintaining district leadership to meet the needs of Unduplicated Pupils (UPs) and students who are at-risk is critical for ensuring that these students receive the support and resources necessary to succeed academically. District leadership plays a pivotal role in setting the direction for educational equity, creating policies, and ensuring that resources are allocated to address the specific challenges faced by UPs, including socio-economic disadvantage, language barriers, and foster care status (Lyon et al., 2001). Effective leadership is essential in coordinating support systems, overseeing targeted interventions, and providing professional development for staff to implement strategies that meet the diverse needs of at-risk students (Leithwood et al., 2004).</p>	<p>The effectiveness of this action will be assessed using CA Dashboard Indicators for English Language Arts and Mathematics, specifically tracking the performance of English Learners, Long-Term English Learners, Socioeconomically Disadvantaged Students, and Foster Youth. (M7.1-M7.9)</p>

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	LEA-wide		
7.18	<p>Action: Administrative Support</p> <p>Need: The 2022–2023 CA Dashboard data reveals significant disparities in academic performance and attendance among unduplicated student groups in PYLUSD. While the districtwide scores in English Language Arts (64.75%, Green) and Math (53.48%, Green) reflect overall success, English Learners, Socioeconomically Disadvantaged students, and Foster Youth consistently underperform. In ELA, English Learners scored 41 points below standard (Orange), SED students 5.4 points below (Orange), and Foster Youth 71.1 points below (Red). Similarly, in Math, English Learners were 68.7 points below standard (Orange), SED students 44.3 points below (Yellow), and Foster Youth 108.8 points below (Orange).</p> <p>Scope: LEA-wide</p>	Maintaining administrative support at the district office to support Multi-Tiered System of Supports (MTSS) and Advancement Via Individual Determination (AVID) programs is essential for ensuring the effective implementation and sustainability of these programs, which are critical for supporting student success, especially for Unduplicated Pupils (UPs) and underperforming students. MTSS provides a framework for addressing the academic, behavioral, and social-emotional needs of all students through tiered interventions, and administrative support is crucial in overseeing the coordination, fidelity, and continuous improvement of these interventions (Sugai & Simonsen, 2012). Similarly, the AVID program is designed to prepare students for college readiness and success, focusing on students who are underrepresented in higher education. Administrative oversight ensures that AVID strategies, such as rigorous academic support and college preparation, are implemented consistently across schools (Dougherty, 2016).	The effectiveness of this action will be assessed using CA Dashboard Indicators for English Language Arts and Mathematics, specifically tracking the performance of English Learners, Long-Term English Learners, Socioeconomically Disadvantaged Students, and Foster Youth. (M7.1-M7.9)
7.19	<p>Action: College and Career Technicians</p> <p>Need: The College/Career Indicator data from the 2022–2023 and 2023–2024 school years shows improvement districtwide, rising from 55.8% to 59.8% of students prepared, moving</p>	Maintaining College and Career Technicians at each high school is essential for ensuring that students have the necessary guidance and resources to successfully navigate post-secondary options, which are crucial for their future academic and career success. College and Career Technicians provide vital support in areas such as college admissions, financial aid applications,	The effectiveness of this action will be assessed using CA Dashboard Indicators for English Language Arts and Mathematics and College and Career. (M7.1, M7.2, & M7.5)

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	<p>the district into the Green performance level. However, significant disparities remain for key student groups. English Learners increased from 11.4% prepared (Low) to 16.8% (Yellow), and Socioeconomically Disadvantaged students rose from 43.3% (Medium) to 47.8% (Green).</p> <p>Scope: LEA-wide</p>	<p>career exploration, internships, and job readiness programs, particularly for students who may lack the resources or support at home to navigate these complex processes (Gandara & Bial, 2001). Research shows that students with access to college and career guidance are more likely to apply to post-secondary institutions, persist in their education, and achieve successful outcomes (Bettinger et al., 2012).</p>	
7.24	<p>Action: School and District Attendance Review Teams</p> <p>Need: Chronic absenteeism remains a significant concern in the district, particularly for English Learners, Socioeconomically Disadvantaged students, and Foster Youth. While the districtwide rate improved from 17.8% in 2022–2023 to 12.2% in 2023–2024, student groups most in need continue to experience higher rates of absenteeism. Although EL and SED students improved from Red to Yellow, and Foster Youth remained in the Orange, these rates indicate the ongoing need for targeted interventions and support to improve attendance and engagement among these student groups.</p> <p>Scope: LEA-wide</p>	<p>Providing district support to oversee systematic School Attendance Review Team (SART) and District Attendance Review Team (DART) meetings is critical for addressing chronic absenteeism and ensuring that all students, particularly those from socio-economically disadvantaged (SED), English Learner (EL), and Foster Youth (FY) backgrounds, receive the support they need to attend school regularly. Chronic absenteeism is a significant barrier to academic success, as research shows that students who miss school frequently are more likely to struggle academically, fall behind in coursework, and eventually disengage from education altogether (Balfanz & Byrnes, 2012). The SART and DART meetings provide a structured approach to identifying the underlying causes of absenteeism and implementing targeted interventions to address them, such as providing support for families facing transportation or health challenges, connecting students with mental health resources, and ensuring that families are aware of the academic consequences of poor attendance (Chang & Romero, 2008).</p>	<p>The effectiveness of this action will be assessed using CA Dashboard Indicator for Chronic Absenteeism. (M7.4)</p>

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
7.27	<p>Action: GEAR UP Program</p> <p>Need: The 2022–2023 CA Dashboard data reveals significant disparities in academic performance and attendance among unduplicated student groups in PYLUSD. While the districtwide scores in English Language Arts (64.75%, Green) and Math (53.48%, Green) reflect overall success, English Learners, Socioeconomically Disadvantaged students, and Foster Youth consistently underperform. In ELA, English Learners scored 41 points below standard (Orange), SED students 5.4 points below (Orange), and Foster Youth 71.1 points below (Red). Similarly, in Math, English Learners were 68.7 points below standard (Orange), SED students 44.3 points below (Yellow), and Foster Youth 108.8 points below (Orange).</p> <p>Scope: LEA-wide</p>	Maintaining social-emotional and academic intervention (GEAR UP) classes at the secondary level provides critical support for unduplicated pupils—including foster youth, English Learners, and socioeconomically disadvantaged students—by offering a structured elective course that integrates SEL (social-emotional learning) lessons with academic skill-building. These classes help students develop resilience, self-management, and a sense of belonging, all of which are key predictors of academic engagement and long-term success. Research shows that SEL programs in schools significantly improve students’ social-emotional skills, attitudes, behavior, and academic performance, with effects lasting well beyond the intervention period (Durlak et al., 2011, Child Development).	The effectiveness of this action will be assessed using CA Dashboard Indicators for English Language Arts and Mathematics and course grades, specifically tracking the performance of English Learners, Long-Term English Learners, Socioeconomically Disadvantaged Students, and Foster Youth. (M7.1-M7.4, & M7.9)
7.31	<p>Action: Counselors at High Impact High Schools</p> <p>Need: English Learners (ELs) in the Placentia-Yorba Linda Unified School District continue to demonstrate significant academic needs across multiple indicators, underscoring the need for additional targeted support. On the 2023–2024 CA Dashboard, only 11.4% of EL students met or exceeded standards in</p>	Continuing to provide an English Language Development (ELD) Counselor at Valencia High School and a Counselor at El Camino High School is essential for ensuring that the academic, social, and emotional needs of Unduplicated Pupils (UPs)—including English Learners (ELs), socioeconomically disadvantaged (SED) students, and Foster Youth (FY)—are adequately monitored and supported. Research consistently shows that targeted counseling services are crucial for the success of these student groups, who often face	The effectiveness of this action will be assessed using CA Dashboard Indicators, specifically tracking the performance of English Learners, Long-Term English Learners, Socioeconomically Disadvantaged Students, and Foster Youth. (M7.1-M7.6, M7.9)

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<p>English Language Arts (ELA), with a Distance from Standard (DFS) of 44.4 points below, placing them in the Orange performance band—far below the overall district rate of 65.32% and DFS of 35.6 above. Similarly, only 11.5% of EL students met or exceeded standards in Math, with a DFS of 64.9 points below standard, compared to the district's 55.95% proficiency rate and DFS of 11 above. While the district maintained Green performance overall in both content areas, EL students remain among the lowest-performing subgroups.</p> <p>Scope: Schoolwide</p>	<p>additional barriers such as language challenges, cultural adjustments, and socio-economic stressors that can impact their academic and emotional well-being (Wang et al., 2014). Having dedicated counselors who specialize in ELD services allows schools to provide personalized academic guidance, ensure proper course placements, and offer socio-emotional support that helps ELs and other UPs navigate school successfully (Brock, 2010).</p>	
7.32	<p>Action: Secondary Intervention Classrooms</p> <p>Need: Despite overall improvements in suspension and chronic absenteeism rates districtwide, middle and high school student groups—particularly Foster Youth, English Learners (ELs), and Socioeconomically Disadvantaged (SED) students—continue to exhibit elevated levels of need, signaling the necessity for additional behavioral intervention supports. In 2023–2024, the district's suspension rate declined to 0.6% (Blue), yet Foster Youth remained in the Yellow performance band with 6.5% suspended at least once. Chronic absenteeism also decreased districtwide from 17.8% to 12.2% (Yellow); however, rates for Foster Youth (27.8%), ELs (19.4%), and SED</p>	<p>Continuing to maintain school-based intervention programs at secondary schools is essential for addressing the academic, behavioral, and social-emotional needs of Unduplicated Pupils (UPs), including socio-economically disadvantaged (SED), English Learners (ELs), and Foster Youth (FY). These programs play a critical role in closing achievement gaps and reducing suspension rates, which are often disproportionately high for UPPs. Research has consistently shown that targeted intervention programs, which provide personalized support in academic, behavioral, and social-emotional areas, significantly improve student outcomes by addressing the specific challenges these students face (Baker et al., 2006; Sugai & Simonsen, 2012).</p>	<p>The effectiveness of this action will be assessed using CA Dashboard Indicators for English Language Arts and Mathematics, Chronic Absenteeism, and Suspensions. (M7.1-M7.4)</p>

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<p>students (18.6%) remain significantly higher than average.</p> <p>Scope: LEA-wide</p>		
7.35	<p>Action: Dual Language Academy</p> <p>Need: English Learners (ELs) in the Placentia-Yorba Linda Unified School District continue to demonstrate significant academic needs across multiple indicators, underscoring the need for additional targeted support. On the 2023–2024 CA Dashboard, only 11.4% of EL students met or exceeded standards in English Language Arts (ELA), with a Distance from Standard (DFS) of 44.4 points below, placing them in the Orange performance band—far below the overall district rate of 65.32% and DFS of 35.6 above. Similarly, only 11.5% of EL students met or exceeded standards in Math, with a DFS of 64.9 points below standard, compared to the district’s 55.95% proficiency rate and DFS of 11 above. While the district maintained Green performance overall in both content areas, EL students remain among the lowest-performing subgroups.</p> <p>Scope: Schoolwide</p>	<p>Expanding and supporting a Dual Language Academy (DLA) through a 90/10 model starting in Transitional Kindergarten (TK) and Kindergarten, providing Spanish intervention after school and in the summer, and establishing a high school DLA program at Esperanza High School is a strategic approach to promoting bilingualism, biliteracy, grade-level academic achievement, and cross-cultural competence. Research has consistently shown that dual language immersion programs not only support the development of proficiency in two languages but also enhance academic outcomes for students, particularly English Learners (ELs) and socio-economically disadvantaged (SED) students (Thomas & Collier, 2002). The 90/10 model, where the majority of instruction is delivered in the target language (Spanish in this case) in the early grades, has been shown to accelerate language acquisition while maintaining high academic standards in both languages (Genesse, 2008).</p>	<p>The effectiveness of this action will be assessed using CA Dashboard Indicators for English Language Arts and Mathematics as well as student course performance. (M7.1, M7.2, & M7.9)</p>

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
7.38	<p>Action: Interpretation Services</p> <p>Need: Achievement data from the 2023–2024 CA Dashboard reveals persistent academic performance gaps for English Learners (ELs), Socioeconomically Disadvantaged (SED) students, and Foster Youth (FY) in both English Language Arts and Mathematics. While districtwide performance remains strong—Green in ELA with 65.32% meeting or exceeding standards and 35.6 points above standard, and Green in Math at 55.95% and 11 points above standard—ELs scored 44.4 points below standard in ELA and 64.9 points below in Math, placing them in the Orange and Yellow performance bands, respectively. These gaps highlight the critical need for increased family engagement, particularly among linguistically diverse families.</p> <p>Scope: LEA-wide</p>	Offering interpretation assistance for materials and support for families attending conferences, meetings, trainings, or committee sessions is crucial for ensuring equitable access to educational opportunities and fostering meaningful family engagement, especially for families of English Learners (ELs). Research shows that effective communication between schools and families is essential for student success, particularly for EL families who may face language barriers that hinder their ability to fully participate in school-related activities (Garcia & deCorte, 2012). Providing interpretation services enables parents to engage in conversations about their child's education, understand academic expectations, and actively participate in decision-making processes, such as IEP meetings or parent-teacher conferences (Lopez et al., 2016).	The effectiveness of this action will be assessed using CA Dashboard Indicators for English Language Arts and Mathematics, specifically tracking the performance of English Learners, Long-Term English Learners, Socioeconomically Disadvantaged Students, and Foster Youth. (M7.1-M7.9)
8.1	<p>Action: Behavioral Intervention and Support</p> <p>Need: Students across the district—particularly student groups such as Students with Disabilities (SWD), English Learners (ELs), socioeconomically disadvantaged (SED) students, and Hispanic students—continue to demonstrate significant academic and behavioral needs. English Language Arts and</p>	Providing full-time Registered Behavior Technicians (RBTs) at each elementary school and intervention and attendance support at the secondary schools is a strategic required action to address the unique behavioral and academic challenges faced by Unduplicated Pupils (UPs) and Students with Disabilities. Research has shown that early behavioral intervention is critical for students who exhibit disruptive behaviors or experience difficulties in social-emotional regulation, both of which are common among UPs	The effectiveness of this action will be measured through the CA Dashboard Indicators for English Language Arts and Mathematics for Students with Disabilities, Socioeconomically Disadvantaged, Hispanic Students, and English Learners. (M8.1 & M8.2)

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<p>Mathematics performance on the CA Dashboard remains in the Red indicator for these groups, with especially alarming Distance from Standard (DFS) scores. Progress remains particularly low for SWD and ELs across multiple sites, with several schools reporting 0–10% of students meeting or exceeding standards. Additionally, chronic absenteeism rates remain high among these subgroups, further impacting academic outcomes. These persistent academic and attendance disparities signal an urgent need for comprehensive, targeted behavioral interventions and support systems to improve engagement, access, and achievement.</p> <p>Scope: LEA-wide</p>	<p>(Sugai & Simonsen, 2012). RBTs are highly trained professionals who can implement evidence-based behavioral interventions to help students develop positive behaviors, improve social skills, and engage in classroom activities more effectively (Ferguson et al., 2015).</p>	
8.2	<p>Action: Mental Health Support</p> <p>Need: Students across the district—particularly student groups such as Students with Disabilities (SWD), English Learners (ELs), socioeconomically disadvantaged (SED) students, and Hispanic students—continue to demonstrate significant academic and behavioral needs. English Language Arts and Mathematics performance on the CA Dashboard remains in the Red indicator for these groups, with especially alarming Distance from Standard (DFS) scores. Progress remains particularly low for SWD and ELs across multiple sites, with several schools</p>	<p>Providing additional psychologists at school sites to support the unique needs of students who are at risk, particularly socio-economically disadvantaged (SED) and foster youth (FY) students, is a critical required action for promoting their mental health and well-being. Research consistently shows that students from these groups are more likely to experience mental health challenges, such as anxiety, depression, and trauma, which can hinder their academic success and overall school engagement (Perry et al., 2013). Having additional psychologists available allows for timely identification of emotional and behavioral concerns and ensures that students receive targeted, evidence-based interventions to support their mental health (Weist et al., 2003).</p>	<p>The effectiveness of this action will be measured through the CA Dashboard Indicators for English Language Arts and Mathematics for Long-Term English Learners and Foster Youth and Chronic Absenteeism for groups that are currently Red at sites. (M8.1, M8.2, & M8.6)</p>

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<p>reporting 0–10% of students meeting or exceeding standards. Additionally, chronic absenteeism rates remain high among these subgroups, further impacting academic outcomes. These persistent academic and attendance disparities signal an urgent need for comprehensive, targeted behavioral interventions and support systems to improve engagement, access, and achievement.</p> <p>Scope: LEA-wide</p>		
8.3	<p>Action: Behavioral Support and Supervision</p> <p>Need: Students across the district—particularly student groups such as Students with Disabilities (SWD), English Learners (ELs), socioeconomically disadvantaged (SED) students, and Hispanic students—continue to demonstrate significant academic and behavioral needs. English Language Arts and Mathematics performance on the CA Dashboard remains in the Red indicator for these groups, with especially alarming Distance from Standard (DFS) scores. Progress remains particularly low for SWD and ELs across multiple sites, with several schools reporting 0–10% of students meeting or exceeding standards. Additionally, chronic absenteeism rates remain high among these subgroups, further impacting academic outcomes. These persistent academic and attendance disparities signal an urgent need</p>	<p>Maintaining two ABA (Applied Behavior Analysis) supervisors to provide consultation, collaboration, interventions, and transitional support is essential for addressing students' behavioral and social-emotional needs, particularly for those with disabilities or at risk. ABA supervisors play a critical role in overseeing the implementation of behavior intervention plans, ensuring they are evidence-based and tailored to meet individual student needs (Horner et al., 2014). Their expertise ensures that Registered Behavior Technicians (RBTs) are effectively supervised and supported in their work, allowing for consistent, high-quality behavioral interventions that improve student outcomes (LeBlanc et al., 2005). This support is particularly beneficial for students who experience behavioral challenges, as these interventions can reduce disruptive behaviors, improve social interactions, and increase engagement in the classroom (Cook et al., 2015).</p>	<p>The effectiveness of this action will be measured through the CA Dashboard Indicators for English Language Arts and Mathematics for Students with Disabilities, Socioeconomically Disadvantaged Students, Hispanic Students, and English Learners. (M8.1 & M8.2)</p>

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<p>for comprehensive, targeted behavioral interventions and support systems to improve engagement, access, and achievement.</p> <p>Scope: LEA-wide</p>		
9.1	<p>Action: Class Size Reduction</p> <p>Need: El Camino Real Continuation High School was identified as receiving the lowest performance levels on the CA Dashboard. Schoolwide indicators in the Red include: English Language Arts, Math, English Learner Progress, and College and Career Readiness.</p> <p>Scope: Schoolwide</p>	<p>Providing additional teaching staff at El Camino Real Continuation High School to maintain lower class sizes is essential for better serving the academic needs of students, particularly those who may face greater challenges in traditional educational settings. Research consistently shows that smaller class sizes allow for more individualized attention, which is crucial for students who are at-risk, including those at continuation high schools (Krueger, 2003). With reduced student-to-teacher ratios, teachers can more effectively tailor instruction to meet the diverse academic needs of students, provide timely feedback, and foster a supportive learning environment. For continuation high school students, who may face significant barriers to academic success, such as past school disengagement or personal hardships, the opportunity to receive more personalized instruction can greatly improve their engagement, academic outcomes, and overall school experience (Balfanz et al., 2007).</p>	<p>The effectiveness of this action will be measured through the CA Dashboard Indicators for English Language Arts, Math, English Learner Progress and College and Career Readiness at El Camino. (M9.1, M9.2, M9.4, M9.10)</p>

Limited Actions

For each action being solely provided to one or more unduplicated student group(s), provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) being served, (2) how the action is designed to address the identified need(s), and (3) how the effectiveness of the action in improving outcomes for the unduplicated student group(s) will be measured.

Goal and Action #	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness
3.2	<p>Action: Additional EL Sections at Secondary Schools</p> <p>Need: In the 2024 CA Dashboard, English Learners performed at the Orange level in English Language Arts (ELA) and the Yellow level in Math, compared to the districtwide Green performance in both subjects. The English Learner Progress Indicator declined to Orange, presenting an opportunity for future growth. The College/Career Indicator for English Learners was Yellow, while the districtwide level was Green. Chronic absenteeism among English Learners remained consistent with districtwide levels. Additionally, the Graduation Rate Indicator for English Learners was at the Green level, slightly below the districtwide Blue level, highlighting a minor performance gap.</p> <p>Scope: Limited to Unduplicated Student Group(s)</p>	This action strengthens the district's English Language Development (ELD) program by ensuring that all English Learners receive both designated and integrated English instruction, fostering language acquisition and improving academic achievement across all subject areas. Research supports the effectiveness of integrated and designated ELD in promoting language development and content mastery (Goldenberg, 2008; Saunders, Goldenberg, & Marcelletti, 2013).	The effectiveness of this action will be measured through the CA Dashboard indicators for English Learners in English Language Arts, Math, Chronic Absenteeism, College/Career, English Learner Progress, and Graduation Rate. (M3.1-M3.3, M3.5, & M3.7)
3.3	<p>Action: Bilingual Aides</p> <p>Need: In the 2024 CA Dashboard, English Learners performed at the Orange level in English Language Arts (ELA) and the Yellow level in</p>	Providing bilingual instructional aides at high-impact schools is a proven strategy for supporting English learners (ELs) by enhancing comprehension, engagement, and academic performance through language support. Research by Slavin & Cheung (2005) found that bilingual education programs, including the use of bilingual	The effectiveness of this action will be measured through the CA Dashboard indicators for English Learners in English Language Arts, Math, Chronic Absenteeism,

Goal and Action #	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness
	<p>Math, compared to the districtwide Green performance in both subjects. The English Learner Progress Indicator declined to Orange, presenting an opportunity for future growth. The College/Career Indicator for English Learners was Yellow, while the districtwide level was Green. Chronic absenteeism among English Learners remained consistent with districtwide levels. Additionally, the Graduation Rate Indicator for English Learners was at the Green level, slightly below the districtwide Blue level, highlighting a minor performance gap.</p> <p>Scope: Limited to Unduplicated Student Group(s)</p>	<p>aides, lead to significantly better outcomes for ELs compared to English-only instruction. Additionally, the National Academies of Sciences, Engineering, and Medicine (2017) emphasize that integrating students' home language into instruction promotes cognitive development and long-term academic success.</p>	<p>College/Career, English Learner Progress, and Graduation Rate. (M3.1-M3.3, M3.5, & M3.7)</p>
3.7	<p>Action: ELD Instruction and Support</p> <p>Need: Elementary English Learner (EL) students continue to face significant academic challenges in both English Language Arts and Mathematics. Based on iReady Diagnostic data, only 22% of EL students were early on grade level or above in ELA and 15% in Math by Winter 2023-24—reflecting only modest gains from the prior year. Similarly, the CA Dashboard shows that less than 12% of EL students met or exceeded standards in both ELA and Math, with Distance from Standard (DFS) scores remaining substantially below grade level (-44.4 in ELA and -64.9 in Math).</p> <p>Scope:</p>	<p>Providing English Language Development (ELD) Academic Support Teachers at elementary schools is essential to ensuring that English learners (ELs) receive targeted language instruction and academic support throughout the year. Research indicates that dedicated ELD instruction significantly improves ELs' English proficiency and academic achievement, particularly when integrated into daily learning (Saunders, Goldenberg, & Marcelletti, 2013). The National Academies of Sciences, Engineering, and Medicine (2017) also emphasize that ELs benefit most when they receive structured, research-based ELD support alongside core content instruction.</p>	<p>The effectiveness of this action will be measured through the CA Dashboard indicators for English Learners in English Language Arts and Math and local assessments such as the iReady Diagnostic for Reading and Math. (M3.2, M3.3, M3.8, & M3.9)</p>

Goal and Action #	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness
	Limited to Unduplicated Student Group(s)		
3.8	<p>Action: ELD Teacher Support</p> <p>Need: In the 2024 CA Dashboard, English Learners performed at the Orange level in English Language Arts (ELA) and the Yellow level in Math, compared to the districtwide Green performance in both subjects. The English Learner Progress Indicator declined to Orange, presenting an opportunity for future growth. The College/Career Indicator for English Learners was Yellow, while the districtwide level was Green. Chronic absenteeism among English Learners remained consistent with districtwide levels. Additionally, the Graduation Rate Indicator for English Learners was at the Green level, slightly below the districtwide Blue level, highlighting a minor performance gap.</p> <p>Scope: Limited to Unduplicated Student Group(s)</p>	Providing increased District English Language Development (ELD) Teacher on Special Assignment (TOSA) support at all school sites is vital for enhancing the quality and consistency of ELD instruction and services across the district. Research shows that effective ELD instruction, when delivered by experienced teachers with specialized knowledge, significantly improves English learners' language proficiency and academic outcomes (Goldenberg, 2008).	The effectiveness of this action will be measured through the CA Dashboard indicators for English Learners in English Language Arts, Math, Chronic Absenteeism, College/Career, English Learner Progress and Graduation Rate. (M3.1-M3.3 and M3.5-M3.7)
3.9	<p>Action: Translation Services</p> <p>Need: In the 2024 CA Dashboard, English Learners performed at the Orange level in English Language Arts (ELA) and the Yellow level in Math, compared to the districtwide Green performance in both subjects. The English Learner Progress Indicator declined to</p>	Continuing to provide district translation services is crucial for supporting English learners (ELs) and their families, ensuring effective communication and fostering greater parental engagement and participation. Research shows that when parents of ELs have access to translated materials and support, they are more likely to be actively involved in their child's education, which positively impacts academic outcomes (Mapp & Kuttner, 2013).	The effectiveness of this action will be measured through the CA Dashboard indicators and local indicators for English Learners. (M3.1-M3.16).

Goal and Action #	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness
	<p>Orange, presenting an opportunity for future growth. The College/Career Indicator for English Learners was Yellow, while the districtwide level was Green. Chronic absenteeism among English Learners remained consistent with districtwide levels. Additionally, the Graduation Rate Indicator for English Learners was at the Green level, slightly below the districtwide Blue level, highlighting a minor performance gap.</p> <p>Scope: Limited to Unduplicated Student Group(s)</p>		
3.10	<p>Action: English Language Assessment Center</p> <p>Need: Recent ELPAC results indicate a decline in the percentage of English Learners (ELs) achieving Level 4 in key literacy domains. From Fall 2023 to Fall 2024, the percentage of ELs scoring Level 4 in Reading dropped from 12% to 10%, and in Writing from 19% to 14%. While Listening scores remained flat at 23%, and Speaking saw a slight decline from 52% to 50%.</p> <p>Scope: Limited to Unduplicated Student Group(s)</p>	Continuing to provide centralized language assessment services within the Family Resource Center is essential for the accurate identification and assessment of English learners (ELs), as well as for the coordination of appropriate services. Research highlights that early and accurate identification of ELs is critical for ensuring they receive the right support to succeed academically (Francis, Rivera, Lesaux, Kieffer, & Rivera, 2006). Centralized services streamline the assessment process, reduce delays, and ensure consistency in identifying language needs across the district.	The effectiveness of this action will be measured through the CA Dashboard indicators for English Learners in English Language Arts, Math, Chronic Absenteeism, College/Career, and Graduation Rate.
3.12	<p>Action: Bilingual Community Liaisons</p> <p>Need:</p>	Continuing to provide Bilingual School/Community Student Advisors at sites with high populations of English learners (ELs) is critical for supporting both students and their families in navigating educational systems and resources. Research	The effectiveness of this action will be measured through the CA Dashboard indicators for English Learners in English

Goal and Action #	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness
	<p>English Learners (ELs) in the Placentia-Yorba Linda Unified School District continue to demonstrate significant academic needs across multiple indicators, underscoring the need for additional targeted support. On the 2023–2024 CA Dashboard, only 11.4% of EL students met or exceeded standards in English Language Arts (ELA), with a Distance from Standard (DFS) of 44.4 points below, placing them in the Orange performance band—far below the overall district rate of 65.32% and DFS of 35.6 above. Similarly, only 11.5% of EL students met or exceeded standards in Math, with a DFS of 64.9 points below standard, compared to the district’s 55.95% proficiency rate and DFS of 11 above. While the district maintained Green performance overall in both content areas, EL students remain among the lowest-performing subgroups.</p> <p>Scope: Limited to Unduplicated Student Group(s)</p>	<p>highlights that bilingual advisors can bridge cultural and linguistic gaps, helping ELs and their families better access academic support, services, and community resources (Garcia & Kleifgen, 2010). By having advisors who speak the home language of the families, schools can foster stronger relationships and ensure families feel more included in the educational process, leading to increased student engagement and academic success.</p>	<p>Language Arts, Math, Chronic Absenteeism, College/Career, English Learner Progress and Graduation Rate. (M3.1-M3.3 and M3.5-M3.7)</p>
3.13	<p>Action: Administrative Support</p> <p>Need: Despite improvements in reclassification rates (from 14% to 26%) and notable progress in graduation and college/career readiness indicators for English Learners (ELs), PYLUSD continues to face significant challenges in accelerating English Learner achievement and language proficiency. The percentage of ELs making progress toward English proficiency</p>	<p>Continuing to provide administrative support and leadership at the district office is essential for effectively implementing the English learner (EL) program in accordance with state and federal guidelines. Research demonstrates that strong administrative leadership is crucial for ensuring compliance with regulations and the successful implementation of EL programs (Menken & Korth, 2008). By overseeing program development, monitoring progress, and ensuring adherence to legal requirements, district leadership can help</p>	<p>The effectiveness of this action will be measured through the CA Dashboard indicators and local indicators for English Learners. (M3.1-M3.16).</p>

Goal and Action #	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness
	<p>declined from 54.2% to 50.3%. Additionally, ELs continue to underperform in ELA and math on both iReady and CAASPP, with DFS scores widening in ELA and only modest gains in math. Writing performance across grade spans has also declined sharply. These indicators signal an urgent need for strengthened leadership, systemic alignment, and targeted supports to ensure equitable outcomes for English Learners across the district.</p> <p>Scope: Limited to Unduplicated Student Group(s)</p>	ensure that ELs receive appropriate services, resources, and support.	
3.16	<p>Action: ELD Coordination</p> <p>Need: Despite improvements in reclassification rates (from 14% to 26%) and notable progress in graduation and college/career readiness indicators for English Learners (ELs), PYLUSD continues to face significant challenges in accelerating English Learner achievement and language proficiency. The percentage of ELs making progress toward English proficiency declined from 54.2% to 50.3%. Additionally, ELs continue to underperform in ELA and math on both iReady and CAASPP, with DFS scores widening in ELA and only modest gains in math. Writing performance across grade spans has also declined sharply. These indicators signal an urgent need for strengthened leadership, systemic alignment, and targeted supports to ensure equitable</p>	Continuing to provide support at the site level for the coordination of the English learner (EL) program is essential for ensuring fidelity to the program's goals and effectively meeting the needs of EL students. Research underscores that site-level coordination plays a critical role in maintaining program consistency and aligning instructional practices with the specific needs of ELs (August & Shanahan, 2006). By having dedicated support at the school site, districts can monitor the implementation of EL strategies, provide targeted professional development, and ensure that teachers have the resources necessary to deliver high-quality instruction.	The effectiveness of this action will be measured through the CA Dashboard indicators and local indicators for English Learners. (M3.1-M3.7 & M3.10-M3.16).

Goal and Action #	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness
	<p>outcomes for English Learners across the district.</p> <p>Scope: Limited to Unduplicated Student Group(s)</p>		
3.18	<p>Action: Guided Language Acquisition and Design (GLAD)</p> <p>Need: English Learners (ELs) in the Placentia-Yorba Linda Unified School District continue to demonstrate significant academic needs across multiple indicators, underscoring the need for additional targeted support. On the 2023–2024 CA Dashboard, only 11.4% of EL students met or exceeded standards in English Language Arts (ELA), with a Distance from Standard (DFS) of 44.4 points below, placing them in the Orange performance band—far below the overall district rate of 65.32% and DFS of 35.6 above. Similarly, only 11.5% of EL students met or exceeded standards in Math, with a DFS of 64.9 points below standard, compared to the district’s 55.95% proficiency rate and DFS of 11 above. While the district maintained Green performance overall in both content areas, EL students remain among the lowest-performing subgroups.</p> <p>Scope: Limited to Unduplicated Student Group(s)</p>	<p>Providing OCDE Guided Language Acquisition Design (GLAD) training is crucial for building academic language and literacy for all students, particularly English learners (ELs) and emergent bilingual students. Research indicates that GLAD strategies are effective in enhancing language acquisition by integrating academic content with language development in a systematic and engaging way (Echevarria, Vogt, & Short, 2017). GLAD's focus on visual, interactive, and collaborative learning helps ELs develop both academic language and critical thinking skills, leading to improved comprehension and performance in core subjects (Genesee, Lindholm-Leary, Saunders, & Christian, 2006).</p>	<p>The effectiveness of this action will be measured through the percentage of English Learners scoring Level 4 on the ELPAC in reading, writing, listening, and speaking. (M3.12-M3.16)</p>

Goal and Action #	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness
4.1	<p>Action: AVID Excel program for LTELs</p> <p>Need: A performance gap exists between Long-Term English Learners (LTELs) and their peers, with only 5.2% of LTELs meeting or exceeding standards in ELA, compared to 65.3% of all PYLUSD students. In Math, just 3.6% of LTELs meet or exceed standards, compared to 55.9% of all PYLUSD students.</p> <p>Scope: Limited to Unduplicated Student Group(s)</p>	Continuing to provide the AVID Excel Summer Bridge and year-long program is essential for supporting English learners (ELs) in their language development and academic achievement. Research has shown that programs like AVID Excel, which focus on both language development and college-readiness skills, are highly effective in closing achievement gaps for ELs (Cordova-Cobo & Garcia, 2019).	The effectiveness of this action will be measured by the percentage of LTELs meeting or exceeding standards on the CAASPP for ELA and Math. (M4.1 & M4.2)
4.2	<p>Action: English Learner Sections at Secondary Schools</p> <p>Need: A performance gap exists between Long-Term English Learners (LTELs) and their peers, with only 5.2% of LTELs meeting or exceeding standards in ELA, compared to 65.3% of all PYLUSD students. In Math, just 3.6% of LTELs meet or exceed standards, compared to 55.9% of all PYLUSD students.</p> <p>Scope: Limited to Unduplicated Student Group(s)</p>	Continuing to provide Bridging and Expanding ELD sections across middle and high schools is critical for ensuring that Long-Term English Learners (LTELs) receive both designated and integrated ELD instruction, which is essential for their academic success. Research shows that targeted ELD instruction, which combines explicit language development with content-area learning, significantly supports LTELs in acquiring academic language and achieving success across subjects (Echevarria, Vogt, & Short, 2017).	The effectiveness of this action will be measured by the percentage of LTELs scoring a Level 4 on ELPAC in reading, writing, listening, and speaking. (M4.6-M4.9)
5.1	<p>Action: McKinney Vento Support Staff</p> <p>Need:</p>	Continuing to provide equitable services for socio-economically disadvantaged students through Family Resource Centers (FRCs), along with a McKinney-Vento TOSA and support staff, is essential for addressing the systemic barriers	The effectiveness of this action will be measured through the CA Dashboard indicators for Socio-economically

Goal and Action #	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness
	<p>The number of identified homeless students in PYLUSD has risen to 3,475 in 2023-2024, reflecting the continued and growing need for comprehensive support services. While the district has seen encouraging gains in graduation rates (from 88.8% to 92.5%) and reductions in chronic absenteeism (from 31.6% to 22.6%), significant academic achievement gaps persist. Homeless students remain substantially below grade level in both English Language Arts (DFS -44.5) and Mathematics (DFS -79.2), with both indicators dropping from Yellow to Orange on the CA Dashboard. Moreover, only 29.9% of homeless students are considered college/career prepared, a figure that has remained stagnant over two years.</p> <p>Scope: Limited to Unduplicated Student Group(s)</p>	<p>these students face. The 2024 CA Dashboard data highlights persistent achievement gaps. Research confirms that wraparound support services, including community linkages and parental engagement, significantly improve student outcomes by addressing non-academic barriers such as housing instability, food insecurity, and lack of access to educational resources (Moore et al., 2014). Additionally, the McKinney-Vento Act mandates support for homeless and highly mobile students, ensuring they receive consistent educational opportunities (NCHE, 2020).</p>	<p>Disadvantaged Students, specifically Homeless students. (M5.10-M5.15)</p>
5.4	<p>Action: McKinney Vento Program Support</p> <p>Need: The number of identified homeless students in PYLUSD has risen to 3,475 in 2023-2024, reflecting the continued and growing need for comprehensive support services. While the district has seen encouraging gains in graduation rates (from 88.8% to 92.5%) and reductions in chronic absenteeism (from 31.6% to 22.6%), significant academic achievement gaps persist. Homeless students remain substantially below grade level in both English Language Arts (DFS -44.5) and</p>	<p>Continuing to bolster the academic achievement of homeless students through after-school tutoring is essential in addressing the educational challenges faced by this vulnerable population. Research indicates that students experiencing homelessness are at a significantly higher risk of academic struggles due to frequent school disruptions, lack of access to resources, and increased stress (Masten et al., 2015). Targeted tutoring programs provide consistent academic support, helping to mitigate learning loss and improve student performance, particularly in core subjects such as reading and math (Hernandez, 2011).</p>	<p>The effectiveness of this action will be measured through the CA Dashboard indicators for Socio-economically Disadvantaged Students, specifically Homeless students. (M5.10-M5.15)</p>

Goal and Action #	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness
	<p>Mathematics (DFS -79.2), with both indicators dropping from Yellow to Orange on the CA Dashboard. Moreover, only 29.9% of homeless students are considered college/career prepared, a figure that has remained stagnant over two years.</p> <p>Scope: Limited to Unduplicated Student Group(s)</p>		
5.5	<p>Action: Family Literacy and Math Nights</p> <p>Need: In 2024, the academic performance of Socio-Economically Disadvantaged (SED) students remained in the Orange performance level on the CA Dashboard for English Language Arts (ELA) and Yellow for Math, while the districtwide performance was Green for both subjects. Additionally, the College/Career Indicator for SED students remained at the Orange level, compared to the districtwide Green level. However, chronic absenteeism among SED students decreased, bringing their attendance rates in line with the overall district.</p> <p>Scope: Limited to Unduplicated Student Group(s)</p>	<p>Facilitating family literacy and math nights is a crucial strategy for supporting the academic success of socio-economically disadvantaged (SED) students by equipping families with the tools to reinforce learning at home. Research shows that parental involvement in literacy and math development significantly improves student achievement, particularly for low-income families (Van Voorhis et al., 2013). Providing phonics training, reading strategy instruction, and foundational math skills workshops empowers parents to support their children's learning, leading to stronger academic outcomes and increased confidence in both reading and math (Sénéchal & Young, 2008).</p>	<p>The effectiveness of this action will be measured through the CA Dashboard indicators for Socio-economically Disadvantaged Students in English Language Arts and Math. (M5.1 & M5.2)</p>
5.6	<p>Action: Elementary School Counselors at High Impact Sites</p> <p>Need:</p>	<p>Full-time counselors at these sites will focus on improving attendance, supporting academic achievement, and promoting emotional well-being. This targeted support is intended to reduce chronic absenteeism rates, close opportunity gaps, and ensure equitable access to student success</p>	<p>The effectiveness of this action will be measured through the CA Dashboard indicators for Socio-economically Disadvantaged Students</p>

Goal and Action #	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness
	<p>Chronic absenteeism rates at these targeted schools remain high or very high compared to the rest of the district. These schools serve large populations of students who qualify for free or reduced-price lunch and are disproportionately impacted by barriers to consistent attendance. The CA Dashboard Chronic Absenteeism indicator remains in the Orange and Yellow for these schools.</p> <p>Scope: Limited to Unduplicated Student Group(s)</p>	resources. Research from the American School Counselor Association (ASCA) and other studies has shown that schools with lower student-to-counselor ratios see improved attendance rates, stronger academic outcomes, and enhanced social-emotional support, particularly in schools serving high-needs populations (Lapan, Gysbers, & Petroski, 2001; ASCA, 2019).	(M5.1, M5.2, M5.5, M5.7, & M5.8)
5.7	<p>Action: Additional Transportation Support</p> <p>Need: In 2023-2024, the district identified 3,475 homeless students—an increase from the prior year—many of whom lack consistent means to access school. While the chronic absenteeism rate for homeless students improved from 31.6% to 22.6%, it remains significantly higher than the district average, and the academic outcomes for this group remain well below standards in both ELA (DFS -44.5) and Math (DFS -79.2). Similarly, students identified as socioeconomically disadvantaged (SED) have seen improvement in chronic absenteeism, from 26.6% in 2022-2023 (Red) to 18.6% in 2023-2024 (Yellow). However, nearly 1 in 5 SED students are still chronically absent—often due to transportation challenges. These attendance issues contribute directly to lower academic performance and diminished long-</p>	Providing additional transportation routes at high-impact sites is essential for ensuring that socio-economically disadvantaged (SED) students can access school consistently, thereby reducing chronic absenteeism. Research highlights transportation barriers as a significant contributor to absenteeism among low-income students, directly impacting their academic achievement and long-term success (Gottfried, 2017). Studies show that students who face transportation challenges are more likely to miss school, leading to lower test scores, decreased engagement, and higher dropout rates (Balfanz & Byrnes, 2012). By expanding transportation services, districts can remove a critical barrier to attendance, ensuring that SED students have equitable access to education and the support needed for academic success.	The effectiveness of this action will be measured through the CA Dashboard indicators for Socio-economically Disadvantaged Students in Chronic Absenteeism. (M5.5)

Goal and Action #	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness
	<p>term outcomes, especially for students already facing systemic inequities.</p> <p>Scope: Limited to Unduplicated Student Group(s)</p>		
5.8	<p>Action: Additional Administrative Support at High Impact Sites</p> <p>Need: Glenview, Rio Vista, Tynes, Kraemer, and Valadez serve student populations with complex needs. These campuses face persistent challenges related to high numbers of socioeconomically disadvantaged and English Learner students, chronic absenteeism, and the need for tiered interventions.</p> <p>Scope: Limited to Unduplicated Student Group(s)</p>	<p>Continuing to provide assistant principals at high-impact Title I school sites is essential for supporting student achievement, reducing chronic absenteeism, and improving student safety. Research shows that strong school leadership is a key factor in fostering academic success, particularly in schools serving low-income students (Leithwood et al., 2020). Assistant principals play a critical role in implementing data-driven interventions, supporting teachers, and ensuring students receive necessary academic and behavioral support (Grissom et al., 2021). Additionally, their presence helps address chronic absenteeism by strengthening attendance monitoring systems, engaging families, and removing barriers to consistent school attendance (Balfanz & Byrnes, 2012).</p>	<p>The effectiveness of this action will be measured through the CA Dashboard indicators and local indicators for Socio-economically Disadvantaged Students. (M5.1 - M5.9)</p>
5.9	<p>Action: Advancement Via Individual Determination (AVID) Program</p> <p>Need: On the California School Dashboard, the College and Career Readiness Indicator (CCRI) is currently rated orange for key student groups in PYLUSD, including homeless students, English Learners, and students with disabilities. This designation highlights significant opportunity gaps and the urgent need for targeted interventions to</p>	<p>The AVID (Advancement Via Individual Determination) program supports unduplicated pupils such as low-income students, long-term English learners, foster youth, and homeless students by building academic skills, college awareness, and a strong support system that prepares them for postsecondary success. AVID promotes equity through strategies like focused note-taking, academic tutorials, and college readiness activities that directly address barriers faced by these student groups. Implementing AVID ensures consistent access and helps create a college-going culture across schools. Research</p>	<p>The effectiveness of this action will be measured through the CA Dashboard indicators for Socio-economically Disadvantaged Students in English Language Arts, Math, College/Career, and Chronic Absenteeism (M5.1, M5.2, M5.4, M5.5, M5.6, M5.11 - M5.16).</p>

Goal and Action #	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness
	<p>improve postsecondary preparedness for these student populations.</p> <p>Scope: Limited to Unduplicated Student Group(s)</p>	shows AVID students are more likely to complete college entrance requirements and enroll in college compared to their peers (AVID Center, 2022).	
6.1	<p>Action: Tutoring Services for FY</p> <p>Need: In 2024, the academic performance of Foster Youth (FY) on the CA Dashboard improved to the Yellow performance level in English Language Arts (ELA) but declined to Red in Math, while the districtwide performance remained Green for both subjects. The Suspension Indicator for Foster Youth was at the Yellow level, compared to the districtwide Blue level. Additionally, chronic absenteeism for Foster Youth remained higher than the districtwide average, with an Orange performance level.</p> <p>Scope: Limited to Unduplicated Student Group(s)</p>	Continuing to provide both in-district and out-of-district tutoring services for Foster Youth (FY) is essential to addressing their unique academic challenges and closing achievement gaps. The 2024 CA Dashboard highlights persistent disparities. Research shows that Foster Youth face frequent school disruptions, leading to gaps in learning, lower academic performance, and higher dropout rates (Pecora et al., 2012). Targeted tutoring interventions have been shown to improve educational outcomes for at-risk students by providing individualized academic support, strengthening foundational skills, and increasing engagement (Zetlin et al., 2010).	The effectiveness of this action will be measured through the CA Dashboard indicators for Foster Youth Students in English Language Arts and Math. (M6.1 & M6.1)
6.6	<p>Action: Professional Development for Staff</p> <p>Need: In 2024, the academic performance of Foster Youth (FY) on the CA Dashboard improved to the Yellow performance level in English Language Arts (ELA) but declined to Red in Math, while the districtwide performance remained Green for both subjects. The</p>	Providing professional development for staff to increase awareness and understanding of the unique needs of Foster Youth (FY) is essential for creating a supportive and inclusive school environment that fosters academic success and emotional well-being. Research indicates that FY students face significant educational barriers, including frequent school changes, trauma, and lack of stable academic support, which contribute to lower achievement levels and higher dropout	The effectiveness of this action will be measured through the CA Dashboard indicators for Foster Youth Students in English Language Arts, Math, Suspension, and Chronic Absenteeism. (M6.1-M6.4)

Goal and Action #	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness
	<p>Suspension Indicator for Foster Youth was at the Yellow level, compared to the districtwide Blue level. Additionally, chronic absenteeism for Foster Youth remained higher than the districtwide average, with an Orange performance level.</p> <p>Scope: Limited to Unduplicated Student Group(s)</p>	<p>rates (Pecora et al., 2012). Educator training on trauma-informed practices, social-emotional learning, and the specific challenges FY students encounter has been shown to improve student-teacher relationships, enhance classroom engagement, and increase academic resilience (Clemens et al., 2017).</p>	

For any limited action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage, as applicable.

Not Applicable

Additional Concentration Grant Funding

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

PYLUSD does not receive concentration grant funding. N/A

Staff-to-student ratios by type of school and concentration of unduplicated students	Schools with a student concentration of 55 percent or less	Schools with a student concentration of greater than 55 percent
Staff-to-student ratio of classified staff providing direct services to students	N/A	N/A

Staff-to-student ratios by type of school and concentration of unduplicated students	Schools with a student concentration of 55 percent or less	Schools with a student concentration of greater than 55 percent
Staff-to-student ratio of certificated staff providing direct services to students	N/A	N/A

2025-26 Total Expenditures Table

LCAP Year	1. Projected LCFF Base Grant (Input Dollar Amount)	2. Projected LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Input Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)
Totals	\$248,880,904	\$23,846,390	9.581%	0.000%	9.581%

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals	\$233,542,469.57	\$8,063,765.21	\$189,920.86	\$2,233,517.65	\$244,029,673.29	\$236,439,545.77	\$7,590,127.52

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
1	1.1	Targeted Intervention	All	No			All Schools	25-26 School Year	\$143,816.00	\$0.00	\$0.00	\$143,816.00	\$0.00	\$0.00	\$143,816.00	
1	1.2	Foundational Math	All	No			All Schools	25-26 School Year	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
1	1.3	Foundational Writing	All	No			All Schools	25-26 School Year	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
1	1.4	Computer Science	All	No			All Schools		\$119,030.18	\$0.00	\$0.00	\$75,000.00	\$0.00	\$44,030.18	\$119,030.18	
1	1.5	Middle School Athletics	All	No			All Schools Middle School		\$113,436.00	\$133,500.00	\$0.00	\$246,936.00	\$0.00	\$0.00	\$246,936.00	
1	1.6	PLUS Program	Students with Disabilities	No			Specific Schools: Venture Academy		\$0.00	\$30,000.00	\$0.00	\$30,000.00	\$0.00	\$0.00	\$30,000.00	
1	1.7	ADVANCE Program	Students with Disabilities	No			Specific Schools: El Camino Real Continuation High School and Venture Academy		\$67,492.63	\$0.00	\$0.00	\$67,492.63	\$0.00	\$0.00	\$67,492.63	
1	1.8	Preschool Program	All	No			All Schools Preschool students		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
1	1.9	Engaged Community	All	No			All Schools		\$0.00	\$31,230.00	\$31,230.00	\$0.00	\$0.00	\$0.00	\$31,230.00	
1	1.10	5th/6th Grade Combination Class Elimination	All	No			All Schools 5th and 6th Grade		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
1	1.11	Innovative Programs	All	No			All Schools		\$75,000.00	\$132,068.00	\$0.00	\$207,068.00	\$0.00	\$0.00	\$207,068.00	
2	2.1	Districtwide Staffing	All	No			All Schools		\$203,791,159.74	\$0.00	\$203,791,159.74	\$0.00	\$0.00	\$0.00	\$203,791,159.74	
2	2.2	Professional Development, Training, and Task Forces	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$1,011,369.74	\$177,254.95	\$581,611.90	\$555,028.33	\$0.00	\$51,984.46	\$1,188,624.69	
2	2.3	Instructional Materials, Supplies, and Services	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$1,700.00	\$751,693.13	\$21,700.00	\$731,693.13	\$0.00	\$0.00	\$753,393.13	
2	2.4	State Testing	All	No			All Schools		\$70,000.00	\$0.00	\$70,000.00	\$0.00	\$0.00	\$0.00	\$70,000.00	
2	2.5	Resource Distribution	All	No			All Schools		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
2	2.6	Training for Classified Staff	All	No			All Schools		\$0.00	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	
3	3.1	English Language Development (ELD) Professional Development	English Learners	No			All Schools		\$48,326.60	\$5,000.00	\$0.00	\$53,326.60	\$0.00	\$0.00	\$53,326.60	
3	3.2	Additional EL Sections at Secondary Schools	English Learners	Yes	Limited to Unduplicated Student Group(s)	English Learners	Middle School and High School		\$175,223.25	\$0.00	\$175,223.25	\$0.00	\$0.00	\$0.00	\$175,223.25	
3	3.3	Bilingual Aides	English Learners	Yes	Limited to Unduplicated Student Group(s)	English Learners	Specific Schools: Morse, Melrose, Topaz, Glenview		\$384,363.12	\$0.00	\$384,363.12	\$0.00	\$0.00	\$0.00	\$384,363.12	

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
3	3.4	Special Education Staff Training	Students with Disabilities	No			Specific Schools: Melrose Ruby Topaz Rio Vista Glenview Valadez Kraemer Tuffree Valencia El Dorado Esperanza		\$13,449.92	\$0.00	\$0.00	\$0.00	\$13,449.92	\$0.00	\$13,449.92	
3	3.5	English Language Proficiency Assessments for California (ELPAC)	English Learners	No			All Schools		\$285,096.16	\$0.00	\$145,096.16	\$140,000.00	\$0.00	\$0.00	\$285,096.16	
3	3.6	Additional Instructional Materials for EL Support	English Learners	No			All Schools		\$0.00	\$72,141.20	\$0.00	\$72,141.20	\$0.00	\$0.00	\$72,141.20	
3	3.7	ELD Instruction and Support	English Learners	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools Elementary		\$1,228,191.08	\$0.00	\$1,228,191.08	\$0.00	\$0.00	\$0.00	\$1,228,191.08	
3	3.8	ELD Teacher Support	English Learners	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools		\$445,670.79	\$4,000.00	\$115,167.32	\$0.00	\$82,549.80	\$251,953.67	\$449,670.79	
3	3.9	Translation Services	English Learners	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools		\$84,343.95	\$0.00	\$84,343.95	\$0.00	\$0.00	\$0.00	\$84,343.95	
3	3.10	English Language Assessment Center	English Learners	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools		\$325,994.15	\$18,500.00	\$263,554.03	\$80,940.12	\$0.00	\$0.00	\$344,494.15	

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
					s)											
3	3.11	District English Learner Advisory Committee (DELAC) and English Learner Advisory Committee (ELAC) Groups	All English Learners	No			All Schools		\$4,842.40	\$15,157.60	\$0.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00	
3	3.12	Bilingual Community Liaisons	English Learners	Yes	Limited to Unduplicated Student Group(s)	English Learners	Specific Schools: Melrose, Glenview, Valadez, Bernardo Yorba (OCSCS), Kraemer		\$336,402.94	\$0.00	\$336,402.94	\$0.00	\$0.00	\$0.00	\$336,402.94	
3	3.13	Administrative Support	English Learners	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools		\$199,176.17	\$0.00	\$199,176.17	\$0.00	\$0.00	\$0.00	\$199,176.17	
3	3.14	Melrose Literacy Coach	All	No			Specific Schools: Melrose Elementary		\$139,749.99	\$0.00	\$0.00	\$139,749.99	\$0.00	\$0.00	\$139,749.99	
3	3.15	EL Progress Monitoring and Intervention	English Learners	No			All Schools		\$30,000.00	\$0.00	\$0.00	\$30,000.00	\$0.00	\$0.00	\$30,000.00	
3	3.16	ELD Coordination	English Learners	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools High School		\$69,000.00	\$0.00	\$69,000.00	\$0.00	\$0.00	\$0.00	\$69,000.00	
3	3.17	ELD Summer Program	English Learners	No			All Schools Elementary		\$286,830.24	\$38,775.00	\$0.00	\$325,605.24	\$0.00	\$0.00	\$325,605.24	
3	3.18	Guided Language Acquisition and Design (GLAD)	English Learners	Yes	Limited to Unduplicated Student	English Learners	All Schools		\$35,000.00	\$150,000.00	\$185,000.00	\$0.00	\$0.00	\$0.00	\$185,000.00	

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
					Group(s)											
3	3.19	English Learner Master Plan	English Learners	No			All Schools		\$58,581.00	\$181,770.00	\$0.00	\$0.00	\$0.00	\$240,351.00	\$240,351.00	
3	3.20	Needs-Responsive Schools	All	No			All Schools		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
3	3.21	English Learner Snapshot	English Learners	No			All Schools		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
4	4.1	AVID Excel program for LTELs	English Learners	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools Middle School		\$177,036.70	\$40,170.00	\$68,982.64	\$0.00	\$0.00	\$148,224.06	\$217,206.70	
4	4.2	English Learner Sections at Secondary Schools	English Learners	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools Middle and High School		\$511,848.53	\$0.00	\$511,848.53	\$0.00	\$0.00	\$0.00	\$511,848.53	
4	4.3	English Language Development Curriculum	Long-Term English Learners	No			All Schools		\$0.00	\$57,000.00	\$0.00	\$57,000.00	\$0.00	\$0.00	\$57,000.00	
4	4.4	EL Progress Monitoring	Long-Term English Learners	No			All Schools		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
4	4.5	OCDE LTEL Network	Long-Term English Learners	No			All Schools		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
4	4.6	ELAC and DELAC	Long-Term English Learners	No			All Schools		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
4	4.7	LTEL Engagement	Long-Term English Learners	No			All Schools		\$0.00	\$58,581.00	\$0.00	\$0.00	\$0.00	\$58,581.00	\$58,581.00	

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4	4.8	At-risk for LTEL	Long-Term English Learners	No			All Schools		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
4	4.9	LTEL Identification	Long-Term English Learners	No			All Schools		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
4	4.10	Academic Progress Check-ins	Long-Term English Learners	No			All Schools		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
4	4.11	Professional Development	Long-Term English Learners	No			All Schools		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
4	4.12	Goal-Setting	Long-Term English Learners	No			All Schools		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
4	4.13	Progress Monitoring	Long-Term English Learners	No			All Schools		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
5	5.1	McKinney Vento Support Staff	English Learners Foster Youth Low Income	Yes	Limited to Unduplicated Student Group(s)	English Learners Foster Youth Low Income	All Schools		\$442,865.55	\$0.00	\$365,076.05	\$0.00	\$0.00	\$77,789.50	\$442,865.55	
5	5.2	McKinney Vento Tutoring	Homeless Students	No			All Schools		\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,000.00	\$20,000.00	
5	5.3	McKinney Vento Classified Support	Homeless Students	No			All Schools		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
5	5.4	McKinney Vento Program Support	Low Income	Yes	Limited to Unduplicated Student Group(s)	Low Income	All Schools		\$179,214.10	\$0.00	\$179,214.10	\$0.00	\$0.00	\$0.00	\$179,214.10	

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5	5.5	Family Literacy and Math Nights	Low Income	Yes	Limited to Unduplicated Student Group(s)	Low Income	Specific Schools: Brookhaven, Fairmont, Glenknoll, Golden, Mabel Paine, Morse, Sierra Vista, Topaz, Wagner, Woodsboro Elementary		\$8,054.40	\$4,550.00	\$12,604.40	\$0.00	\$0.00	\$0.00	\$12,604.40	
5	5.6	Elementary School Counselors at High Impact Sites	English Learners Foster Youth Low Income	Yes	Limited to Unduplicated Student Group(s)	English Learners Foster Youth Low Income	Specific Schools: Glenview, Rio Vista, Melrose, Morse, Ruby Drive, Topaz, Tynes		\$1,109,116.47	\$0.00	\$277,279.16	\$554,558.15	\$0.00	\$277,279.16	\$1,109,116.47	
5	5.7	Additional Transportation Support	Low Income	Yes	Limited to Unduplicated Student Group(s)	Low Income	Specific Schools: Valadez, Valencia, Tuffree		\$0.00	\$292,500.00	\$292,500.00	\$0.00	\$0.00	\$0.00	\$292,500.00	
5	5.8	Additional Administrative Support at High Impact Sites	Low Income	Yes	Limited to Unduplicated Student Group(s)	Low Income	Specific Schools: Glenview, Rio Vista, Tynes, Kraemer, and Valadez		\$966,971.11	\$0.00	\$966,971.11	\$0.00	\$0.00	\$0.00	\$966,971.11	
5	5.9	Advancement Via Individual Determination (AVID) Program		Yes	Limited to Unduplicated Student Group(s)		Specific Schools: Fairmont, Glenview, Golden, Lakeview, Mabel Paine,		\$764,452.72	\$168,564.68	\$933,017.40	\$0.00	\$0.00	\$0.00	\$933,017.40	

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							Melrose, Morse, Rio Vista, Ruby Drive, Topaz, Tynes, Van Buren, Wagner, Woodsboro, Bernardo Yorba, Kraemer, Travis Ranch, Tuffree, Valadez, Yorba Linda MS, El Camino, El Dorado, Esperanza, Valencia, and Yorba Linda High School.									
5	5.10	Community Engagement Initiative	All	No			Specific Schools: Melrose Elementary, Valadez Middle School		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
5	5.11	Title I Parent Advisory	SED Students	No			All Schools		\$0.00	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$0.00	\$4,000.00	
5	5.12	Project GLAD - Title I Instructional Coaches	SED Students	No			Specific Schools: Title I Schools		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
5	5.13	Melrose Family Resource Center / Health Clinics	All	No			Specific Schools: Melrose Elementary		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

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							ry									
5	5.14	Elementary Math Fellows & Title I Teaching Collaboration	All	No			Specific Schools: Title I Schools		\$20,057.28	\$0.00	\$0.00	\$20,057.28	\$0.00	\$0.00	\$20,057.28	
5	5.15	Mentoring Program	SED Students	No			All Schools		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
6	6.1	Tutoring Services for FY	Foster Youth	Yes	Limited to Unduplicated Student Group(s)	Foster Youth	All Schools		\$8,188.64	\$46,800.00	\$54,988.64	\$0.00	\$0.00	\$0.00	\$54,988.64	
6	6.2	Mentoring Services for FY	Foster Youth	No			All Schools		\$167,725.00	\$0.00	\$0.00	\$167,725.00	\$0.00	\$0.00	\$167,725.00	
6	6.3	Trauma-Informed Practices	Foster Youth	No			All Schools		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
6	6.4	Collaboration with Child Welfare Agencies	Foster Youth	No			All Schools		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
6	6.5	Family and Caregiver Engagement	Foster Youth	No			All Schools		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
6	6.6	Professional Development for Staff	Foster Youth	Yes	Limited to Unduplicated Student Group(s)	Foster Youth	All Schools		\$8,782.56	\$25,000.00	\$33,782.56	\$0.00	\$0.00	\$0.00	\$33,782.56	
6	6.7	Foster Youth Enrollment	Foster Youth	No			All Schools		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
7	7.1	Teacher Collaboration and Intervention Design	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$3,010,186.41	\$0.00	\$3,010,186.41	\$0.00	\$0.00	\$0.00	\$3,010,186.41	
7	7.2	Professional Learning Communities PD	All	No			All Schools		\$0.00	\$24,867.60	\$0.00	\$24,867.60	\$0.00	\$0.00	\$24,867.60	
7	7.3	Reduction of Class Sizes in TK/K	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools Elementary		\$1,360,931.16	\$0.00	\$1,360,931.16	\$0.00	\$0.00	\$0.00	\$1,360,931.16	

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7	7.4	Tier I Intervention	All	No			All Schools Elementary		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
7	7.5	Additional Intervention Support at Valencia High School	English Learners Foster Youth Low Income	Yes	School wide	English Learners Foster Youth Low Income	Specific Schools: Valencia High School		\$406,453.45	\$0.00	\$406,453.45	\$0.00	\$0.00	\$0.00	\$406,453.45	
7	7.6	Math Intervention Support for UPs	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income			\$499,534.98	\$0.00	\$499,534.98	\$0.00	\$0.00	\$0.00	\$499,534.98	
7	7.7	Professional Development focused on needs of EL, SED, and FY	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools Elementary Schools		\$149,946.08	\$40,000.00	\$189,946.08	\$0.00	\$0.00	\$0.00	\$189,946.08	
7	7.8	PYLUSD Induction Program	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$388,964.56	\$38,550.00	\$3,750.00	\$423,764.56	\$0.00	\$0.00	\$427,514.56	
7	7.9	Mental Health Support and Resources for Students and Families at Secondary Sites	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools Middle and High School		\$2,992,791.83	\$0.00	\$2,570,549.99	\$0.00	\$0.00	\$422,241.84	\$2,992,791.83	
7	7.10	Mental Health Support and Resources for Students and Families at Elementary Sites	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools Elementary		\$0.00	\$204,000.00	\$204,000.00	\$0.00	\$0.00	\$0.00	\$204,000.00	
7	7.11	Site Discretionary Funding for UPs	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$0.00	\$636,238.08	\$636,238.08	\$0.00	\$0.00	\$0.00	\$636,238.08	
7	7.12	Additional Support Staff at High Impact Sites	English Learners Foster Youth Low Income	Yes	School wide	English Learners Foster Youth Low Income	Specific Schools: Valencia, Van Buren, Brookhaven, Topaz, Woodsboro, Bryant Ranch, Mabel Paine,		\$285,675.48	\$0.00	\$285,675.48	\$0.00	\$0.00	\$0.00	\$285,675.48	

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							Melrose, Lakeview									
7	7.13	Additional Health Support at High Impact Sites	English Learners Foster Youth Low Income	Yes	School wide	English Learners Foster Youth Low Income	All Schools		\$720,639.35	\$0.00	\$720,639.35	\$0.00	\$0.00	\$0.00	\$720,639.35	
7	7.14	Instructional Aides for Physical Education	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools Elementary Schools		\$240,616.71	\$0.00	\$240,616.71	\$0.00	\$0.00	\$0.00	\$240,616.71	
7	7.15	Library Support at High Schools	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools High Schools		\$157,122.12	\$0.00	\$157,122.12	\$0.00	\$0.00	\$0.00	\$157,122.12	
7	7.16	District Teachers on Special Assignment (TOSA)	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$1,248,917.50	\$0.00	\$967,124.46	\$102,570.60	\$93,921.14	\$85,301.30	\$1,248,917.50	
7	7.17	District Leadership	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$2,469,624.25	\$0.00	\$1,775,669.12	\$562,946.31	\$0.00	\$131,008.82	\$2,469,624.25	
7	7.18	Administrative Support	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$114,954.00	\$0.00	\$57,477.00	\$57,477.00	\$0.00	\$0.00	\$114,954.00	
7	7.19	College and Career Technicians	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools High Schools		\$478,133.73	\$0.00	\$448,011.32	\$30,122.41	\$0.00	\$0.00	\$478,133.73	
7	7.20	Multi-Tiered Systems of Support	All	No			All Schools		\$19,032.00	\$0.00	\$0.00	\$19,032.00	\$0.00	\$0.00	\$19,032.00	
7	7.21	Data Dashboard and Analysis System	All	No			All Schools		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
7	7.22	Collaborative Task Forces	All	No			All Schools		\$120,816.00	\$0.00	\$0.00	\$120,816.00	\$0.00	\$0.00	\$120,816.00	
7	7.23	Attendance Tracking and Early Intervention	All	No			All Schools		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
7	7.24	School and District Attendance Review Teams	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth	All Schools		\$183,000.00	\$0.00	\$183,000.00	\$0.00	\$0.00	\$0.00	\$183,000.00	

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						Low Income										
7	7.25	Professional Development for Core Content Curriculum and Instruction	All	No			All Schools		\$175,483.20	\$0.00	\$0.00	\$175,483.20	\$0.00	\$0.00	\$175,483.20	
7	7.26	Student Study Team and 504 Plan Coordination	All	No			All Schools		\$174,473.40	\$0.00	\$0.00	\$174,473.40	\$0.00	\$0.00	\$174,473.40	
7	7.27	GEAR UP Program	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income			\$486,718.11	\$0.00	\$261,148.11	\$225,570.00	\$0.00	\$0.00	\$486,718.11	
7	7.28	High School Credit Recovery Programs	All	No			Specific Schools: El Camino Real Continuation High School		\$218,733.14	\$500.00	\$0.00	\$219,233.14	\$0.00	\$0.00	\$219,233.14	
7	7.29	Suicide Prevention	All	No			All Schools Middle and High School		\$0.00	\$16,974.40	\$0.00	\$16,974.40	\$0.00	\$0.00	\$16,974.40	
7	7.30	Learning Recovery Programs	All	No			All Schools		\$0.00	\$808,683.26	\$0.00	\$808,683.26	\$0.00	\$0.00	\$808,683.26	
7	7.31	Counselors at High Impact High Schools	English Learners Foster Youth Low Income	Yes	School wide	English Learners Foster Youth Low Income	Specific Schools: Valencia High School and El Camino Real Continuation High School		\$276,096.57	\$0.00	\$276,096.57	\$0.00	\$0.00	\$0.00	\$276,096.57	
7	7.32	Secondary Intervention Classrooms	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools Middle and High School		\$337,910.00	\$70,100.00	\$408,010.00	\$0.00	\$0.00	\$0.00	\$408,010.00	
7	7.33	Career Technical Education (CTE)	All	No			All Schools High School		\$383,929.49	\$2,719,574.62	\$2,206,633.93	\$722,393.18	\$0.00	\$174,477.00	\$3,103,504.11	

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7	7.34	Parent Engagement	All	No			All Schools Specific Schools: Title I Schools		\$0.00	\$129,000.00	\$0.00	\$0.00	\$0.00	\$129,000.00	\$129,000.00	
7	7.35	Dual Language Academy	English Learners Foster Youth Low Income	Yes	School wide	English Learners Foster Youth Low Income	Specific Schools: Glenview , Bernardo Yorba (OCSCS) , and Esperanza HS		\$0.00	\$7,000.00	\$7,000.00	\$0.00	\$0.00	\$0.00	\$7,000.00	
7	7.36	Dual Enrollment	All	No			All Schools High School		\$0.00	\$100,000.00	\$0.00	\$100,000.00	\$0.00	\$0.00	\$100,000.00	
7	7.37	SPSA Development	All	No			All Schools		\$77,365.27	\$0.00	\$77,365.27	\$0.00	\$0.00	\$0.00	\$77,365.27	
7	7.38	Interpretation Services	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income			\$4,000.00	\$0.00	\$4,000.00	\$0.00	\$0.00	\$0.00	\$4,000.00	
7	7.39	Site-level Awareness	All	No			All Schools		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
8	8.1	Behavioral Intervention and Support	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools Elementary		\$3,104,497.78	\$170,000.00	\$3,104,497.78	\$170,000.00	\$0.00	\$0.00	\$3,274,497.78	
8	8.2	Mental Health Support	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$750,511.84	\$0.00	\$750,511.84	\$0.00	\$0.00	\$0.00	\$750,511.84	
8	8.3	Behavioral Support and Supervision	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$297,644.16	\$0.00	\$176,348.50	\$0.00	\$0.00	\$121,295.66	\$297,644.16	
8	8.4	Attendance and Student Services Support	All	No			All Schools		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
8	8.5	Attendance Monitoring and Analysis	All	No			All Schools		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

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8	8.6	Attendance Recovery Program	All	No			All Schools		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
8	8.7	School Attendance Review Teams (SART) and District Attendance Review Teams (DART)	All	No			All Schools		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
8	8.8	Districtwide Positive Behavior Interventions and Supports	All	No			All Schools		\$0.00	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00	
8	8.9	Implement Attendance Strategies in IEPs	Students with Disabilities	No			All Schools		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
8	8.10	Community Engagement via Parent Education	All	No			All Schools		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
8	8.11	Flexible Scheduling and Accommodations	Students with Disabilities	No			All Schools		\$0.00	\$13,424.00	\$0.00	\$13,424.00	\$0.00	\$0.00	\$13,424.00	
8	8.12	Professional Development for Educators	Students with Disabilities	No			All Schools		\$30,000.00	\$0.00	\$0.00	\$30,000.00	\$0.00	\$0.00	\$30,000.00	
8	8.13	High School Co-taught Algebra 1A and 1B Courses	All	No			All Schools High School		\$280,000.00	\$0.00	\$280,000.00	\$0.00	\$0.00	\$0.00	\$280,000.00	
8	8.14	ATSI Collaboration	All	No					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
8	8.15	College and Career Readiness	All	No			All Schools High School		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
8	8.16	Engagement of Parents of Students with Disabilities	Students with Disabilities	No			All Schools		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
8	8.17	Additional Academic Support for Melrose Elementary	All	No			Specific Schools: Melrose Elementary School		\$0.00	\$150,000.00	\$0.00	\$150,000.00	\$0.00	\$0.00	\$150,000.00	
9	9.1	Class Size Reduction	English Learners Foster Youth Low Income	Yes	School wide	English Learners Foster Youth Low Income	Specific Schools: El Camino Real Continuation High School		\$882,447.61	\$0.00	\$882,447.61	\$0.00	\$0.00	\$0.00	\$882,447.61	

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9	9.2	AVID Program	All	No			Specific Schools: El Camino Real Continuation High School		\$0.00	\$7,960.00	\$0.00	\$7,960.00	\$0.00	\$0.00	\$7,960.00	
9	9.3	Student Discipline Systems and Practices	All	No			Specific Schools: El Camino Real Continuation High School		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
9	9.4	Counseling Support and Academic Guidance	All	No			Specific Schools: El Camino Real Continuation High School		\$184,836.48	\$0.00	\$0.00	\$184,836.48	\$0.00	\$0.00	\$184,836.48	
9	9.5	College and Career	All	No			Specific Schools: El Camino Real Continuation High School		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
9	9.6	College Link	All	No			Specific Schools: El Camino Real Continuation High School		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
9	9.7	Math Achievement	All	No			Specific Schools: El Camino Real Continuation High School		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
9	9.8	ELA Achievement	All	No			Specific Schools: El		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
							Camino Real Continuation High School									
9	9.9	Targeted Intervention	All	No			Specific Schools: El Camino Real Continuation High School		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
9	9.10	Training to Support English Learners	All	No			Specific Schools: El Camino Real Continuation High School		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
9	9.11	Attendance Monitoring	All	No			Specific Schools: El Camino Real Continuation High School		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
9	9.12	Flexible Scheduling	All	No			Specific Schools: El Camino Real Continuation High School		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

2025-26 Contributing Actions Table

1. Projected LCFF Base Grant	2. Projected LCFF Supplemental and/or Concentration Grants	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)	4. Total Planned Contributing Expenditures (LCFF Funds)	5. Total Planned Percentage of Improved Services (%)	Planned Percentage to Increase or Improve Services for the Coming School Year (4 divided by 1, plus 5)	Totals by Type	Total LCFF Funds
\$248,880,904	\$23,846,390	9.581%	0.000%	9.581%	\$26,926,984.47	0.000%	10.819 %	Total:	\$26,926,984.47
								LEA-wide Total:	\$17,611,985.56
								Limited Total:	\$6,736,686.45
								Schoolwide Total:	\$2,578,312.46

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
2	2.2	Professional Development, Training, and Task Forces	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$581,611.90	
2	2.3	Instructional Materials, Supplies, and Services	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$21,700.00	
3	3.2	Additional EL Sections at Secondary Schools	Yes	Limited to Unduplicated Student Group(s)	English Learners	Middle School and High School	\$175,223.25	
3	3.3	Bilingual Aides	Yes	Limited to Unduplicated Student Group(s)	English Learners	Specific Schools: Morse, Melrose, Topaz, Glenview	\$384,363.12	
3	3.7	ELD Instruction and Support	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools Elementary	\$1,228,191.08	
3	3.8	ELD Teacher Support	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools	\$115,167.32	

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
3	3.9	Translation Services	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools	\$84,343.95	
3	3.10	English Language Assessment Center	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools	\$263,554.03	
3	3.12	Bilingual Community Liaisons	Yes	Limited to Unduplicated Student Group(s)	English Learners	Specific Schools: Melrose, Glenview, Valadez, Bernardo Yorba (OCSCS), Kraemer	\$336,402.94	
3	3.13	Administrative Support	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools	\$199,176.17	
3	3.16	ELD Coordination	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools High School	\$69,000.00	
3	3.18	Guided Language Acquisition and Design (GLAD)	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools	\$185,000.00	
4	4.1	AVID Excel program for LTELs	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools Middle School	\$68,982.64	
4	4.2	English Learner Sections at Secondary Schools	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools Middle and High School	\$511,848.53	
5	5.1	McKinney Vento Support Staff	Yes	Limited to Unduplicated Student Group(s)	English Learners Foster Youth Low Income	All Schools	\$365,076.05	
5	5.4	McKinney Vento Program Support	Yes	Limited to Unduplicated Student Group(s)	Low Income	All Schools	\$179,214.10	
5	5.5	Family Literacy and Math Nights	Yes	Limited to Unduplicated Student Group(s)	Low Income	Specific Schools: Brookhaven, Fairmont, Glenknoll, Golden, Mabel Paine, Morse, Sierra Vista, Topaz,	\$12,604.40	

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
						Wagner, Woodsboro Elementary		
5	5.6	Elementary School Counselors at High Impact Sites	Yes	Limited to Unduplicated Student Group(s)	English Learners Foster Youth Low Income	Specific Schools: Glenview, Rio Vista, Melrose, Morse, Ruby Drive, Topaz, Tynes	\$277,279.16	
5	5.7	Additional Transportation Support	Yes	Limited to Unduplicated Student Group(s)	Low Income	Specific Schools: Valadez, Valencia, Tuffree	\$292,500.00	
5	5.8	Additional Administrative Support at High Impact Sites	Yes	Limited to Unduplicated Student Group(s)	Low Income	Specific Schools: Glenview, Rio Vista, Tynes, Kraemer, and Valadez	\$966,971.11	
5	5.9	Advancement Via Individual Determination (AVID) Program	Yes	Limited to Unduplicated Student Group(s)		Specific Schools: Fairmont, Glenview, Golden, Lakeview, Mabel Paine, Melrose, Morse, Rio Vista, Ruby Drive, Topaz, Tynes, Van Buren, Wagner, Woodsboro, Bernardo Yorba, Kraemer, Travis Ranch, Tuffree, Valadez, Yorba Linda MS, El Camino, El Dorado, Esperanza, Valencia, and Yorba Linda High School.	\$933,017.40	
5	6.1	Tutoring Services for FY	Yes	Limited to Unduplicated Student Group(s)	Foster Youth	All Schools	\$54,988.64	

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
6	6.6	Professional Development for Staff	Yes	Limited to Unduplicated Student Group(s)	Foster Youth	All Schools	\$33,782.56	
7	7.1	Teacher Collaboration and Intervention Design	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$3,010,186.41	
7	7.3	Reduction of Class Sizes in TK/K	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools Elementary	\$1,360,931.16	
7	7.5	Additional Intervention Support at Valencia High School	Yes	Schoolwide	English Learners Foster Youth Low Income	Specific Schools: Valencia High School	\$406,453.45	
7	7.6	Math Intervention Support for UPs	Yes	LEA-wide	English Learners Foster Youth Low Income		\$499,534.98	
7	7.7	Professional Development focused on needs of EL, SED, and FY	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools Elementary Schools	\$189,946.08	
7	7.8	PYLUSD Induction Program	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$3,750.00	
7	7.9	Mental Health Support and Resources for Students and Families at Secondary Sites	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools Middle and High School	\$2,570,549.99	
7	7.10	Mental Health Support and Resources for Students and Families at Elementary Sites	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools Elementary	\$204,000.00	
7	7.11	Site Discretionary Funding for UPs	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$636,238.08	
7	7.12	Additional Support Staff at High Impact Sites	Yes	Schoolwide	English Learners Foster Youth Low Income	Specific Schools: Valencia, Van Buren, Brookhaven, Topaz, Woodsboro, Bryant Ranch, Mabel Paine, Melrose, Lakeview	\$285,675.48	

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
7	7.13	Additional Health Support at High Impact Sites	Yes	Schoolwide	English Learners Foster Youth Low Income	All Schools	\$720,639.35	
7	7.14	Instructional Aides for Physical Education	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools Elementary Schools	\$240,616.71	
7	7.15	Library Support at High Schools	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools High Schools	\$157,122.12	
7	7.16	District Teachers on Special Assignment (TOSA)	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$967,124.46	
7	7.17	District Leadership	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$1,775,669.12	
7	7.18	Administrative Support	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$57,477.00	
7	7.19	College and Career Technicians	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools High Schools	\$448,011.32	
7	7.24	School and District Attendance Review Teams	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$183,000.00	
7	7.27	GEAR UP Program	Yes	LEA-wide	English Learners Foster Youth Low Income		\$261,148.11	
7	7.31	Counselors at High Impact High Schools	Yes	Schoolwide	English Learners Foster Youth Low Income	Specific Schools: Valencia High School and El Camino Real Continuation High School	\$276,096.57	
7	7.32	Secondary Intervention Classrooms	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools Middle and High School	\$408,010.00	
7	7.35	Dual Language Academy	Yes	Schoolwide	English Learners Foster Youth Low Income	Specific Schools: Glenview, Bernardo Yorba (OCSCS), and	\$7,000.00	

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
						Esperanza HS		
7	7.38	Interpretation Services	Yes	LEA-wide	English Learners Foster Youth Low Income		\$4,000.00	
8	8.1	Behavioral Intervention and Support	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools Elementary	\$3,104,497.78	
8	8.2	Mental Health Support	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$750,511.84	
8	8.3	Behavioral Support and Supervision	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$176,348.50	
9	9.1	Class Size Reduction	Yes	Schoolwide	English Learners Foster Youth Low Income	Specific Schools: El Camino Real Continuation High School	\$882,447.61	

2024-25 Annual Update Table

Totals	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Expenditures (Total Funds)
Totals	\$247,369,903.26	\$244,533,502.10

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	1.1	Targeted Intervention	No	\$250,000.00	\$249,450.00
1	1.2	Foundational Math	No	\$0.00	\$0.00
1	1.3	Foundational Writing	No	\$0.00	\$0.00
1	1.4	Computer Science	No	\$151,718.40	\$128,669.12
1	1.5	Middle School Athletics	No	\$264,436.00	\$283,445.50
1	1.6	PLUS Program	No	\$25,000.00	\$23,000.00
1	1.7	ADVANCE Program	No	\$67,492.63	\$63,649.80
1	1.8	Preschool Program	No	\$6,500,000.00	\$6,111,430.90
1	1.9	Special Education Resources and Program	No	\$1,550,000.00	\$1,245,000.00
1	1.10	Engaged Community	No	\$12,000.00	\$11,500.00
1	1.11	5th/6th Grade Combination Class Elimination	No	\$360,000.00	\$360,000.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	1.12	Innovative Programs	No	\$1,188,800.00	\$989,794.50
2	2.1	Districtwide Staffing	No	\$197,039,738.44	\$196,753,946.21
2	2.2	Professional Development, Training, and Task Forces	Yes	\$1,310,432.08	\$467,160.55
2	2.3	Instructional Materials, Supplies, and Services	Yes	\$822,872.80	\$1,237,803.65
3	3.1	English Language Development (ELD) Professional Development	No	\$608,839.68	\$536,226.95
3	3.2	Additional EL Sections at Secondary Schools	Yes	\$160,000.00	\$172,139.03
3	3.3	Bilingual Aides	Yes	\$382,409.00	\$378,316.03
3	3.4	Special Education Training	Yes	\$7,500.00	\$7,548.00
3	3.5	English Language Proficiency Assessments for California (ELPAC)	No	\$285,096.16	\$229,789.00
3	3.6	Additional Instructional Materials for EL Support	No	\$88,000.00	\$11,522.66
3	3.7	ELD Instruction and Support	Yes	\$504,000.00	\$504,000.00
3	3.8	ELD Teacher Support	Yes	\$461,410.94	\$461,644.12
3	3.9	Translation Services	Yes	\$83,861.27	\$68,216.19

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
3	3.10	English Language Assessment Center	Yes	\$329,104.23	\$327,297.65
3	3.11	District English Learner Advisory Committee (DELAC) and English Learner Advisory Committee (ELAC) Groups	Yes	\$10,642.40	\$9,714.15
3	3.12	Bilingual Community Liaisons	Yes	\$311,760.39	\$291,726.84
3	3.13	Administrative Support	Yes	\$190,522.85	\$190,459.16
3	3.14	Melrose Literacy Coach	No	\$139,749.66	\$139,585.44
3	3.15	EL Progress Monitoring and Intervention	No	\$36,000.00	\$35,789.00
3	3.16	ELD Coordination	Yes	\$46,000.00	\$46,000.00
3	3.17	ELD Summer Program	No	\$108,535.08	\$126,363.77
3	3.18	Guided Language Acquisition and Design (GLAD)	Yes	\$125,000.00	\$148,274.50
3	3.19	English Learner Master Plan	No	\$0.00	\$0.00
4	4.1	AVID Excel Summer Bridge program for LTELs	Yes	\$142,521.66	\$117,386.70
4	4.2	English Learner Sections at Secondary Schools	Yes	\$489,222.97	\$502,715.61
4	4.3	English Language Development Curriculum	No	\$57,000.00	\$54,036.87
4	4.4	EL Progress Monitoring	No	\$0.00	\$0.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
4	4.5	OCDE LTEL Network	No	\$0.00	\$0.00
4	4.6	ELAC and DELAC	No	\$0.00	\$0.00
5	5.1	McKinney Vento Support Staff	Yes	\$492,464.36	\$394,532.19
5	5.2	McKinney Vento Tutoring	No	\$20,000.00	\$16,458.00
5	5.3	McKinney Vento Classified Support	No	\$10,520.00	\$9,170.76
5	5.4	McKinney Vento Program Support	Yes	\$169,433.06	\$175,442.28
5	5.5	Family Literacy and Math Nights	Yes	\$10,000.00	\$10,415.42
5	5.6	Elementary School Counselors at High Impact Sites	No	\$1,082,592.02	\$1,090,893.32
5	5.7	Additional Transportation Support	Yes	\$292,500.00	\$292,500.00
5	5.8	Additional Administrative Support at High Impact Sites	Yes	\$966,971.11	\$917,692.66
5	5.9	Advancement Via Individual Determination (AVID) Program	No	\$769,101.05	\$684,629.80
5	5.10	Community Engagement Initiative	No	\$0.00	\$0.00
5	5.11	Title I Parent Advisory	No	\$0.00	\$0.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
5	5.12	Project GLAD - Title I Instructional Coaches	No	\$22,750.00	\$0.00
5	5.13	Melrose Family Resource Center / Health Clinics	No	\$0.00	\$0.00
6	6.1	Tutoring Services for FY	Yes	\$54,988.64	\$32,500.00
6	6.2	Mentoring Services for FY	No	\$167,800.00	\$5,470.96
6	6.3	Trauma-Informed Practices	No	\$0.00	\$0.00
6	6.4	Collaboration with Child Welfare Agencies	No	\$0.00	\$0.00
6	6.5	Family and Caregiver Engagement	No	\$0.00	\$0.00
6	6.6	Professional Development for Staff	Yes	\$21,282.56	\$18,930.50
6	6.7	Foster Youth Enrollment	No	\$0.00	\$0.00
7	7.1	Teacher Collaboration and Intervention Design	Yes	\$3,010,186.41	\$3,010,186.41
7	7.2	Professional Learning Communities PD	No	\$20,000.00	\$19,500.00
7	7.3	Reduction of Class Sizes at High Impact Sites	Yes	\$2,000,000.00	\$2,000,000.00
7	7.4	Academic Support Teachers (ASTs)	Yes	\$2,384,697.57	\$2,531,161.13
7	7.5	Additional Intervention Support at Valencia High School	Yes	\$446,031.49	\$395,129.32

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
7	7.6	Math Intervention Support for UPs	No	\$720,000.00	\$720,000.00
7	7.7	Professional Development focused on needs of EL, SED, and FY	Yes	\$195,316.08	\$158,968.00
7	7.8	PYLUSD Induction Program	Yes	\$285,830.40	\$300,119.89
7	7.9	Mental Health Support and Resources for Students and Families at Secondary Sites	Yes	\$2,479,089.21	\$2,734,699.63
7	7.10	Mental Health Support and Resources for Students and Families at Elementary Sites	Yes	\$144,000.00	\$172,000.00
7	7.11	Site Discretionary Funding for UPs	Yes	\$659,628.00	\$659,628.00
7	7.12	Additional Support Staff at High Impact Sites	Yes	\$372,504.59	\$350,049.35
7	7.13	Additional Health Support at High Impact Sites	Yes	\$730,729.33	\$781,861.29
7	7.14	Instructional Aides for Physical Education	Yes	\$180,885.77	\$184,600.51
7	7.15	Library Support at High Schools	Yes	\$147,983.68	\$148,299.54
7	7.16	District Teachers on Special Assignment (TOSA)	Yes	\$1,771,457.22	\$1,664,196.51
7	7.17	District Leadership	Yes	\$2,105,145.80	\$1,980,659.12
7	7.18	Administrative Support	Yes	\$118,280.12	\$118,015.92

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
7	7.19	College and Career Technicians	Yes	\$438,423.42	\$350,718.35
7	7.20	Multi-Tiered Systems of Support	No	\$25,560.00	\$20,987.25
7	7.21	Data Dashboard and Analysis System	No	\$100,000.00	\$95,052.00
7	7.22	Collaborative Task Forces	No	\$80,544.00	\$48,328.83
7	7.23	Attendance Tracking and Early Intervention	No	\$0.00	\$0.00
7	7.24	School and District Attendance Review Teams	Yes	\$183,000.00	\$243,465,.64
7	7.25	Professional Development for Core Content Curriculum and Instruction	No	\$70,163.85	\$57,661.54
7	7.26	Student Study Team and 504 Plan Coordination	No	\$174,176.40	\$139,932.80
7	7.27	GEAR UP Program	No	\$476,800.80	\$397,166.62
7	7.28	High School Credit Recovery Programs	No	\$143,908.90	\$121,160.57
7	7.29	With Hope Program	No	\$16,000.00	\$14,689.97
7	7.30	Learning Recovery Programs	No	\$984,115.20	\$1,001,437.74
7	7.31	Counselors at High Impact High Schools	Yes	\$270,131.96	\$269,688.54
7	7.32	Secondary Intervention Classrooms	Yes	\$337,910.00	\$325,489.58

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
7	7.33	Career Technical Education (CTE)	No	\$3,513,377.26	\$3,391,554.31
7	7.34	Parent Engagement	No	\$129,000.00	\$88,000.00
7	7.35	Dual Language Academy	Yes	\$11,800.00	\$9,718.17
7	7.36	Dual Enrollment	No	\$5,000.00	\$4,093.27
7	7.37	SPSA Development	No	\$77,365.27	\$63,578.00
8	8.1	Behavioral Intervention and Support at Elementary Sites	Yes	\$1,996,224.19	\$1,686,638.50
8	8.2	Mental Health Support	Yes	\$748,911.00	\$734,312.26
8	8.3	Behavioral Support and Supervision	Yes	\$278,152.70	\$287,544.03
8	8.4	Attendance and Student Services Support	No	\$0.00	\$0.00
8	8.5	Attendance Monitoring and Analysis	No	\$0.00	\$0.00
8	8.6	Saturday School Program	No	\$0.00	\$0.00
8	8.7	School Attendance Review Teams (SART) and District Attendance Review Teams (DART)	No	\$0.00	\$0.00
8	8.8	Districtwide Positive Behavior Interventions and Supports	No	\$0.00	\$0.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
8	8.9	Implement Attendance Strategies in IEPs	No	\$0.00	\$0.00
8	8.10	Attendance Parent Education	No	\$0.00	\$0.00
8	8.11	Flexible Scheduling and Accommodations	No	\$35,000.00	\$23,485.80
8	8.12	Professional Development for Educators	No	\$30,000.00	\$24,503.40
8	8.13	High School Co-taught Algebra 1A and 1B Courses	No	\$207,000.00	\$207,000.00
8	8.14	ATSI Collaboration	No	\$8,782.56	\$0.00
8	8.15	College and Career Readiness	No	\$0.00	\$0.00
8	8.16	Engagement of Parents of Students with Disabilities	No		
9	9.1	Class Size Reduction	Yes	\$875,626.59	\$874,511.01
9	9.2	AVID Program	No	\$7,960.00	\$8,546.00
9	9.3	Student Discipline Systems and Practices	No	\$0.00	\$0.00
9	9.4	Counseling Support and Academic Guidance	No	\$183,134.05	\$182,925.51
9	9.5	College and Career	No	\$0.00	\$0.00
9	9.6	College Link	No	\$0.00	\$0.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
9	9.7	Math Achievement	No		
9	9.8	ELA Achievement	No		
9	9.9	Targeted Intervention	No		
9	9.10	Training to Support English Learners	No		
9	9.11	Attendance Monitoring	No		

2024-25 Contributing Actions Annual Update Table

6. Estimated LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	4. Total Planned Contributing Expenditures (LCFF Funds)	7. Total Estimated Expenditures for Contributing Actions (LCFF Funds)	Difference Between Planned and Estimated Expenditures for Contributing Actions (Subtract 7 from 4)	5. Total Planned Percentage of Improved Services (%)	8. Total Estimated Percentage of Improved Services (%)	Difference Between Planned and Estimated Percentage of Improved Services (Subtract 5 from 8)
24,337,332	\$26,017,478.62	\$26,017,478.00	\$0.62	0.000%	0.000%	0.000%

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
2	2.2	Professional Development, Training, and Task Forces	Yes	\$582,198.89	\$195,756.04	0.00	0.00
2	2.3	Instructional Materials, Supplies, and Services	Yes	\$22,700.00	\$15,952.07	0.00	0.00
3	3.2	Additional EL Sections at Secondary Schools	Yes	\$160,000.00	\$172,139.03	0.00	0.00
3	3.3	Bilingual Aides	Yes	\$382,409.00	\$628,316.03	0.00	0.00
3	3.4	Special Education Training	Yes	\$7,500.00	\$7,548.00	0.00	0.00
3	3.7	ELD Instruction and Support	Yes	\$504,000.00	\$504,000.00	0.00	0.00
3	3.8	ELD Teacher Support	Yes	\$273,892.47	\$274,399.89	0.00	0.00
3	3.9	Translation Services	Yes	\$83,861.27	\$68,216.19	0.00	0.00
3	3.10	English Language Assessment Center	Yes	\$250,818.73	\$249,689.26	0.00	0.00
3	3.11	District English Learner Advisory Committee (DELAC) and English Learner Advisory Committee (ELAC) Groups	Yes	\$10,642.40	\$9,714.15	0.00	0.00
3	3.12	Bilingual Community Liaisons	Yes	\$311,760.39	\$291,726.84	0.00	0.00
3	3.13	Administrative Support	Yes	\$190,522.85	\$190,459.16	0.00	0.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
3	3.16	ELD Coordination	Yes	\$46,000.00	\$46,000.00	0.00	0.00
3	3.18	Guided Language Acquisition and Design (GLAD)	Yes	\$125,000.00	\$62,385.00	0.00	0.00
4	4.1	AVID Excel Summer Bridge program for LTELs	Yes	\$39,297.60	\$39,752.63	0.00	0.00
4	4.2	English Learner Sections at Secondary Schools	Yes	\$489,222.97	\$502,715.61	0.00	0.00
5	5.1	McKinney Vento Support Staff	Yes	\$414,855.38	\$316,973.53	0.00	0.00
5	5.4	McKinney Vento Program Support	Yes	\$169,433.06	\$87,721.14	0.00	0.00
5	5.5	Family Literacy and Math Nights	Yes	\$10,000.00	\$10,415.42	0.00	0.00
5	5.7	Additional Transportation Support	Yes	\$292,500.00	\$292,500.00	0.00	0.00
5	5.8	Additional Administrative Support at High Impact Sites	Yes	\$966,971.11	\$917,692.66	0.00	0.00
6	6.1	Tutoring Services for FY	Yes	\$54,988.64	\$32,500.00	0.00	0.00
6	6.6	Professional Development for Staff	Yes	\$21,282.56	\$18,930.50	0.00	0.00
7	7.1	Teacher Collaboration and Intervention Design	Yes	\$3,010,186.41	\$3,578,093.37	0.00	0.00
7	7.3	Reduction of Class Sizes at High Impact Sites	Yes	\$2,000,000.00	\$2,000,000.00	0.00	0.00
7	7.4	Academic Support Teachers (ASTs)	Yes	\$2,384,697.57	\$2,531,161.13	0.00	0.00
7	7.5	Additional Intervention Support at Valencia High School	Yes	\$446,031.49	\$395,129.32	0.00	0.00
7	7.7	Professional Development focused on needs of EL, SED, and FY	Yes	\$195,316.08	\$158,968.00	0.00	0.00
7	7.8	PYLUSD Induction Program	Yes	\$3,750.00	\$947.30	0.00	0.00
7	7.9	Mental Health Support and Resources for Students and Families at Secondary Sites	Yes	\$2,237,785.50	\$2,502,851.57	0.00	0.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
7	7.10	Mental Health Support and Resources for Students and Families at Elementary Sites	Yes	\$144,000.00	\$172,000.00	0.00	0.00
7	7.11	Site Discretionary Funding for UPs	Yes	\$659,628.00	\$659,628.00	0.00	0.00
7	7.12	Additional Support Staff at High Impact Sites	Yes	\$372,504.59	\$350,049.35	0.00	0.00
7	7.13	Additional Health Support at High Impact Sites	Yes	\$730,729.33	\$781,861.29	0.00	0.00
7	7.14	Instructional Aides for Physical Education	Yes	\$180,885.77	\$184,600.51	0.00	0.00
7	7.15	Library Support at High Schools	Yes	\$147,983.68	\$148,299.54	0.00	0.00
7	7.16	District Teachers on Special Assignment (TOSA)	Yes	\$1,398,930.22	\$1,292,035.95	0.00	0.00
7	7.17	District Leadership	Yes	\$1,644,789.04	\$1,697,438.14	0.00	0.00
7	7.18	Administrative Support	Yes	\$59,140.06	\$0.00	0.00	0.00
7	7.19	College and Career Technicians	Yes	\$410,802.78	\$321,065.25	0.00	0.00
7	7.24	School and District Attendance Review Teams	Yes	\$183,000.00	\$243,465.64	0.00	0.00
7	7.31	Counselors at High Impact High Schools	Yes	\$270,131.96	\$269,688.54	0.00	0.00
7	7.32	Secondary Intervention Classrooms	Yes	\$337,910.00	\$325,489.58	0.00	0.00
7	7.35	Dual Language Academy	Yes	\$11,800.00	\$9,718.17	0.00	0.00
8	8.1	Behavioral Intervention and Support at Elementary Sites	Yes	\$1,996,224.19	\$1,686,638.50	0.00	0.00
8	8.2	Mental Health Support	Yes	\$748,911.00	\$734,312.26	0.00	0.00
8	8.3	Behavioral Support and Supervision	Yes	\$156,857.04	\$164,022.43	0.00	0.00
9	9.1	Class Size Reduction	Yes	\$875,626.59	\$874,511.01	0.00	0.00

2024-25 LCFF Carryover Table

9. Estimated Actual LCFF Base Grant (Input Dollar Amount)	6. Estimated Actual LCFF Supplemental and/or Concentration Grants	LCFF Carryover — Percentage (Percentage from Prior Year)	10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	8. Total Estimated Actual Percentage of Improved Services (%)	11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)	12. LCFF Carryover — Dollar Amount (Subtract 11 from 10 and multiply by 9)	13. LCFF Carryover — Percentage (12 divided by 9)
254,758,631	24,337,332	0.00	9.553%	\$26,017,478.00	0.000%	10.213%	\$0.00	0.000%

Local Control and Accountability Plan Instructions

[Plan Summary](#)

[Engaging Educational Partners](#)

[Goals and Actions](#)

[Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students](#)

For additional questions or technical assistance related to the completion of the Local Control and Accountability Plan (LCAP) template, please contact the local county office of education (COE), or the California Department of Education's (CDE's) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at LCFF@cde.ca.gov.

Introduction and Instructions

The Local Control Funding Formula (LCFF) requires local educational agencies (LEAs) to engage their local educational partners in an annual planning process to evaluate their progress within eight state priority areas encompassing all statutory metrics (COEs have 10 state priorities). LEAs document the results of this planning process in the LCAP using the template adopted by the State Board of Education.

The LCAP development process serves three distinct, but related functions:

- **Comprehensive Strategic Planning:** The process of developing and annually updating the LCAP supports comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the California School Dashboard (California Education Code [EC] Section 52064[e][1]). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.
- **Meaningful Engagement of Educational Partners:** The LCAP development process should result in an LCAP that reflects decisions made through meaningful engagement (EC Section 52064[e][1]). Local educational partners possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.
- **Accountability and Compliance:** The LCAP serves an important accountability function because the nature of some LCAP template sections require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:
 - Demonstrating that LEAs are increasing or improving services for foster youth, English learners, including long-term English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (EC Section 52064[b][4-6]).
 - Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (EC sections 52064[b][1] and [2]).
 - **NOTE:** As specified in EC Section 62064(b)(1), the LCAP must provide a description of the annual goals, for all pupils and each subgroup of pupils identified pursuant to EC Section 52052, to be achieved for each of the state priorities. Beginning in 2023–24, EC

Section 52052 identifies long-term English learners as a separate and distinct pupil subgroup with a numerical significance at 15 students.

- Annually reviewing and updating the LCAP to reflect progress toward the goals (EC Section 52064[b][7]).
- Ensuring that all increases attributable to supplemental and concentration grant calculations, including concentration grant add-on funding and/or LCFF carryover, are reflected in the LCAP (EC sections 52064[b][6], [8], and [11]).

The LCAP template, like each LEA's final adopted LCAP, is a document, not a process. LEAs must use the template to memorialize the outcome of their LCAP development process, which must: (a) reflect comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the California School Dashboard (Dashboard), (b) through meaningful engagement with educational partners that (c) meets legal requirements, as reflected in the final adopted LCAP. The sections included within the LCAP template do not and cannot reflect the full development process, just as the LCAP template itself is not intended as a tool for engaging educational partners.

If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in EC sections 52060, 52062, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity's budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.

The revised LCAP template for the 2024–25, 2025–26, and 2026–27 school years reflects statutory changes made through Senate Bill 114 (Committee on Budget and Fiscal Review), Chapter 48, Statutes of 2023 and Senate Bill 153, Chapter 38, Statutes of 2024.

At its most basic, the adopted LCAP should attempt to distill not just what the LEA is doing for students in transitional kindergarten through grade twelve (TK–12), but also allow educational partners to understand why, and whether those strategies are leading to improved opportunities and outcomes for students. LEAs are strongly encouraged to use language and a level of detail in their adopted LCAPs intended to be meaningful and accessible for the LEA's diverse educational partners and the broader public.

In developing and finalizing the LCAP for adoption, LEAs are encouraged to keep the following overarching frame at the forefront of the strategic planning and educational partner engagement functions:

Given present performance across the state priorities and on indicators in the Dashboard, how is the LEA using its budgetary resources to respond to TK–12 student and community needs, and address any performance gaps, including by meeting its obligation to increase or improve services for foster youth, English learners, and low-income students?

LEAs are encouraged to focus on a set of metrics and actions which, based on research, experience, and input gathered from educational partners, the LEA believes will have the biggest impact on behalf of its TK–12 students.

These instructions address the requirements for each section of the LCAP but may include information about effective practices when developing the LCAP and completing the LCAP document. Additionally, the beginning of each template section includes information emphasizing the purpose that section serves.

Plan Summary

Purpose

A well-developed Plan Summary section provides a meaningful context for the LCAP. This section provides information about an LEA’s community as well as relevant information about student needs and performance. In order to present a meaningful context for the rest of the LCAP, the content of this section should be clearly and meaningfully related to the content included throughout each subsequent section of the LCAP.

Requirements and Instructions

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA. LEAs may also provide information about their strategic plan, vision, etc.

Briefly describe the LEA, its schools, and its students in grades TK–12, as applicable to the LEA.

- For example, information about an LEA in terms of geography, enrollment, employment, the number and size of specific schools, recent community challenges, and other such information the LEA may wish to include can enable a reader to more fully understand the LEA’s LCAP.
- LEAs may also provide information about their strategic plan, vision, etc.
- As part of this response, identify all schools within the LEA receiving Equity Multiplier funding.

Reflections: Annual Performance

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

Reflect on the LEA’s annual performance on the Dashboard and local data. This may include both successes and challenges identified by the LEA during the development process.

LEAs are encouraged to highlight how they are addressing the identified needs of student groups, and/or schools within the LCAP as part of this response.

As part of this response, the LEA must identify the following, which will remain unchanged during the three-year LCAP cycle:

- Any school within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard;
- Any student group within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard; and/or
- Any student group within a school within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard.

EC Section 52064.4 requires that an LEA that has unexpended Learning Recovery Emergency Block Grant (LREBG) funds must include one or more actions funded with LREBG funds within the 2025-26, 2026-27 and 2027-28 LCAPs, as applicable to the LEA. To implement the requirements of EC Section 52064.4, all LEAs must do the following:

- For the 2025–26, 2026–27, and 2027–28 LCAP years, identify whether or not the LEA has unexpended LREBG funds for the applicable LCAP year.
 - If the LEA has unexpended LREBG funds the LEA must provide the following:
 - The goal and action number for each action that will be funded, either in whole or in part, with LREBG funds; and
 - An explanation of the rationale for selecting each action funded with LREBG funds. This explanation must include:
 - An explanation of how the action is aligned with the allowable uses of funds identified in [EC Section 32526\(c\)\(2\)](#); and
 - An explanation of how the action is expected to address the area(s) of need of students and schools identified in the needs assessment required by [EC Section 32526\(d\)](#).
 - For information related to the allowable uses of funds and the required needs assessment, please see the Program Information tab on the [LREBG Program Information](#) web page.
 - Actions may be grouped together for purposes of these explanations.
 - The LEA may provide these explanations as part of the action description rather than as part of the Reflections: Annual Performance.
 - If the LEA does not have unexpended LREBG funds, the LEA is not required to conduct the needs assessment required by EC Section 32526(d), to provide the information identified above or to include actions funded with LREBG funds within the 2025-26, 2026-27 and 2027-28 LCAPs.

Reflections: Technical Assistance

As applicable, a summary of the work underway as part of technical assistance.

Annually identify the reason(s) the LEA is eligible for or has requested technical assistance consistent with EC sections 47607.3, 52071, 52071.5, 52072, or 52072.5, and provide a summary of the work underway as part of receiving technical assistance. The most common form of this technical assistance is frequently referred to as Differentiated Assistance, however this also includes LEAs that have requested technical assistance from their COE.

- If the LEA is not eligible for or receiving technical assistance, the LEA may respond to this prompt as “Not Applicable.”

Comprehensive Support and Improvement

An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts:

Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

- Identify the schools within the LEA that have been identified for CSI.

Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

- Describe how the LEA has or will support the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.

Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

- Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

Engaging Educational Partners

Purpose

Significant and purposeful engagement of parents, students, educators, and other educational partners, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. Consistent with statute, such engagement should support comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the Dashboard, accountability, and improvement across the state priorities and locally identified priorities (EC Section 52064[e][1]). Engagement of educational partners is an ongoing, annual process.

This section is designed to reflect how the engagement of educational partners influenced the decisions reflected in the adopted LCAP. The goal is to allow educational partners that participated in the LCAP development process and the broader public to understand how the LEA engaged educational partners and the impact of that engagement. LEAs are encouraged to keep this goal in the forefront when completing this section.

Requirements

Requirements

School districts and COEs: [EC Section 52060\(g\)](#) and [EC Section 52066\(g\)](#) specify the educational partners that must be consulted when developing the LCAP:

- Teachers,

- Principals,
- Administrators,
- Other school personnel,
- Local bargaining units of the LEA,
- Parents, and
- Students

A school district or COE receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Before adopting the LCAP, school districts and COEs must share it with the applicable committees, as identified below under Requirements and Instructions. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP.

Charter schools: [EC Section 47606.5\(d\)](#) requires that the following educational partners be consulted with when developing the LCAP:

- Teachers,
- Principals,
- Administrators,
- Other school personnel,
- Parents, and
- Students

A charter school receiving Equity Multiplier funds must also consult with educational partners at the school generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for the school.

The LCAP should also be shared with, and LEAs should request input from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between schoolsite and district-level goals. Information and resources that support effective engagement, define student consultation, and provide the requirements for advisory group composition, can be found under Resources on the [CDE's LCAP webpage](#).

Before the governing board/body of an LEA considers the adoption of the LCAP, the LEA must meet the following legal requirements:

- For school districts, see [Education Code Section 52062](#);
 - **Note:** Charter schools using the LCAP as the School Plan for Student Achievement must meet the requirements of *EC* Section 52062(a).
- For COEs, see [Education Code Section 52068](#); and
- For charter schools, see [Education Code Section 47606.5](#).

- **NOTE:** As a reminder, the superintendent of a school district or COE must respond, in writing, to comments received by the applicable committees identified in the *Education Code* sections listed above. This includes the parent advisory committee and may include the English learner parent advisory committee and, as of July 1, 2024, the student advisory committee, as applicable.

Instructions

Respond to the prompts as follows:

A summary of the process used to engage educational partners in the development of the LCAP.

School districts and county offices of education must, at a minimum, consult with teachers, principals, administrators, other school personnel, local bargaining units, parents, and students in the development of the LCAP.

Charter schools must, at a minimum, consult with teachers, principals, administrators, other school personnel, parents, and students in the development of the LCAP.

An LEA receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Complete the table as follows:

Educational Partners

Identify the applicable educational partner(s) or group(s) that were engaged in the development of the LCAP.

Process for Engagement

Describe the engagement process used by the LEA to involve the identified educational partner(s) in the development of the LCAP. At a minimum, the LEA must describe how it met its obligation to consult with all statutorily required educational partners, as applicable to the type of LEA.

- A sufficient response to this prompt must include general information about the timeline of the process and meetings or other engagement strategies with educational partners. A response may also include information about an LEA's philosophical approach to engaging its educational partners.
- An LEA receiving Equity Multiplier funds must also include a summary of how it consulted with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Description of how the adopted LCAP was influenced by the feedback provided by educational partners.

Describe any goals, metrics, actions, or budgeted expenditures in the LCAP that were influenced by or developed in response to the educational partner feedback.

- A sufficient response to this prompt will provide educational partners and the public with clear, specific information about how the engagement process influenced the development of the LCAP. This may include a description of how the LEA prioritized requests of educational partners within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP.
- An LEA receiving Equity Multiplier funds must include a description of how the consultation with educational partners at schools generating Equity Multiplier funds influenced the development of the adopted LCAP.
- For the purposes of this prompt, this may also include, but is not necessarily limited to:
 - Inclusion of a goal or decision to pursue a Focus Goal (as described below)
 - Inclusion of metrics other than the statutorily required metrics
 - Determination of the target outcome on one or more metrics
 - Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
 - Inclusion of action(s) or a group of actions
 - Elimination of action(s) or group of actions
 - Changes to the level of proposed expenditures for one or more actions
 - Inclusion of action(s) as contributing to increased or improved services for unduplicated students
 - Analysis of effectiveness of the specific actions to achieve the goal
 - Analysis of material differences in expenditures
 - Analysis of changes made to a goal for the ensuing LCAP year based on the annual update process
 - Analysis of challenges or successes in the implementation of actions

Goals and Actions

Purpose

Well-developed goals will clearly communicate to educational partners what the LEA plans to accomplish, what the LEA plans to do in order to accomplish the goal, and how the LEA will know when it has accomplished the goal. A goal statement, associated metrics and expected outcomes, and the actions included in the goal must be in alignment. The explanation for why the LEA included a goal is an opportunity for LEAs to clearly communicate to educational partners and the public why, among the various strengths and areas for improvement highlighted by performance data and strategies and actions that could be pursued, the LEA decided to pursue this goal, and the related metrics, expected outcomes, actions, and expenditures.

A well-developed goal can be focused on the performance relative to a metric or metrics for all students, a specific student group(s), narrowing performance gaps, or implementing programs or strategies expected to impact outcomes. LEAs should assess the performance of their student groups when developing goals and the related actions to achieve such goals.

Requirements and Instructions

LEAs should prioritize the goals, specific actions, and related expenditures included within the LCAP within one or more state priorities. LEAs must consider performance on the state and local indicators, including their locally collected and reported data for the local indicators that are included in the Dashboard, in determining whether and how to prioritize its goals within the LCAP. As previously stated, strategic planning that

is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students, and to address and reduce disparities in opportunities and outcomes between student groups indicated by the Dashboard.

In order to support prioritization of goals, the LCAP template provides LEAs with the option of developing three different kinds of goals:

- **Focus Goal:** A Focus Goal is relatively more concentrated in scope and may focus on a fewer number of metrics to measure improvement. A Focus Goal statement will be time bound and make clear how the goal is to be measured.
 - All Equity Multiplier goals must be developed as focus goals. For additional information, see Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding below.
- **Broad Goal:** A Broad Goal is relatively less concentrated in its scope and may focus on improving performance across a wide range of metrics.
- **Maintenance of Progress Goal:** A Maintenance of Progress Goal includes actions that may be ongoing without significant changes and allows an LEA to track performance on any metrics not addressed in the other goals of the LCAP.

Requirement to Address the LCFF State Priorities

At a minimum, the LCAP must address all LCFF priorities and associated metrics articulated in *EC* sections 52060(d) and 52066(d), as applicable to the LEA. The [LCFF State Priorities Summary](#) provides a summary of *EC* sections 52060(d) and 52066(d) to aid in the development of the LCAP.

Respond to the following prompts, as applicable:

Focus Goal(s)

Description

The description provided for a Focus Goal must be specific, measurable, and time bound.

- An LEA develops a Focus Goal to address areas of need that may require or benefit from a more specific and data intensive approach.
- The Focus Goal can explicitly reference the metric(s) by which achievement of the goal will be measured and the time frame according to which the LEA expects to achieve the goal.

Time of Goal

Identify the type of goal being implemented as a Focus Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

- An explanation must be based on Dashboard data or other locally collected data.
- LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners.
- LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.

Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding

Description

LEAs receiving Equity Multiplier funding must include one or more focus goals for each school generating Equity Multiplier funding. In addition to addressing the focus goal requirements described above, LEAs must adhere to the following requirements.

Focus goals for Equity Multiplier schoolsites must address the following:

- (A) All student groups that have the lowest performance level on one or more state indicators on the Dashboard, and
- (B) Any underlying issues in the credentialing, subject matter preparation, and retention of the school’s educators, if applicable.
- Focus Goals for each and every Equity Multiplier schoolsite must identify specific metrics for each identified student group, as applicable.
- An LEA may create a single goal for multiple Equity Multiplier schoolsites if those schoolsites have the same student group(s) performing at the lowest performance level on one or more state indicators on the Dashboard or, experience similar issues in the credentialing, subject matter preparation, and retention of the school’s educators.
 - When creating a single goal for multiple Equity Multiplier schoolsites, the goal must identify the student groups and the performance levels on the Dashboard that the Focus Goal is addressing; or,
 - The common issues the schoolsites are experiencing in credentialing, subject matter preparation, and retention of the school’s educators, if applicable.

Type of Goal

Identify the type of goal being implemented as an Equity Multiplier Focus Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

- An explanation must be based on Dashboard data or other locally collected data.
- LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners.
- LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.
- In addition to this information, the LEA must also identify:
 - The school or schools to which the goal applies

LEAs are encouraged to approach an Equity Multiplier goal from a wholistic standpoint, considering how the goal might maximize student outcomes through the use of LCFF and other funding in addition to Equity Multiplier funds.

- Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for purposes of the LCFF, the Expanded Learning Opportunities Program (ELO-P), the Literacy Coaches and Reading Specialists (LCRS) Grant Program, and/or the California Community Schools Partnership Program (CCSPP).
- This means that Equity Multiplier funds must not be used to replace funding that an Equity Multiplier schoolsite would otherwise receive to implement LEA-wide actions identified in the LCAP or that an Equity Multiplier schoolsite would otherwise receive to implement provisions of the ELO-P, the LCRS, and/or the CCSPP.

Note: [EC Section 42238.024\(b\)\(1\)](#) requires that Equity Multiplier funds be used for the provision of evidence-based services and supports for students. Evidence-based services and supports are based on objective evidence that has informed the design of the service or support and/or guides the modification of those services and supports. Evidence-based supports and strategies are most commonly based on educational research and/or metrics of LEA, school, and/or student performance.

Broad Goal

Description

Describe what the LEA plans to achieve through the actions included in the goal.

- The description of a broad goal will be clearly aligned with the expected measurable outcomes included for the goal.

- The goal description organizes the actions and expected outcomes in a cohesive and consistent manner.
- A goal description is specific enough to be measurable in either quantitative or qualitative terms. A broad goal is not as specific as a focus goal. While it is specific enough to be measurable, there are many different metrics for measuring progress toward the goal.

Type of Goal

Identify the type of goal being implemented as a Broad Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA developed this goal and how the actions and metrics grouped together will help achieve the goal.

Maintenance of Progress Goal

Description

Describe how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP.

- Use this type of goal to address the state priorities and applicable metrics not addressed within the other goals in the LCAP.
- The state priorities and metrics to be addressed in this section are those for which the LEA, in consultation with educational partners, has determined to maintain actions and monitor progress while focusing implementation efforts on the actions covered by other goals in the LCAP.

Type of Goal

Identify the type of goal being implemented as a Maintenance of Progress Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain how the actions will sustain the progress exemplified by the related metrics.

Measuring and Reporting Results:

For each LCAP year, identify the metric(s) that the LEA will use to track progress toward the expected outcomes.

- LEAs must identify metrics for specific student groups, as appropriate, including expected outcomes that address and reduce disparities in outcomes between student groups.
- The metrics may be quantitative or qualitative; but at minimum, an LEA’s LCAP must include goals that are measured using all of the applicable metrics for the related state priorities, in each LCAP year, as applicable to the type of LEA.
- To the extent a state priority does not specify one or more metrics (e.g., implementation of state academic content and performance standards), the LEA must identify a metric to use within the LCAP. For these state priorities, LEAs are encouraged to use metrics based on or reported through the relevant local indicator self-reflection tools within the Dashboard.
- **Required metrics for LEA-wide actions:** For each action identified as 1) contributing towards the requirement to increase or improve services for foster youth, English learners, including long-term English learners, and low-income students and 2) being provided on an LEA-wide basis, the LEA must identify one or more metrics to monitor the effectiveness of the action and its budgeted expenditures.
 - These required metrics may be identified within the action description or the first prompt in the increased or improved services section, however the description must clearly identify the metric(s) being used to monitor the effectiveness of the action and the action(s) that the metric(s) apply to.
- **Required metrics for Equity Multiplier goals:** For each Equity Multiplier goal, the LEA must identify:
 - The specific metrics for each identified student group at each specific schoolsite, as applicable, to measure the progress toward the goal, and/or
 - The specific metrics used to measure progress in meeting the goal related to credentialing, subject matter preparation, or educator retention at each specific schoolsite.
- **Required metrics for actions supported by LREBG funds:** To implement the requirements of *EC* Section 52064.4, LEAs with unexpended LREBG funds must include at least one metric to monitor the impact of each action funded with LREBG funds included in the goal.
 - The metrics being used to monitor the impact of each action funded with LREBG funds are not required to be new metrics; they may be metrics that are already being used to measure progress towards goals and actions included in the LCAP.

Complete the table as follows:

1	metric #
2	• Enter the metric number.
3	metric

- Identify the standard of measure being used to determine progress towards the goal and/or to measure the effectiveness of one or more actions associated with the goal.

Baseline

- Enter the baseline when completing the LCAP for 2024–25.
 - Use the most recent data associated with the metric available at the time of adoption of the LCAP for the first year of the three-year plan. LEAs may use data as reported on the 2023 Dashboard for the baseline of a metric only if that data represents the most recent available data (e.g., high school graduation rate).
 - Using the most recent data available may involve reviewing data the LEA is preparing for submission to the California Longitudinal Pupil Achievement Data System (CALPADS) or data that the LEA has recently submitted to CALPADS.
 - Indicate the school year to which the baseline data applies.
 - The baseline data must remain unchanged throughout the three-year LCAP.
 - This requirement is not intended to prevent LEAs from revising the baseline data if it is necessary to do so. For example, if an LEA identifies that its data collection practices for a particular metric are leading to inaccurate data and revises its practice to obtain accurate data, it would also be appropriate for the LEA to revise the baseline data to align with the more accurate data process and report its results using the accurate data.
 - If an LEA chooses to revise its baseline data, then, at a minimum, it must clearly identify the change as part of its response to the description of changes prompt in the Goal Analysis for the goal. LEAs are also strongly encouraged to involve their educational partners in the decision of whether or not to revise a baseline and to communicate the proposed change to their educational partners.
 - Note for Charter Schools: Charter schools developing a one- or two-year LCAP may identify a new baseline each year, as applicable.

Year 1 Outcome

- When completing the LCAP for 2025–26, enter the most recent data available. Indicate the school year to which the data applies.
 - Note for Charter Schools: Charter schools developing a one-year LCAP may provide the Year 1 Outcome when completing the LCAP for both 2025–26 and 2026–27 or may provide the Year 1 Outcome for 2025–26 and provide the Year 2 Outcome for 2026–27.

Year 2 Outcome

- When completing the LCAP for 2026–27, enter the most recent data available. Indicate the school year to which the data applies.

- Note for Charter Schools: Charter schools developing a one-year LCAP may identify the Year 2 Outcome as not applicable when completing the LCAP for 2026–27 or may provide the Year 2 Outcome for 2026–27.

Target for Year 3 Outcome

- When completing the first year of the LCAP, enter the target outcome for the relevant metric the LEA expects to achieve by the end of the three-year LCAP cycle.
 - Note for Charter Schools: Charter schools developing a one- or two-year LCAP may identify a Target for Year 1 or Target for Year 2, as applicable.

Current Difference from Baseline

- When completing the LCAP for 2025–26 and 2026–27, enter the current difference between the baseline and the yearly outcome, as applicable.
 - Note for Charter Schools: Charter schools developing a one- or two-year LCAP will identify the current difference between the baseline and the yearly outcome for Year 1 and/or the current difference between the baseline and the yearly outcome for Year 2, as applicable.

Timeline for school districts and COEs for completing the “**Measuring and Reporting Results**” part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
Enter information in this box when completing the LCAP for 2024–25 or when adding a new metric.	Enter information in this box when completing the LCAP for 2024–25 or when adding a new metric.	Enter information in this box when completing the LCAP for 2025–26 . Leave blank until then.	Enter information in this box when completing the LCAP for 2026–27 . Leave blank until then.	Enter information in this box when completing the LCAP for 2024–25 or when adding a new metric.	Enter information in this box when completing the LCAP for 2025–26 and 2026–27 . Leave blank until then.

Goal Analysis:

Enter the LCAP Year.

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective towards achieving the goal. “Effective” means the degree to which the planned actions were successful in producing the target result. Respond to the prompts as instructed.

Note: When completing the 2024–25 LCAP, use the 2023–24 Local Control and Accountability Plan Annual Update template to complete the Goal Analysis and identify the Goal Analysis prompts in the 2024–25 LCAP as “Not Applicable.”

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

- Describe the overall implementation of the actions to achieve the articulated goal, including relevant challenges and successes experienced with implementation.
 - Include a discussion of relevant challenges and successes experienced with the implementation process.
 - This discussion must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures and between the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in expenditures or percentages do not need to be addressed, and a dollar-for-dollar accounting is not required.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

- Describe the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal. “Effectiveness” means the degree to which the actions were successful in producing the target result and “ineffectiveness” means that the actions did not produce any significant or targeted result.
 - In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal.
 - When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for educational partners. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.
 - Beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.
 - As noted above, beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period. For actions that have been identified as ineffective, the LEA must identify the ineffective action and must include a description of the following:

- The reasons for the ineffectiveness, and
- How changes to the action will result in a new or strengthened approach.

Actions:

Complete the table as follows. Add additional rows as necessary.

Action

- Enter the action number.

Title

- Provide a short title for the action. This title will also appear in the action tables.

Description

- Provide a brief description of the action.
 - For actions that contribute to meeting the increased or improved services requirement, the LEA may include an explanation of how each action is principally directed towards and effective in meeting the LEA's goals for unduplicated students, as described in the instructions for the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.
 - As previously noted, for each action identified as 1) contributing towards the requirement to increase or improve services for foster youth, English learners, including long-term English learners, and low-income students and 2) being provided on an LEA-wide basis, the LEA must identify one or more metrics to monitor the effectiveness of the action and its budgeted expenditures.
 - These required metrics may be identified within the action description or the first prompt in the increased or improved services section; however, the description must clearly identify the metric(s) being used to monitor the effectiveness of the action and the action(s) that the metric(s) apply to.

Total Funds

- Enter the total amount of expenditures associated with this action. Budgeted expenditures from specific fund sources will be provided in the action tables.

Contributing

- Indicate whether the action contributes to meeting the increased or improved services requirement as described in the Increased or Improved Services section using a “Y” for Yes or an “N” for No.
 - **Note:** for each such contributing action, the LEA will need to provide additional information in the Increased or Improved Services section to address the requirements in *California Code of Regulations*, Title 5 [5 CCR] Section 15496 in the Increased or Improved Services section of the LCAP.

Actions for Foster Youth: School districts, COEs, and charter schools that have a numerically significant foster youth student subgroup are encouraged to include specific actions in the LCAP designed to meet needs specific to foster youth students.

Required Actions

For English Learners and Long-Term English Learners

- LEAs with 30 or more English learners and/or 15 or more long-term English learners must include specific actions in the LCAP related to, at a minimum:
 - Language acquisition programs, as defined in *EC* Section 306, provided to students, and
 - Professional development for teachers.
 - If an LEA has both 30 or more English learners and 15 or more long-term English learners, the LEA must include actions for both English learners and long-term English learners.

For Technical Assistance

- LEAs eligible for technical assistance pursuant to *EC* sections 47607.3, 52071, 52071.5, 52072, or 52072.5, must include specific actions within the LCAP related to its implementation of the work underway as part of technical assistance. The most common form of this technical assistance is frequently referred to as Differentiated Assistance.

For Lowest Performing Dashboard Indicators

- LEAs that have Red Dashboard indicators for (1) a school within the LEA, (2) a student group within the LEA, and/or (3) a student group within any school within the LEA must include one or more specific actions within the LCAP:
 - The specific action(s) must be directed towards the identified student group(s) and/or school(s) and must address the identified state indicator(s) for which the student group or school received the lowest performance level on the 2023 Dashboard. Each student group and/or school that receives the lowest performance level on the 2023 Dashboard must be addressed by one or more actions.
 - These required actions will be effective for the three-year LCAP cycle.

For LEAs With Unexpended LREBG Funds

- To implement the requirements of *EC* Section 52064.4, LEAs with unexpended LREBG funds must include one or more actions supported with LREBG funds within the 2025–26, 2026–27, and 2027–28 LCAPs, as applicable to the LEA. Actions funded with LREBG funds must remain in the LCAP until the LEA has expended the remainder of its LREBG funds, after which time the actions may be removed from the LCAP.
 - Prior to identifying the actions included in the LCAP the LEA is required to conduct a needs assessment pursuant to [EC Section 32526\(d\)](#). For information related to the required needs assessment please see the Program Information tab on the [LREBG](#)

[Program Information](#) web page. Additional information about the needs assessment and evidence-based resources for the LREBG may be found on the [California Statewide System of Support LREBG Resources](#) web page. The required LREBG needs assessment may be part of the LEAs regular needs assessment for the LCAP if it meets the requirements of *EC* Section 32526(d).

- School districts receiving technical assistance and COEs providing technical assistance are encouraged to use the technical assistance process to support the school district in conducting the required needs assessment, the selection of actions funded by the LREBG and/or the evaluation of implementation of the actions required as part of the LCAP annual update process.
- As a reminder, LREBG funds must be used to implement one or more of the purposes articulated in [EC Section 32526\(c\)\(2\)](#).
- LEAs with unexpended LREBG funds must include one or more actions supported by LREBG funds within the LCAP. For each action supported by LREBG funding the action description must:
 - Identify the action as an LREBG action;
 - Include an explanation of how research supports the selected action;
 - Identify the metric(s) being used to monitor the impact of the action; and
 - Identify the amount of LREBG funds being used to support the action.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

Purpose

A well-written Increased or Improved Services section provides educational partners with a comprehensive description, within a single dedicated section, of how an LEA plans to increase or improve services for its unduplicated students as defined in *EC* Section 42238.02 in grades TK–12 as compared to all students in grades TK–12, as applicable, and how LEA-wide or schoolwide actions identified for this purpose meet regulatory requirements. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of educational partners to facilitate their ability to provide input. An LEA’s description in this section must align with the actions included in the Goals and Actions section as contributing.

Please Note: For the purpose of meeting the Increased or Improved Services requirement and consistent with *EC* Section 42238.02, long-term English learners are included in the English learner student group.

Statutory Requirements

An LEA is required to demonstrate in its LCAP how it is increasing or improving services for its students who are foster youth, English learners, and/or low-income, collectively referred to as unduplicated students, as compared to the services provided to all students in proportion to the increase in funding it receives based on the number and concentration of unduplicated students in the LEA (*EC* Section 42238.07[a][1], *EC*

Section 52064[b][8][B]; 5 CCR Section 15496[a]). This proportionality percentage is also known as the “minimum proportionality percentage” or “MPP.” The manner in which an LEA demonstrates it is meeting its MPP is two-fold: (1) through the expenditure of LCFF funds or through the identification of a Planned Percentage of Improved Services as documented in the Contributing Actions Table, and (2) through the explanations provided in the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.

To improve services means to grow services in quality and to increase services means to grow services in quantity. Services are increased or improved by those actions in the LCAP that are identified in the Goals and Actions section as contributing to the increased or improved services requirement, whether they are provided across the entire LEA (LEA-wide action), provided to an entire school (Schoolwide action), or solely provided to one or more unduplicated student group(s) (Limited action).

Therefore, for *any* action contributing to meet the increased or improved services requirement, the LEA must include an explanation of:

- How the action is increasing or improving services for the unduplicated student group(s) (Identified Needs and Action Design), and
- How the action meets the LEA's goals for its unduplicated pupils in the state and any local priority areas (Measurement of Effectiveness).

LEA-wide and Schoolwide Actions

In addition to the above required explanations, LEAs must provide a justification for why an LEA-wide or Schoolwide action is being provided to all students and how the action is intended to improve outcomes for unduplicated student group(s) as compared to all students.

- Conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient.
- Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increased or improved services standard because enrolling students is not the same as serving students.

For School Districts Only

Actions provided on an **LEA-wide** basis at **school districts with an unduplicated pupil percentage of less than 55 percent** must also include a description of how the actions are the most effective use of the funds to meet the district's goals for its unduplicated pupils in the state and any local priority areas. The description must provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Actions provided on a **Schoolwide** basis for **schools with less than 40 percent enrollment of unduplicated pupils** must also include a description of how these actions are the most effective use of the funds to meet the district's goals for its unduplicated pupils in the state and any local priority areas. The description must provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Requirements and Instructions

Complete the tables as follows:

- Specify the amount of LCFF supplemental and concentration grant funds the LEA estimates it will receive in the coming year based on the number and concentration of foster youth, English learner, and low-income students. This amount includes the Additional 15 percent LCFF Concentration Grant.

Projected Additional 15 percent LCFF Concentration Grant

- Specify the amount of additional LCFF concentration grant add-on funding, as described in *EC* Section 42238.02, that the LEA estimates it will receive in the coming year.

Projected Percentage to Increase or Improve Services for the Coming School Year

- Specify the estimated percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 *CCR* Section 15496(a)(7).

LCFF Carryover — Percentage

- Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).

LCFF Carryover — Dollar

- Specify the LCFF Carryover — Dollar amount identified in the LCFF Carryover Table. If a carryover amount is not identified in the LCFF Carryover Table, specify an amount of zero (\$0).

Total Percentage to Increase or Improve Services for the Coming School Year

- Add the Projected Percentage to Increase or Improve Services for the Coming School Year and the Proportional LCFF Required Carryover Percentage and specify the percentage. This is the LEA's percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year, as calculated pursuant to 5 *CCR* Section 15496(a)(7).

Required Descriptions:

LEA-wide and Schoolwide Actions

For each action being provided to an entire LEA or school, provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) for whom the action is principally directed, (2) how the action is designed to address the identified need(s) and why it is being provided on an LEA or schoolwide basis, and (3) the metric(s) used to measure the effectiveness of the action in improving outcomes for the unduplicated student group(s).

If the LEA has provided this required description in the Action Descriptions, state as such within the table.

Complete the table as follows:

Identified Need(s)

Provide an explanation of the unique identified need(s) of the LEA's unduplicated student group(s) for whom the action is principally directed.

An LEA demonstrates how an action is principally directed towards an unduplicated student group(s) when the LEA explains the need(s), condition(s), or circumstance(s) of the unduplicated student group(s) identified through a needs assessment and how the action addresses them. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

How the Action(s) are Designed to Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis

Provide an explanation of how the action as designed will address the unique identified need(s) of the LEA’s unduplicated student group(s) for whom the action is principally directed and the rationale for why the action is being provided on an LEA-wide or schoolwide basis.

- As stated above, conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient.
- Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increased or improved services standard because enrolling students is not the same as serving students.

Metric(s) to Monitor Effectiveness

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

Note for COEs and Charter Schools: In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

Limited Actions

For each action being solely provided to one or more unduplicated student group(s), provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) being served, (2) how the action is designed to address the identified need(s), and (3) how the effectiveness of the action in improving outcomes for the unduplicated student group(s) will be measured.

If the LEA has provided the required descriptions in the Action Descriptions, state as such.

Complete the table as follows:

Identified Need(s)

Provide an explanation of the unique need(s) of the unduplicated student group(s) being served identified through the LEA’s needs assessment. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

How the Action(s) are Designed to Address Need(s)

Provide an explanation of how the action is designed to address the unique identified need(s) of the unduplicated student group(s) being served.

Metric(s) to Monitor Effectiveness

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

For any limited action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage, as applicable.

- For each action with an identified Planned Percentage of Improved Services, identify the goal and action number and describe the methodology that was used.
- When identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.
- For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which, based on the LEA's current pay scale, the LEA estimates would cost \$165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of \$165,000 by the amount of LCFF Funding identified in the Total Planned Expenditures Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Services for the action.

Additional Concentration Grant Funding

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

An LEA that receives the additional concentration grant add-on described in *EC* Section 42238.02 is required to demonstrate how it is using these funds to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent as compared to the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is equal to or less than 55 percent. The staff who provide direct services to students must be certificated staff and/or classified staff employed by the LEA; classified staff includes custodial staff.

Provide the following descriptions, as applicable to the LEA:

- An LEA that does not receive a concentration grant or the concentration grant add-on must indicate that a response to this prompt is not applicable.

- Identify the goal and action numbers of the actions in the LCAP that the LEA is implementing to meet the requirement to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent.
- An LEA that does not have comparison schools from which to describe how it is using the concentration grant add-on funds, such as a single-school LEA or an LEA that only has schools with an enrollment of unduplicated students that is greater than 55 percent, must describe how it is using the funds to increase the number of credentialed staff, classified staff, or both, including custodial staff, who provide direct services to students at selected schools and the criteria used to determine which schools require additional staffing support.
- In the event that an additional concentration grant add-on is not sufficient to increase staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, the LEA must describe how it is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Complete the table as follows:

- Provide the staff-to-student ratio of classified staff providing direct services to students with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of classified staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.
 - The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.
 - The staff-to-student ratio must be based on the number of full-time equivalent (FTE) staff and the number of enrolled students as counted on the first Wednesday in October of each year.
- Provide the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.
 - The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.
 - The staff-to-student ratio must be based on the number of FTE staff and the number of enrolled students as counted on the first Wednesday in October of each year.

Action Tables

Complete the Total Planned Expenditures Table for each action in the LCAP. The information entered into this table will automatically populate the other Action Tables. Information is only entered into the Total Planned Expenditures Table, the Annual Update Table, the Contributing Actions Annual Update Table, and the LCFF Carryover Table. The word “input” has been added to column headers to aid in identifying the column(s) where information will be entered. Information is not entered on the remaining Action tables.

The following tables are required to be included as part of the LCAP adopted by the local governing board or governing body:

2025-26 Local Control and Accountability Plan for Placentia-Yorba Linda Unified School District

- Table 1: Total Planned Expenditures Table (for the coming LCAP Year)
- Table 2: Contributing Actions Table (for the coming LCAP Year)
- Table 3: Annual Update Table (for the current LCAP Year)
- Table 4: Contributing Actions Annual Update Table (for the current LCAP Year)
- Table 5: LCFF Carryover Table (for the current LCAP Year)

Note: The coming LCAP Year is the year that is being planned for, while the current LCAP year is the current year of implementation. For example, when developing the 2024–25 LCAP, 2024–25 will be the coming LCAP Year and 2023–24 will be the current LCAP Year.

Total Planned Expenditures Table

In the Total Planned Expenditures Table, input the following information for each action in the LCAP for that applicable LCAP year:

- **LCAP Year:** Identify the applicable LCAP Year.
- **1. Projected LCFF Base Grant:** Provide the total amount estimated LCFF entitlement for the coming school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program, the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 CCR Section 15496(a)(8). Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs.

See EC sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.
- **2. Projected LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants estimated on the basis of the number and concentration of unduplicated students for the coming school year.
- **3. Projected Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected LCFF Base Grant and the Projected LCFF Supplemental and/or Concentration Grants, pursuant to 5 CCR Section 15496(a)(8). This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the coming LCAP year.
- **LCFF Carryover — Percentage:** Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table from the prior LCAP year. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).
- **Total Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected Percentage to Increase or Improve Services for the Coming School Year and the LCFF Carryover —

Percentage. ***This is the percentage by which the LEA must increase or improve services for unduplicated pupils as compared to the services provided to all students in the coming LCAP year.***

- **Goal #:** Enter the LCAP Goal number for the action.
- **Action #:** Enter the action's number as indicated in the LCAP Goal.
- **Action Title:** Provide a title of the action.
- **Student Group(s):** Indicate the student group or groups who will be the primary beneficiary of the action by entering "All," or by entering a specific student group or groups.
- **Contributing to Increased or Improved Services?:** Type "Yes" if the action **is** included as contributing to meeting the increased or improved services requirement; OR, type "No" if the action is **not** included as contributing to meeting the increased or improved services requirement.
- If "Yes" is entered into the Contributing column, then complete the following columns:
 - **Scope:** The scope of an action may be LEA-wide (i.e., districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.
 - **Unduplicated Student Group(s):** Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.
 - **Location:** Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate "All Schools." If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter "Specific Schools" or "Specific Grade Spans." Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades transitional kindergarten through grade five), as appropriate.
- **Time Span:** Enter "ongoing" if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter "1 Year," or "2 Years," or "6 Months."
- **Total Personnel:** Enter the total amount of personnel expenditures utilized to implement this action.
- **Total Non-Personnel:** This amount will be automatically calculated based on information provided in the Total Personnel column and the Total Funds column.

- **LCFF Funds:** Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA's total LCFF target (i.e., base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).
 - **Note:** For an action to contribute towards meeting the increased or improved services requirement, it must include some measure of LCFF funding. The action may also include funding from other sources, however the extent to which an action contributes to meeting the increased or improved services requirement is based on the LCFF funding being used to implement the action.
- **Other State Funds:** Enter the total amount of Other State Funds utilized to implement this action, if any.
 - **Note:** Equity Multiplier funds must be included in the "Other State Funds" category, not in the "LCFF Funds" category. As a reminder, Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for purposes of the LCFF, the ELO-P, the LCRS, and/or the CCSPP. This means that Equity Multiplier funds must not be used to replace funding that an Equity Multiplier schoolsite would otherwise receive to implement LEA-wide actions identified in the LEA's LCAP or that an Equity Multiplier schoolsite would otherwise receive to implement provisions of the ELO-P, the LCRS, and/or the CCSPP.
- **Local Funds:** Enter the total amount of Local Funds utilized to implement this action, if any.
- **Federal Funds:** Enter the total amount of Federal Funds utilized to implement this action, if any.
- **Total Funds:** This amount is automatically calculated based on amounts entered in the previous four columns.
- **Planned Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis to unduplicated students, and that does not have funding associated with the action, enter the planned quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%). A limited action is an action that only serves foster youth, English learners, and/or low-income students.
 - As noted in the instructions for the Increased or Improved Services section, when identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which, based on the LEA's current pay scale, the LEA estimates would cost \$165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of \$165,000 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Services for the action.

Contributing Actions Table

As noted above, information will not be entered in the Contributing Actions Table; however, the ‘Contributing to Increased or Improved Services?’ column will need to be checked to ensure that only actions with a “Yes” are displaying. If actions with a “No” are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the “Yes” responses.

Annual Update Table

In the Annual Update Table, provide the following information for each action in the LCAP for the relevant LCAP year:

- **Estimated Actual Expenditures:** Enter the total estimated actual expenditures to implement this action, if any.

Contributing Actions Annual Update Table

In the Contributing Actions Annual Update Table, check the ‘Contributing to Increased or Improved Services?’ column to ensure that only actions with a “Yes” are displaying. If actions with a “No” are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the “Yes” responses. Provide the following information for each contributing action in the LCAP for the relevant LCAP year:

- **6. Estimated Actual LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants estimated based on the number and concentration of unduplicated students in the current school year.
- **Estimated Actual Expenditures for Contributing Actions:** Enter the total estimated actual expenditure of LCFF funds used to implement this action, if any.
- **Estimated Actual Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis only to unduplicated students, and that does not have funding associated with the action, enter the total estimated actual quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%).
 - Building on the example provided above for calculating the Planned Percentage of Improved Services, the LEA in the example implements the action. As part of the annual update process, the LEA reviews implementation and student outcome data and determines that the action was implemented with fidelity and that outcomes for foster youth students improved. The LEA reviews the original estimated cost for the action and determines that had it hired additional staff to collect and analyze data and to coordinate supports for students that estimated actual cost would have been \$169,500 due to a cost of living adjustment. The LEA would divide the estimated actual cost of \$169,500 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Estimated Actual Percentage of Improved Services for the action.

LCFF Carryover Table

- **9. Estimated Actual LCFF Base Grant:** Provide the total amount of estimated LCFF Target Entitlement for the current school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program,

the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 CCR Section 15496(a)(8). Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs. See EC sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.

- **10. Total Percentage to Increase or Improve Services for the Current School Year:** This percentage will not be entered. The percentage is calculated based on the amounts of the Estimated Actual LCFF Base Grant (9) and the Estimated Actual LCFF Supplemental and/or Concentration Grants (6), pursuant to 5 CCR Section 15496(a)(8), plus the LCFF Carryover – Percentage from the prior year. This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the current LCAP year.

Calculations in the Action Tables

To reduce the duplication of effort of LEAs, the Action Tables include functionality such as pre-population of fields and cells based on the information provided in the Data Entry Table, the Annual Update Summary Table, and the Contributing Actions Table. For transparency, the functionality and calculations used are provided below.

Contributing Actions Table

- **4. Total Planned Contributing Expenditures (LCFF Funds)**
 - This amount is the total of the Planned Expenditures for Contributing Actions (LCFF Funds) column.
- **5. Total Planned Percentage of Improved Services**
 - This percentage is the total of the Planned Percentage of Improved Services column.
- **Planned Percentage to Increase or Improve Services for the coming school year (4 divided by 1, plus 5)**
 - This percentage is calculated by dividing the Total Planned Contributing Expenditures (4) by the Projected LCFF Base Grant (1), converting the quotient to a percentage, and adding it to the Total Planned Percentage of Improved Services (5).

Contributing Actions Annual Update Table

Pursuant to EC Section 42238.07(c)(2), if the Total Planned Contributing Expenditures (4) is less than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the LEA is required to calculate the difference between the Total Planned Percentage of Improved Services (5) and the Total Estimated Actual Percentage of Improved Services (7). If the Total Planned Contributing Expenditures (4) is equal to or greater than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the Difference Between Planned and Estimated Actual Percentage of Improved Services will display “Not Required.”

- **6. Estimated Actual LCFF Supplemental and Concentration Grants**

- This is the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on the number and concentration of unduplicated students in the current school year.
- **4. Total Planned Contributing Expenditures (LCFF Funds)**
 - This amount is the total of the Last Year's Planned Expenditures for Contributing Actions (LCFF Funds).
- **7. Total Estimated Actual Expenditures for Contributing Actions**
 - This amount is the total of the Estimated Actual Expenditures for Contributing Actions (LCFF Funds).
- **Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)**
 - This amount is the Total Estimated Actual Expenditures for Contributing Actions (7) subtracted from the Total Planned Contributing Expenditures (4).
- **5. Total Planned Percentage of Improved Services (%)**
 - This amount is the total of the Planned Percentage of Improved Services column.
- **8. Total Estimated Actual Percentage of Improved Services (%)**
 - This amount is the total of the Estimated Actual Percentage of Improved Services column.
- **Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)**
 - This amount is the Total Planned Percentage of Improved Services (5) subtracted from the Total Estimated Actual Percentage of Improved Services (8).

LCFF Carryover Table

- **10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 plus Carryover %)**
 - This percentage is the Estimated Actual LCFF Supplemental and/or Concentration Grants (6) divided by the Estimated Actual LCFF Base Grant (9) plus the LCFF Carryover – Percentage from the prior year.
- **11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)**
 - This percentage is the Total Estimated Actual Expenditures for Contributing Actions (7) divided by the LCFF Funding (9), then converting the quotient to a percentage and adding the Total Estimated Actual Percentage of Improved Services (8).
- **12. LCFF Carryover — Dollar Amount LCFF Carryover (Subtract 11 from 10 and multiply by 9)**

- If the Estimated Actual Percentage of Increased or Improved Services (11) is less than the Estimated Actual Percentage to Increase or Improve Services (10), the LEA is required to carry over LCFF funds.

The amount of LCFF funds is calculated by subtracting the Estimated Actual Percentage to Increase or Improve Services (11) from the Estimated Actual Percentage of Increased or Improved Services (10) and then multiplying by the Estimated Actual LCFF Base Grant (9). This amount is the amount of LCFF funds that is required to be carried over to the coming year.

- **13. LCFF Carryover — Percentage (12 divided by 9)**

- This percentage is the unmet portion of the Percentage to Increase or Improve Services that the LEA must carry over into the coming LCAP year. The percentage is calculated by dividing the LCFF Carryover (12) by the LCFF Funding (9).

California Department of Education
November 2024

LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Orange County School of Computer Science

CDS Code: 30-66647-6068621

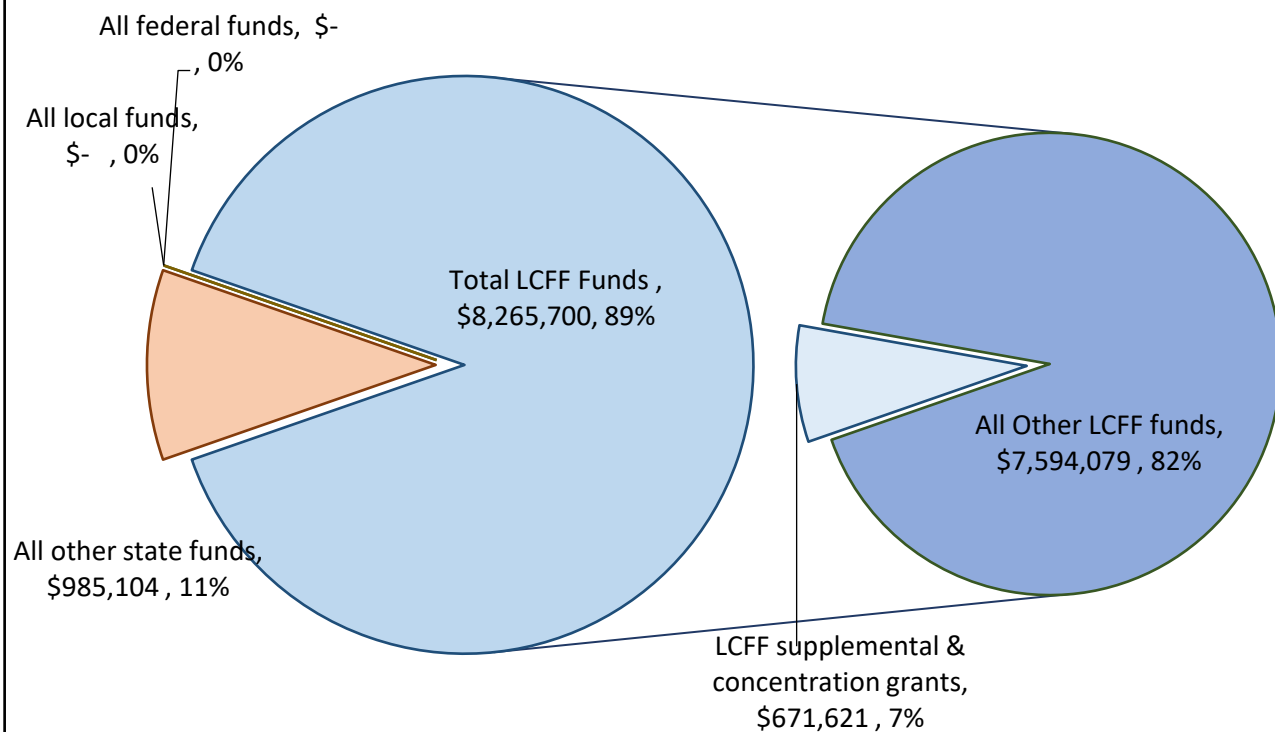
School Year: 2025-26

LEA contact information: Dr. Olivia Yaung, oyaung@pylUSD.org

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

Budget Overview for the 2025-26 School Year

Projected Revenue by Fund Source

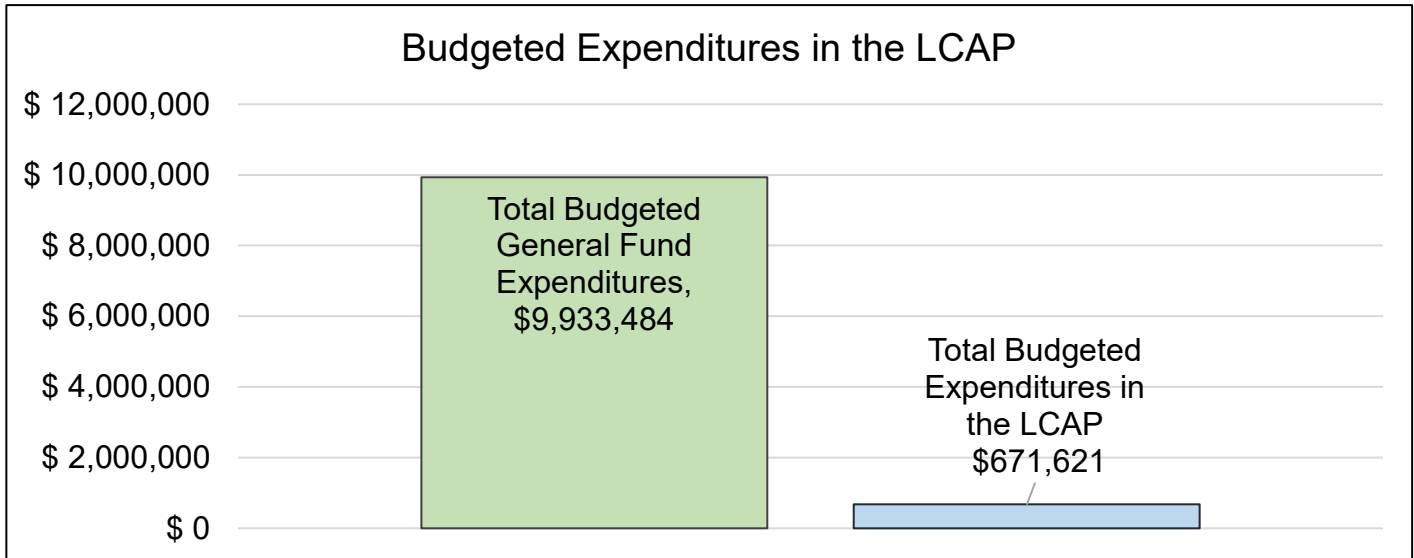


This chart shows the total general purpose revenue Orange County School of Computer Science expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for Orange County School of Computer Science is \$9,250,804.00, of which \$8,265,700.00 is Local Control Funding Formula (LCFF), \$985,104.00 is other state funds, \$0.00 is local funds, and \$0.00 is federal funds. Of the \$8,265,700.00 in LCFF Funds, \$671,621.00 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

LCFF Budget Overview for Parents

The LCFF gives school districts more flexibility in deciding how to use state funds. In exchange, school districts must work with parents, educators, students, and the community to develop a Local Control and Accountability Plan (LCAP) that shows how they will use these funds to serve students.



This chart provides a quick summary of how much Orange County School of Computer Science plans to spend for 2025-26. It shows how much of the total is tied to planned actions and services in the LCAP.

The text description of the above chart is as follows: Orange County School of Computer Science plans to spend \$9,933,484.00 for the 2025-26 school year. Of that amount, \$671,621.00 is tied to actions/services in the LCAP and \$9,261,863.00 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

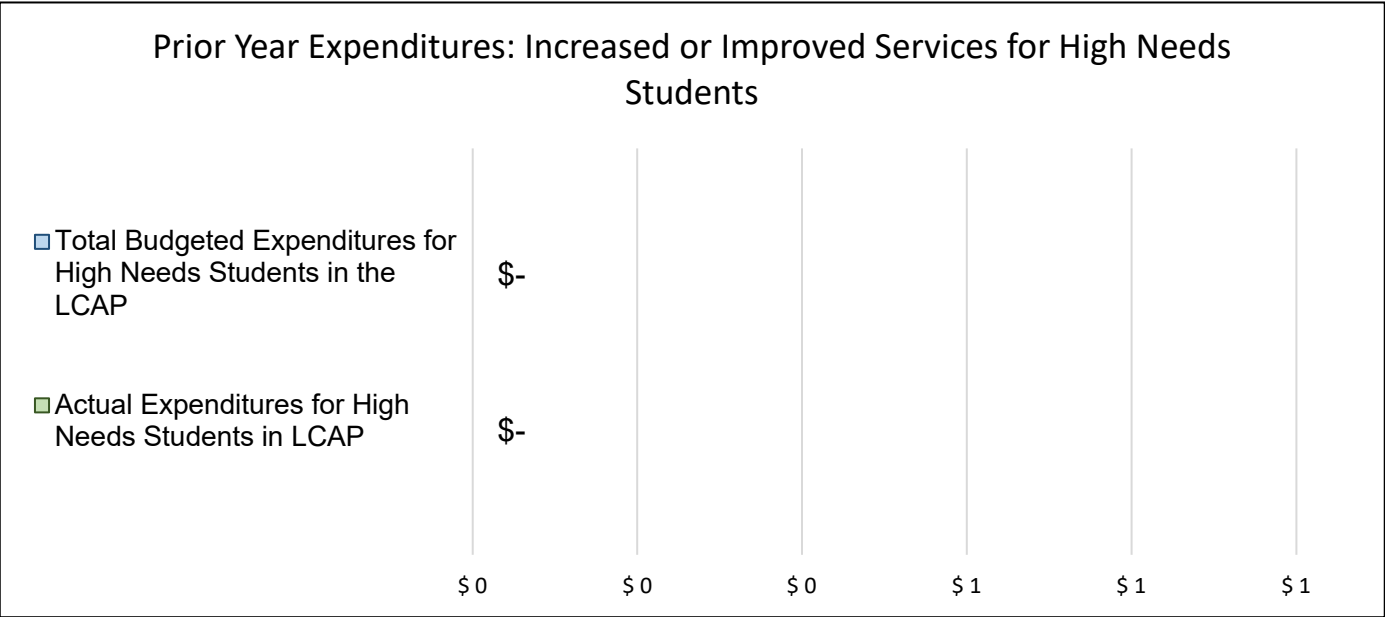
Expenses excluded from the LCAP encompass instructional materials, district facility maintenance, transportation operations, utilities and overhead, professional service costs, equipment and lease expenses, various categorical programs, and costs related to county operated programs.

Increased or Improved Services for High Needs Students in the LCAP for the 2025-26 School Year

In 2025-26, Orange County School of Computer Science is projecting it will receive \$671,621.00 based on the enrollment of foster youth, English learner, and low-income students. Orange County School of Computer Science must describe how it intends to increase or improve services for high needs students in the LCAP. Orange County School of Computer Science plans to spend \$671,621.00 towards meeting this requirement, as described in the LCAP.

LCFF Budget Overview for Parents

Update on Increased or Improved Services for High Needs Students in 2024-25



This chart compares what Orange County School of Computer Science budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what Orange County School of Computer Science estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

The text description of the above chart is as follows: In 2024-25, Orange County School of Computer Science 's LCAP budgeted \$0.00 for planned actions to increase or improve services for high needs students. Orange County School of Computer Science actually spent \$0.00 for actions to increase or improve services for high needs students in 2024-25.

Local Control and Accountability Plan

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Placentia-Yorba Linda Unified School District	Dr. William Gray Interim Principal, OCSCS	wgray@pylUSD.org (714) 985-8756

Plan Summary 2025-26

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA

The Orange County School of Computer Science (OCSCS) at Bernardo Yorba is a dependent charter school located within the Placentia-Yorba Linda Unified School District (PYLUSD) that was established with a mission to provide a rigorous, inclusive, and innovative learning environment. The school’s signature programs—such as the Visible Learning Framework, Mastery-Based Learning, and Innovation Lab electives—are designed to support student achievement, engagement, and equitable access to advanced coursework.

As a dependent charter school, OCSCS is still very much part of the PYLUSD family of schools and receives coordinated services from the District. 2024-25 is the first year of operation for OCSCS, and as such, the actions contained in this plan are the same as those in the PYLUSD LCAP, with a separate goal called out for additional actions that are specific to our school. During the year, we have met with our educational partners and community members in order to develop actions which are unique to the conversion charter school. These actions are outlined in Goal 9, which is specific to our school. OCSCS plans to maintain the district’s actions which have been vetted through extensive educational partner feedback for the 2025-26 academic year, unless otherwise stated that they do not apply to our school. The 2025-26 LCAP, as presented, includes Metrics for Goals that reflect OCSCS, but dollar amounts are not provided, as all funding and actions are already included in the 2025-26 PYLUSD LCAP.

To close achievement gaps and ensure access to quality education for all students, PYLUSD strategically allocates resources to support targeted interventions and academic improvements for unduplicated pupils. In response to district-wide data and input from educational partners, the district has identified key areas for improvement: foundational literacy and math skills, English language development, student wellness, and community engagement. To address these needs, PYLUSD has implemented a comprehensive plan with targeted interventions and instructional strategies.

PYLUSD enhances learning through intervention programs before, during, and after school, along with comprehensive math and writing initiatives. Early childhood education is expanding through an inclusive preschool model, and educator training emphasizes instructional best practices as part of the district’s Signature Practices initiative. Recognizing persistent achievement gaps, PYLUSD prioritizes English learner support through designated and integrated instruction, bilingual resources, and family engagement programs.

College and career readiness remains a focus, with robust Career Technical Education (CTE) pathways, dual enrollment programs, and articulated post-secondary guidance. Student wellness is prioritized through mental health specialists, intervention programs, and suicide

prevention initiatives. The district also ensures equitable resource distribution by directing support to high-need schools and strengthening attendance monitoring systems to assist at-risk students. These strategic actions foster academic excellence, career readiness, and student well-being across the district.

PYLUSD thrives on the dedicated involvement of parents, guardians, and community partners, including PTAs, the REACH Foundation, and other local community partners who provide invaluable support and opportunities for students. With a rich history dating back to 1874, the district celebrates 150 years of educational excellence while continuing to evolve. Driven by its mission to provide rigorous and relevant learning experiences, PYLUSD empowers students to become responsible, ethical, and engaged citizens prepared for future success.

Reflections: Annual Performance

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

Of note in this data analysis is that the metrics from the CA School Dashboard are indicative of the academic performance of the school prior to its conversion to a charter school and the associated change to incorporate research-based instructional practices. Nonetheless, recent performance data highlights specific areas for improvement. While the school has achieved strong performance in English Language Arts (Green) and suspension rates (Blue, +3), there are notable challenges in Mathematics (Yellow, -1), English Learner Progress (N/A, with 50% making progress, a decline of 10%), and Chronic Absenteeism (Yellow). These trends indicate a need for targeted interventions to ensure all students, particularly English Learners and those struggling in math, receive the necessary support to succeed.

When compared to districtwide performance data, OCSCS exhibits similar trends in English Language Arts and Chronic Absenteeism but lags behind in English Learner Progress. The district as a whole maintains a Green rating in both English Language Arts and Mathematics, with an Orange rating (-1) in English Learner Progress—suggesting that language acquisition is a broader challenge requiring districtwide attention.

Reflections: Technical Assistance

As applicable, a summary of the work underway as part of technical assistance.

Not applicable

Comprehensive Support and Improvement

An LEA with a school or schools eligible for comprehensive support and improvement must respond to the following prompts.

Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

Not applicable

Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

Not applicable

Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

Not applicable

Engaging Educational Partners

The Orange County School of Computer Science (OCSCS) is a dependent charter. Throughout the 2024-25 academic year, OCSCS has been part of PYLUSD and has been included in all PYLUSD educational partner feedback sessions. Additional separate feedback sessions were held with OCSCS stakeholders throughout the year as well.

The Placentia-Yorba Linda Unified School District (PYLUSD) is committed to using the Local Control and Accountability Plan (LCAP) to guide a cycle of continuous improvement. The engagement of parents, students, teachers, staff, and other community members plays a critical role in supporting the implementation, evaluation, and future adjustments of this plan. The District called upon existing advisory groups as well as held a districtwide Community Forum to ensure all voices were heard and reflected. The following groups were actively involved in the LCAP development process described below:

- OCSCS Advisory Council: The Advisory Council is composed of staff, parents, and community members to provide input on the operations of the school.
- OCSCS Staff: Staff were invited to attend the various other input sessions across the district. Input on OCSCS-specific actions was gathered via a survey and drop-in feedback sessions before & after school in March. Staff input was also gathered via the PYLUSD Stakeholder Survey.
- OCSCS Students: Student input was gathered via the PYLUSD Stakeholder Survey.
- OCSCS Parents: Parent input was gathered via the PYLUSD Stakeholder Survey as well as an explicit OCSCS-LCAP survey.
- PYLUSD District Leaders: Superintendent, Assistant Superintendents, Directors, and School Site Administrators
- Superintendent's Parent Advisory Groups: Composed of parents representing each grade span level as well as parents of students in our special education program
- Student Advisory Committee: Students representing all schools, including Unduplicated Pupils, from all grade spans
- District English Language Advisory Council (DELAC): Representatives from each school's English Language Advisory Council and other parents of English learners
- Placentia-Yorba Linda Unified Council of PTAs: Representatives from each PTA across the district
- Association of Placentia-Linda Educators (APLE): Certificated bargaining unit representatives
- California School Employees Association (CSEA, Chapter 293): Classified bargaining unit representatives
- Teacher Advisory Council (TAC): Teacher representatives from each school across the district
- Community Forums: Open community forum for all community members, including staff
- Special Education Local Plan Area (SELPA): Regular meetings with Assistant Superintendent, Student Support Services, SELPA administrator, Special Education Director, Special Education Administrator in the development of the LCAP

NOTE: There are no tribes nor civil rights organizations served by the Placentia-Yorba Linda Unified School District

Separate meetings were held for each advisory group, conducted either virtually or in person to ensure accessibility. Prior to these sessions, a pre-recorded video outlining the budget overview, LCAP goals, and proposed actions was shared with participants. Student representation was prioritized through the Student Advisory Committee, which included a diverse selection of students from multiple school sites. Efforts were

made to ensure that Foster Care, English Learner, Long-Term English Learner, and Socio-economically Disadvantaged student populations were represented, in alignment with LCAP requirements.

During the meetings, the Acting Superintendent, Assistant Superintendent of Educational Services, and Directors from Educational Services and Student Support Services provided presentations on LCAP development procedures, fiscal considerations, outcome data, and proposed actions to address identified needs. Advisory members were given recommendations for improvement and had the opportunity to offer feedback, with representatives from all district departments available to address questions. Parents, community members, students, and staff were encouraged to share perspectives and suggest areas for growth. Feedback was systematically collected through meeting notes, organized by action item, and analyzed to inform the LCAP writing team's decision-making process.

The following list of dates details the input and/or consultation sessions held to engage all of PYLUSD's educational partners:

- February 4, 2025 - Superintendent's Secondary Parent Advisory Committee
- February 5, 2025 - Student Advisory Committee (5th, 8th, and 12th grade student representatives)
- February 11, 2025 - Board of Education Mid-year LCAP Feedback Presentation and Input Session
- February 12, 2025 - APLE (Association of Placentia-Yorba Linda Educators) Study Session
- February 13, 2025 - Principals' Feedback Session
- February 18, 2025 - Superintendent's Elementary Parent Advisory Committee
- February 20, 2025 - CSEA (Classified Employee Association) Study Session
- February 20, 2025 - Teacher Advisory Committee Feedback Session
- March 5, 2025 - PYLUC (Placentia-Yorba Linda Unified PTA Council) Feedback Session
- March 11, 2025 - OCSCS Staff Drop-in Sessions and Electronic Survey Distribution
- March 12, 2025 - OCSCS Advisory Council Feedback Session
- March 18, 2025 - Community Town Hall, DELAC (District English Language Advisory Committee), and Title I Parent Study Session
- April 22, 2025 - PYLUSD School Board Study Session
- May 2025 - Share draft LCAP with OCDE
- June 2025 - Share draft LCAP on district website for public review
- June 2025 - Provide written responses to any LCAP concerns from PYLUC and DELAC
- June 2025 - Local Indicators School Board Presentation
- June 2025 - LCAP and Budget Public Hearing
- June 2025 - Board approval of LCAP and Local Indicators
- June 2025 - Submit approved LCAP to OCDE and post on district website in English and Spanish

The involvement of these educational partners supported improved outcomes for students, including Unduplicated Pupils. Identified needs became the driving force behind all actions in the LCAP.

Educational Partner(s)	Process for Engagement
Superintendent's Secondary Parent Advisory Committee	On February 4, 2025, the Superintendent's Secondary Parent Advisory Committee met via zoom. District leadership offered insights into LCFF and outlined the objectives of the LCAP. They presented data on performance across state priorities and Dashboard indicators, focusing on achievement gaps. Proposed strategies to enhance services for Foster Youth, English Learners, Long-Term English Learners and Socio-economically Disadvantaged students were also deliberated. Community members actively engaged by asking questions and sharing their perspectives during the live session. Additionally, our SELPA Community Advisory Committee is part of this parent advisory committee and provides input. Our SELPA Administrator is also actively involved with the development and review of our LCAP for PYLUSD and part of each of the community engagement sessions.
Student Advisory Committee	During the Student Advisory Committee meeting on February 5, 2025 via zoom, students from elementary, middle, and high school provided valuable insights on ways to enhance engagement, support, and academic success across all grade levels. Elementary students emphasized the need for more interactive learning experiences, English Language Development (ELD) support, and attendance incentives, while also advocating for stronger social-emotional support and community-building initiatives. Middle school students highlighted the importance of study halls, peer mentoring, and after-school tutoring, along with increased motivation strategies and improved communication regarding academic expectations. High school students focused on teacher engagement, instructional quality, and college and career readiness, stressing the need for structured guidance, expanded academic resources, and better communication about available support services. Across all grade levels, students voiced a strong desire for inclusive learning environments, additional extracurricular opportunities, and enhanced access to wellness resources, reinforcing the need for continued collaboration to address their evolving needs.
Mid-Year LCAP Presentation to the Board of Education	At the February 11, 2025, Board of Education meeting, a mid-year progress update on LCAP goals and actions was presented. The update included a brief budget overview and a summary of the progress made on various actions throughout the school year. Board members were also given the opportunity to provide feedback on the goals and actions discussed.
Association of Placentia-Yorba Linda Educators (APLE)	On February 12, 2025, the APLE executive board and district leadership convened to assess district performance regarding state priorities and Dashboard indicators. A presentation covered available budgetary resources, academic performance disparities, and proposed strategies to enhance services for Foster Youth, English Learners, Long-Term English Learners, and Socio-economically Disadvantaged students. APLE members offered feedback on the proposed goals and actions.

PYLUSD Principals	Site principals convened for a meeting on February 13, 2025 during which district staff briefed them on the background of the LCAP, the available budgetary resources, and reviewed performance data of our various student groups. Principals actively participated in a table activity where they were tasked with reviewing proposed actions and sharing actions that are implemented at their respective sites aimed at enhancing services for unduplicated students.
Superintendent's Elementary Parent Advisory Committee	On February 18, 2025, the Superintendent's Elementary Parent Advisory Committee met via zoom. District leadership offered insights into LCFF and outlined the objectives of the LCAP. They presented data on performance across state priorities and Dashboard indicators, focusing on achievement gaps. Proposed strategies to enhance services for Foster Youth, English Learners, Long-Term English Learners and Socio-economically Disadvantaged students were also deliberated. Community members actively engaged by asking questions and sharing their perspectives during the live session. Moreover, they were given an electronic survey to express individual feedback. Additionally, our SELPA Community Advisory Committee is part of this parent advisory committee and provides input. Our SELPA Administrator is also actively involved with the development and review of our LCAP for PYLUSD and part of each of the community engagement sessions.
California School Employee Association (CSEA) Chapter 293	On February 20, 2025, the CSEA executive board and district leadership convened to assess district performance regarding state priorities and Dashboard indicators. District leaders outlined available budgetary resources, academic performance gaps, and suggested measures to enhance services for Foster Youth, English Learners, Long-Term English Learners, and Socio-economically Disadvantaged students. CSEA members offered student-centered feedback on the proposed measures and provided the LCAP revision team with valuable input.
Teacher Advisory Committee (TAC)	On February 20, 2025, the Teacher Advisory Council and district leadership convened to review the Dashboard indicators and proposed actions to reduce existing achievement gaps. District leaders outlined available budgetary resources, academic performance gaps, and suggested measures to enhance services for Foster Youth, English Learners, Long-Term English Learners, and Socio-economically Disadvantaged students. TAC members offered student-centered feedback on the proposed measures and provided the LCAP revision team with valuable input.
PYLUC PTA	On March 5, 2025, the PYLUC PTA Presidents met in person at the district office. District leaders offered insights into LCFF and discussed the purpose of the LCAP, presenting performance data across state priorities and Dashboard indicators. The group addressed achievement gaps and explored proposed actions to enhance services for Foster Youth, English Learners, and Socio-economically Disadvantaged students. Attendees had the chance to ask clarifying questions and offer in-person suggestions. PYLUC provided feedback on all proposed actions.

OCSCS Staff Input	The OCSCS Staff was asked to provide their input on proposed actions unique to OCSCS via an electronic survey that was emailed to all staff members. On March 11, 2025 two drop-in feedback sessions were held before and after school for staff members to ask clarifying questions of the Interim Principal. Staff members were provided with clarity as needed and then were asked to fill out the form to centralize the feedback.
OCSCS Advisory Council	The OCSCS Advisory Council held a regular meeting on March 12, 2025 at the OCSCS campus, per its bylaws and practices. The Council was apprised of the draft actions unique to OCSCS and were offered the opportunity to provide their input and suggestions. Following the presentation, the Council engaged in discussions, ask questions about each goal, and provided feedback on proposed actions.
Community Town Hall, DELAC, and Title 1 Parent Advisory	The Community Town Hall and District English Learners Advisory Committee (DELAC) convened on March 18, 2025, at the district office with Spanish translation available. District leadership presented an overview of LCFF, discussed the purpose of the LCAP, and shared performance data on state priorities and Dashboard indicators. The meeting addressed achievement gaps and proposed actions to enhance services for Foster Youth, English Learners, Long-Term English Learners, and Socio-economically Disadvantaged students. After the presentation, attendees were randomly assigned to small groups by goal to encourage engagement in the feedback collection process. Community members actively participated by asking questions and providing input during the live session.
Board Study Session	The Board Study Session took place on April 22, 2025. During the session, district leadership will provide an overview of the LCFF, share performance data across state priorities, and review the Dashboard indicators, with a focus on addressing achievement gaps and enhancing services for Foster Youth, English Learners, and Socio-economically Disadvantaged students. The annual evaluation of the current year LCAP will also be discussed, leading to the discontinuation of some actions, amendments to others, and proposals for new actions. Following the presentation, the board engaged in discussions, ask questions about each goal, and provide feedback on proposed actions.
Orange County School of Computer Science	The Orange County School of Computer Science Advisory Council met to review Dashboard performance and suggested staff actions to continue the work of the school on March 12, 2025. Informational sessions about the LCAP process were held for staff members on March 11, 2025. Surveys were sent to staff members and community members to gather their input on how the proposed actions captured the signature practices of the school and would work to support student achievement. These were sent out the week of March 10, 2025.

As a result of the various input sessions, feedback and ideas for the development of the Local Control Accountability Plan (LCAP) were gathered. Listed below is a summary of the feedback and ideas gathered that were specific to OCSCS.

Schoolwide actions to improve academic achievement at the Orange County School of Computer Science

Key themes from the Orange County School of Computer Science feedback sessions include:

- Educational Partners appreciated that the Innovation Labs were explicitly named as a signature practice of the school and would like resources dedicated to continuing this opportunity for students.
- The Advisory Council members were proud to see the achievement of the ELA indicator being in the Green range and the Suspension rate indicator being in the blue.
- The Advisory Council members would like to see the indicators for Math improve as that will attest to the validity of the Singapore Math curriculum and would like to see the English Learner Progress indicator improve to benefit those students.
- The Advisory Council members suggested volunteer opportunities for parents to join in supervision to help foster a positive school climate, like the WatchDogs programs at other sites.
- The Advisory Council appreciated that the Innovation Labs were explicitly named as a signature practice of the school and would like resources dedicated to continuing this opportunity for students.
- The Advisory Council shared that OCSCS does not use PBIS, but rather the Learner Mindframes from the Visible Learning professional development series that the teachers have been undergoing.

Schoolwide actions to improve academic achievement of all Unduplicated Pupils at the Orange County School of Computer Science.

Actions influenced include:

- Highly qualified teachers and staff
- Comprehensive instructional program which includes Computer Science principles
- Mastery-based learning assessment and feedback practices
- Phasing out of Dual Language Academy
- Acceleration of academic language acquisition of English Learners
- Conceptual mastery of mathematics
- Robust attendance tracking system
- Positive Behavior Interventions and Supports
- Full inclusion model of Special Education
- Data-based interventions
- Honors level coursework and contracts

Listed below is a summary of the feedback and ideas gathered from educational partners for each relevant districtwide goal.

Goal 1: PYLUSD will provide innovative, rigorous, and relevant educational experiences that empower students to become responsible, ethical, and contributing citizens.	Goal 2: PYLUSD will continue to provide the necessary resources, skills, and opportunities for all students to meet or exceed grade level expectations.

Chronic Absenteeism & Attendance Support

- Current Trends: Absenteeism is improving post-COVID but still needs reduction.
- Transportation Solutions: Promote bus pass access (OCTA) and community transit options.
- Intervention Strategies:
 - Encourage partial-day attendance when possible.
 - Track and analyze absence data to address trends.
 - Improve parental awareness of attendance impact on achievement.
 - Examine attendance policies of neighboring districts (e.g., Saturday school, parent meetings).
 - Increase communication with parents and ensure independent study completion counts toward attendance.
 - Introduce student incentives for attendance but avoid promoting perfect attendance for sick students.
 - Improve engagement through extracurriculars, mentorship, and varied lesson delivery.

Academic Interventions & Instructional Support

- Math & ELA Support:
 - Expand elementary and middle school math intervention.
 - Continue IXL for all Algebra 1 levels.
 - Improve elementary math textbooks and explore alternative programs like ST Math.
 - Maintain ELD teachers and provide targeted English learner support.
 - Provide structured after-school interventions aligned with school schedules.
 - Increase bilingual staffing for translation and interpretation needs.
- Curriculum & Assessment:
 - Awareness of over-testing, especially in elementary grades.
 - Improve clarity on CAASPP assessments and compliance.
 - Increase media literacy instruction to enhance research and critical thinking skills.
 - Address challenges with combination classes (e.g., K/1, 5/6).
 - Enhance reading interventions and address writing skill gaps as a district priority.

Professional Development & Teacher Support

- Training Improvements:
 - Summer institute feedback indicates a need for more practical, classroom-ready training.
 - Teachers request additional training for new curriculum adoptions.
 - Ensure classified staff receive emergency procedure training and are compensated.

School Engagement & Student Motivation

- Extracurricular & Incentive Programs:

- Expand middle school athletics and integrate VAPA opportunities.
- Provide structured extracurricular activities (e.g., student council, English-learning games, academic competitions).
- Increase opportunities for hands-on, engaging lessons to improve classroom participation.
- Partner with businesses to introduce students to career paths.
- Parental & Community Engagement:
 - Reinroduce the Classified Advisory Committee for broader staff input.

Goal 3: PYLUSD will close the academic achievement gap for English Learner (EL) students.

Key themes from the feedback sessions include:

Encouraging ELPAC Preparation at Home and School

- Utilize CAASPP website and interim ELPAC practice tests in class.
- Integrating test prep into instruction to familiarize students with the format.

Parental Communication and Support

- Communicate the importance of ELPAC during DELAC/ELAC meetings.
- Provide multilingual resources for parents.
- Offer workshops on email communication and expand multilingual outreach.
- Improve clarity in the Home Language Survey to prevent misclassification of students.

Additional Resources for English Learners, Especially in Math

- Provide Spanish versions of classroom materials.
- Increase EL support, particularly in middle school content areas.
- Explore grants for literacy coaches at additional Title I sites.
- Expand family engagement efforts.

Expanding Bilingual Aide and Staff Support

- Address concerns about bilingual aide exam difficulty and wages.
- Consider biliterate vs. bilingual classifications for aides.
- Increase language support for special education students.
- Assess staffing allocations for equitable support across schools.

Enhancing ELD Instruction and Training

- Increase GLAD training for general education teachers.

- Provide more structured small-group interventions.
- Maintain AST/ELD support with a focus on early intervention.
- Expand the use of technology tools like Lexia and Nearpod.
- Consider adding a resident substitute teacher for ELD support.

Reclassification and Student Progress Monitoring

- Improve the process for reclassifying students, especially those with IEPs.
- Track long-term EL students (LTELs) earlier to prevent stagnation.

Summer and After-School Programs for ELs

- Expand summer ELD programs to more sites, including non-Title I schools.
- Provide more targeted intervention resources for newcomers.
- Strengthen after-school tutoring and mentorship programs.

Making English Learning Engaging

- Encourage peer mentoring and classroom buddy systems.
- Increase small group and one-on-one support.
- Offer additional test-taking strategies and study skill workshops.

Districtwide Improvements in EL Services

- Ensure equitable access to bilingual community advisors.
- Explore ParentSquare for multilingual communication.
- Explore digital translation tools for textbooks and materials.
- Address discrepancies between rising math scores and declining ELA scores.

Goal 4: PYLUSD will close the academic achievement gap for Long-term English Learner (LTEL) students.

Key themes from the feedback sessions include:

Parent and Community Engagement:

- Increase parent involvement by implementing strategies such as milestone celebrations and accessible communication.
- Explore opportunities for parents to engage in their native language to foster a sense of belonging.
- Improve awareness of translation services and school-based resources for families.

Instructional Support and Curriculum:

- Utilize software and technology to enhance language acquisition.
- Expand access to after-school tutoring, bilingual tutors, and targeted writing support.
- Provide differentiated instruction, word banks, and writing packets to address specific learning gaps.
- Consider alternative curriculums like Read 180 to strengthen reading and writing skills.
- Ensure teachers are trained in assessing student needs across language domains, with a focus on writing and literacy.

Early Intervention and Progress Monitoring:

- Identify and support students at risk of becoming LTELs before middle school.
- Increase ELPAC test awareness and integrate assessment data into classroom strategies.
- Implement goal-setting initiatives earlier and track progress through data systems like Aeries.
- Address chronic absenteeism as a barrier to academic progress and reclassification.

Student Motivation and Engagement:

- Embed motivation strategies, such as career awareness and goal-setting, to emphasize the importance of learning English.
- Expand leadership and peer mentoring programs to provide EL students with support.
- Recognize student progress with incentives, milestone celebrations, and PBIS integration.

Professional Development for Teachers:

- Train general education teachers on ELPAC rigor and effective EL instructional strategies.
- Provide site-based coaching and instructional support tailored to LTELs.
- Increase teacher awareness of LTEL data through Aeries and other analytics tools.

Additional Support and Community Partnerships:

- Expand AVID Excel and assess its effectiveness in supporting LTELs.
- Explore alternative reclassification methods for students with IEPs.
- Enhance outreach efforts through community initiatives like PIQE and potential Community Schools grants.
- Improve access to school-based bilingual resources, student ambassadors, and mentorship programs.

Goal 5: PYLUSD will close the academic achievement gap for Socio-Economically Disadvantaged (SED) students.

Key themes from the feedback sessions include:

Career and Technical Education (CTE) Expansion

- Increase CTE pathways at Valencia High School, focusing on hands-on, technical, and trade-related programs (robotics, autobody, mechanical, manufacturing).
- Strengthen connections with community college courses to provide real-life career skills.

- Advocate for a district-wide Trade Fair, College Fair, and Career Day.

Academic Support and Intervention

- Provide intervention programs during the school day (lunch, tutorial time) to address transportation barriers.
- Expand AVID and other career-readiness programs at elementary and middle school levels.
- Address gaps in subject-specific tutoring, such as the absence of an ELA lab.
- Improve test-taking confidence and familiarity with testing formats.
- Consider structured tutorial periods during the school day to support secondary level students.

Attendance and Student Engagement

- Increase staff outreach to families to improve attendance and address chronic absenteeism.
- Principals and teachers may actively engage families through home visits and conferences.
- Encourage elementary school leaders to promote college awareness (e.g., reading books about college).
- Expand after-school sports programs to build student connections and engagement.

Counseling and Social-Emotional Support

- Ensure the availability of counselors, especially at non-Title I schools.
- Explore the implementation of SEL lessons.
- Support additional behavioral and wellness staff at high-need schools.
- Expand RBT (Registered Behavior Technician) support for intervention and special education.

Transportation and Accessibility

- Address transportation challenges preventing students from accessing after-school programs.
- Continue expanding bus routes for greater accessibility.
- Improve outreach about available transportation options for high-impact sites.

Family and Community Engagement

- Enhance school-family connections by training front office staff on available support services.
- Offer resources such as child care, supply donations, clothing drives, and financial literacy education.
- Increase partnerships with PTAs and community businesses to provide incentives for engagement.
- Explore the Community Schools model to support whole-family needs.

College and Career Readiness

- Expand financial literacy and career preparation courses.
- Improve access to information on college majors, career pathways, and application processes.
- Strengthen AVID integration and explore ways to engage non-AVID students in similar opportunities.

- Increase real-world learning experiences through internships and mentorships.

Goal 6: PYLUSD will close the academic achievement gap for Foster Youth (FY) students.

Key themes from the feedback sessions include:

Enrollment & Stability

- Research other existing support models for best practices.
- Establish policies to ensure school stability for FY despite home placement changes.
- Maintain transportation support to keep FY at the same school when possible.

Access to Resources & Support Services

- Strengthen connections with county agencies to ensure FY and families access available resources.
- Utilize FY liaison to coordinate support across schools and the district.
- Organize a Resource Fair for FY similar to special education info nights.
- Investigate/expand mental health services (CYBHI).
- Increase counselor availability at schools with FY.
- Ensure FY mentors are consistently available, even at non-Title I schools.

Academic Support & Engagement

- Enhance tutoring services with earlier referrals for struggling students.
- Improve awareness and marketing of FY tutoring services for families.
- Provide teacher training in trauma-informed practices to better support FY.
- Allow time in class for student support and homework help.
- Address challenges with transient students struggling with academic vocabulary.

School Belonging & Social-Emotional Support

- Create peer-to-peer buddy programs for school transitions.
- Develop clubs and groups where FY can share experiences and build connections.
- Offer a variety of extracurricular activities, including middle school sports and interest-based clubs.
- Build community through celebrations, school-wide activities, and SEL initiatives.
- Promote an inclusive environment with mentorship, student buddies, and staff awareness training.

Staff Training & Professional Development

- Train staff district-wide on trauma-informed practices and supporting high-need students.
- Ensure all staff working with FY (teachers, counselors, wellness specialists) know who they are and the support available.

- Improve communication about funding and support services for FY.

Additional Recommendations

- Establish a designated point person for each FY (liaison, mentor, or community liaison).
- Consider hosting or participating in a regional FY Summit for shared learning and strategy development.
- Implement absentee interventions, including monitoring, notifications, and meetings.
- Create a welcoming environment through Care Closets, service groups, and ASB/activities cards.

Goal 7: PYLUSD will close the academic achievement gap for all Unduplicated Pupils through district-wide and school-wide actions.

Key themes from the feedback sessions include:

Parent & Community Engagement

- Parent involvement has decreased post-COVID, affecting student performance.
- PTA meetings help inform and engage parents, but parents want more district-led programs.
- The Superintendent's Parent/Student Advisory Committee is a valuable connection between parents and the district.
- More language support is needed to involve families in the school community.
- Parenting classes should be encouraged to help parents support students.
- Improve communication about academic programs and support services for students and families.

Attendance & Absenteeism

- Chronic absenteeism remains a concern; incentive-based attendance campaigns are effective.
- Attendance tracking and reporting should be more frequent (e.g., weekly updates to principals and clerks).
- Strengthen absenteeism interventions, including home visits and SART/SARB follow-through.
- Consider attendance credit recovery at the elementary level, including Saturday school.

Academic Support & Interventions

- Continue after-school interventions and tutoring, expanding availability and structure.
- Maintain and promote tutorial periods at the secondary level.
- Investigate effectiveness and expand math labs at middle schools.
- Provide small group instruction, structured student partnerships, and pre-assessments for targeted learning.
- Maintain interventions such as Reflex for math and ST Math as in-school support.

Student Support & School Climate

- Improve student connections through clubs, buddy systems, peer mentoring, and social-emotional learning (SEL).

- Schools should foster welcoming and inclusive environments through positive reinforcement and relationship-building.
- Encourage student leadership in clubs, service groups, and new student integration activities.
- Recognize and celebrate diverse cultures to improve student belonging and engagement.
- Structured opportunities for students to connect with peers (e.g., community-building events, field days).
- Ensure schoolwide consistency in behavioral support, including PBIS and restorative practices.

Counseling & Mental Health Support

- Increase counselor availability and lower student-to-counselor ratios for personalized support.
- Ensure students and staff are aware of mental health resources.
- Health clerks at middle schools are currently part-time; consider increasing hours and training in emotional support.
- Expand trauma-informed training for teachers and staff.
- Update the Suicide Prevention Curriculum with more engaging content.

Pathways, College & Career Readiness

- Consider strengthening high school pathway programs.
- Early exposure to career pathways should start in middle school.
- Dual enrollment opportunities should be more widely advertised.
- More life skills courses should be introduced.
- Improve website updates and communication regarding available programs.
- Expand access to popular programs like manufacturing, which fills up quickly.
- Ensure students are aware of academic resources, internships, and scholarships.

Teacher & Staff Support

- Provide ongoing PD for intervention strategies, reading difficulties, and AVID strategies.
- Support teachers in behavioral management.
- Encourage teachers to incorporate more student engagement activities.
- Offer structured time for teachers to identify and support struggling students.
- Consider peer support programs where student aides assist in classrooms.

Equity & Resource Allocation

- Schools with high concentrations of ELs and SED students should receive targeted resource allocations.
- Explore the possibility of increasing district leadership support through supplemental funding.
- Ensure transparency in how funding is allocated to support unduplicated pupils.

It gathered during educational partner feedback sessions were examined to ensure the actions proposed are needs-responsive and
 ets-oriented. Many of the suggestions from our educational partners will assist our district as we drive instructional improvements and

allocate resources effectively. The following actions within each goal were either created or revised based on feedback from our educational partners:

Goal 1: PYLUSD will provide innovative, rigorous, and relevant educational experiences that empower students to become responsible, ethical, and contributing citizens.

Goal 2: PYLUSD will continue to provide the necessary resources, skills, and opportunities for all students to meet or exceed grade level expectations.

Actions influenced include:

- 2.2 - Professional development for certificated staff
- 2.4 - Effective CAASPP administration
- 2.5 - Equitable distribution of resources
- 2.6 - Professional development for classified staff

Goal 3: PYLUSD will close the academic achievement gap for English Learner (EL) students.

Actions influenced include:

- 3.4 - Professional development to assist English Learners with IEPs
- 3.6 - Ensuring equitable access to core and supplemental ELD curriculum
- 3.20 - Ensuring assets-oriented and needs-responsive schools
- 3.21 - Implementation of an English Learner Snapshot

Goal 4: PYLUSD will close the academic achievement gap for Long-term English Learner (LTEL) students.

Actions influenced include:

- 4.1 - AVID Excel program
- 4.7 - Engaging with LTELs
- 4.8 - Early intervention for students at-risk for LTEL
- 4.9 - Teacher and staff awareness of LTELs
- 4.10 - Structured check-ins with LTELs
- 4.11 - Effective language teaching strategies
- 4.12 - Student-driven goal setting and progress monitoring
- 4.13 - LTEL progress monitoring

Goal 5: PYLUSD will close the academic achievement gap for Socio-Economically Disadvantaged (SED) students.

Actions influenced include:

5.14 - Elementary Math Fellows

5.15 - Mentoring program

Goal 7: PYLUSD will close the academic achievement gap for all Unduplicated Pupils through district-wide and school-wide actions.

Actions influenced include:

7.3 - Maintaining class size reduction in TK and K

7.4 - Training on tier one intervention strategies

7.32 - Secondary school intervention programs

7.33 - Maintenance of CTE pathways

7.34 - Title I Parent Advisory Committee

7.35 - Expansion and support of Dual Language Academy

7.38 - Interpretation support for materials and meetings

7.39 - Site level awareness of unduplicated pupils

Goals and Actions

Goal

Goal #	Description	Type of Goal
1	PYLUSD will provide innovative, rigorous, and relevant educational experiences that empower students to become responsible, ethical, and contributing citizens.	Broad

State Priorities addressed by this goal.

(4) Student Achievement, (5) Student Engagement, (6) School Climate, (8) Other Student Outcomes

An explanation of why the LEA has developed this goal.

This goal was established to sustain and enhance the school’s academic performance while addressing key areas of growth. Schoolwide ELA achievement remains in the Green performance indicator, while student groups such as English learners and Students with Disabilities, are demonstrating an achievement gap. Mathematics achievement for all students declined from Green to Yellow, demonstrating a need for schoolwide action to support this content area- this is being addressed via the adoption and use of a new Singapore Math curriculum.

Despite these successes, the school recognizes areas for continued growth, including the need to improve English learner progress, reduce chronic absenteeism—especially among certain student subgroups—and close persistent achievement gaps for English Learners, Foster Youth, Students with Disabilities, and Socioeconomically Disadvantaged students. To address these challenges, OCSCS is implementing interventions such as a focus on mastery-based learning & assessment and providing increased access to computer science education. Additionally, efforts to enhance community engagement and provide innovative academic pathways will further support student success. By prioritizing these initiatives, OCSCS aims to empower all students to thrive academically and become responsible, ethical, and contributing citizens.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
1	English Language Arts CA Dashboard Indicator, Percentage Meeting or Exceeding Standards, and Distance from Standard (DFS)	2022-2023 Schoolwide: (55.9%) = Green DFS =11.2 above EL: (0%) = Yellow DFS = 61.8 below SED:(40%) = Orange DFS = 25 below SWD:(19.2%) = Red DFS = 102.4 below Hispanic: (40.5%) = Yellow DFS=21.6 below	2023-2024 Schoolwide: (58.5%)= Green DFS =14.1 above EL: (2.7%) Red DFS = 85.2 below SED:(39.6%) Orange DFS = 36.8 below SWD:(7.84%) = Red DFS = 109.5 Hispanic: (42%) Orange DFS=22.6 below		2025-2026 Schoolwide: (62%) = Blue DFS = 44.1 above EL: (7%) = Blue DFS= 10 above SED: (44%) = Blue DFS = 10 above SWD: (24%) = Yellow DFS = 70 below Hispanic: (46%) = Blue DFS = 10 above	Schoolwide: (+2.6%) No change in color DFS = Maintained 2.9 points EL: (+2.7%) Color: moved down 1 color DFS = -23.5 points SED: (-1.7%) No change in color DFS= - 11.8 points SWD: (-11.4%) No change in color DFS=-7.1 points Hispanic: (+1.5%) Color: moved down 1 color DFS = maintained -0.9 points

2	Mathematics CA Dashboard Indicator, Percentage Meeting or Exceeding Standards, and Distance from Standard (DFS)	2022-2023 Schoolwide: (48.2%) = Green DFS = 4.8 below EL: (15.2%) Yellow DFS = 62.2 below SED: (34.9%) Orange DFS = 40.5 below SWD: (17%) Orange DFS = 104.2 below Hispanic: (29.6%) Yellow DFS = 49 below	2023-2024 Schoolwide: (49.6%) = Yellow DFS = 4.9 below EL: (16.2%) = Orange DFS = 65.9 below SED: (33.2%) = Orange DFS = 48.2 below SWD: (19.2%) = Orange DFS = 96.8 below Hispanic: (31.2%) = Orange DFS = 47.7 below		2025-2026 Schoolwide: (55%) = Blue DFS = 25.1 above EL: (17%) = Blue DFS = 0 SED: (41%) = Blue DFS = 0 SWD: (22%) = Blue DFS = 0 Hispanic: (36%) = Blue DFS = 0	Schoolwide: (+1.4%) Color = Moved down 1 color DFS = maintained -0.1 points EL: (+1%) Color: moved down 1 color DFS = -3.7 points SED: (-1.7%) No change in color DFS = -7.7 points SWD: (+2.2%) No change in color DFS = +7.4 points Hispanic: (+1.6%) Color: moved down 1 color DFS: Maintained 1.2 points
3	Suspension Rate and CA Dashboard Indicator	2022-2023 5.5% = Yellow	2023-2024 2% = Blue		2025-2026 2% = Blue	Decrease of 3.5%

4	English Learner Progress CA Dashboard Indicator and Percentage Making Progress Towards Proficiency	2022-2023 60%= No Color	2023-2024 50% = No Color		2025-2026 65%	Decrease of 10%
5	Chronic Absenteeism Rate and CA Dashboard Indicator	2022-2023 19.2% = Yellow	2023-2024 13.7% = Yellow		2025-2026 10% = Green	Decrease of 5.5%
6	Passing Grades Indicated on Transcript in Core Content Classes (A, B, or C)	First Semester 2022-2023: ELA = 93% Math = 74% Science = 82% Social Science= 79%	First Semester 2023-2024: ELA = 85% Math = 68% Science = 84% Social Science= 87%		First Semester 2025-2026: ELA = 92% Math = 89% Science = 91% Social Science = 91%%	ELA = Decrease of 8% Math = Decrease of 6% Science = Increase of 2% Social Science= Increase of 8%
7	Attendance Rate	2022-2023 93.81%	2023-2024 94.51%		2025-2026 94%	Increase of 0.7%
8	Suspension Rate	2022-2023 5.5%	2023-2024 2%		2025-2026 2%	Decrease of 3.5%

Goal Analysis for 2025-26

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Goal 1.0 focused on providing innovative, rigorous, and relevant educational experiences to students. All actions were implemented with fidelity and there were no substantive differences between planned actions and actual implementation. The targeted intervention program was successfully offered during the 2024-25 school year. The middle school athletics program was implemented as planned, offering students the opportunity to participate in Volleyball, Cross Country, Flag Football, Wrestling, and Track. Our school successfully provided an innovative educational experience for students this year.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

There were no material differences between budgeted expenditures and estimated actual expenditures for any actions.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

We successfully provided an instructional program that includes opportunities for students to learn Computer Science principles, take elective courses in Innovation Labs, and experience CSTEM extension activities in core classes as relevant. We also successfully participated in the Middle School Athletics program during the 2024-25 school year, with teams formed for volleyball, cross country, wrestling, track, and flag football.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

As a result of reflection on prior practice, we have added additional Distance From Standard (DFS) metrics for the ELA and Math CAASPP. We have also increased the three year outcome for any metrics that we were able to successfully reach the previously established three-year outcome in the first year. Actions 1.6-1.8 and 1.10 do not apply to OCSCS. Additionally, the following new actions have been added to the LCAP this year:

Action 1.12: Mastery Based Learning

We will provide an instructional program whose assessment and feedback practices are grounded in mastery based learning.

Action 1.13: School Climate

will continue to use the Learner Mindframes to promote positive behavior and create a supportive school climate which can include acknowledging and rewarding good attendance behaviors.

Action 1.14: SPED Inclusion

We will maintain efforts to provide a full inclusion model of Special Education.

Action 1.15: Enrichment

We will continue to offer classroom experiences that meet the diverse needs of students at OCSCS by offering Honors contracts in Science, History, and ELA courses.

A report of the Total Estimated Actual Expenditures for last year’s actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year’s actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
1.1	Targeted Intervention	Provide a comprehensive targeted intervention program before, during, and after school to address the academic and engagement needs of unduplicated student groups, including English Learners (ELs), low-income students, and foster youth, supported through LREBG funds (\$143,816). The 2024 California School Dashboard reveals persistent performance gaps, including a 10% decline in English Learner progress toward language proficiency, increased chronic absenteeism among ELs and socioeconomically disadvantaged students, and ongoing academic disparities in core subjects. Research demonstrates that after-school intervention programs significantly improve academic outcomes, attendance, and behavior for at-risk students when they offer structured academic support and enrichment opportunities (Beckett et al., 2009).	Included in PYLUSD LCAP	No
1.2	Foundational Math	Provide a comprehensive foundational math approach to build fact fluency, conceptual understanding, and procedural fluency through the use of supplemental math curriculum.	Included in PYLUSD LCAP	No
1.3	Foundational Writing	Provide a comprehensive writing program to support the writing process for students through the use of supplemental writing programs.	Included in PYLUSD LCAP	No

1.4	Computer Science Immersion	Provide an instructional program that includes opportunities for students to learn Computer Science principles, take elective courses in Innovation Labs, and experience CSTEM extension activities in core classes as relevant.	Included in PYLUSD LCAP	No
1.5	Middle School Athletics	Provide a robust middle school athletics program to increase students' physical wellness and exposure to athletics prior to high school.	Included in PYLUSD LCAP	No
<i>Actions 1.6 to 1.8 do not apply to OCSCS</i>				
1.9	Engaged Community	Increase community engagement by providing access to internet and technology as well as through a variety of communication tools and platforms including, but not limited to, Superintendent's Monday Message, Superintendent's Community Advisory Committees and a new Digital Flier Distribution Platform.	Included in PYLUSD LCAP	No
<i>Action 1.10 does not apply to OCSCS</i>				
1.11	Innovative Programs	Provide innovative programs and pathways at our schools in order to increase enrollment and student engagement in our award winning district.	Included in PYLUSD LCAP	No
1.12	Mastery Based Learning	Provide an instructional program whose assessment and feedback practices are grounded in mastery based learning.	Included in PYLUSD LCAP	No
1.13	School Climate	Continue to use the Learner Mindframes to promote positive behavior and create a supportive school climate which can include acknowledging and rewarding good attendance behaviors.	Included in PYLUSD LCAP	No
1.14	SPED Inclusion	Maintain efforts to provide a full inclusion model of Special Education.	Included in PYLUSD LCAP	No

1.15	Enrichment	Continue to offer classroom experiences that meet the diverse needs of students at OCSCS by offering Honors contracts in Science, History, and ELA courses.	Included in PYLUSD LCAP	No
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Goal

Goal #	Description	Type of Goal
2	PYLUSD will continue to provide the necessary resources, skills, and opportunities for all students to meet or exceed grade level expectations.	Maintenance of Progress

State Priorities addressed by this goal.

(1) Basic Services, (2) Implementation of State Standards, (3) Family Engagement, (4) Student Achievement, (5) Student Engagement, (6) School Climate, (7) Well-rounded Curriculum

An explanation of why the LEA has developed this goal.

OCSCS remains committed to ensuring that all students have access to the resources, skills, and opportunities necessary to meet or exceed grade-level expectations. With a diverse student population that includes over 40% identified as socioeconomically disadvantaged and 5% as English learners, it is essential to provide equitable support systems that address the unique needs of every learner. While schoolwide performance in key areas such as Mathematics are strong, areas like English Learner Progress and Chronic Absenteeism require continued attention and targeted intervention. By investing in high-quality instruction, professional development, and instructional resources, OCSCS ensures that all students receive the support necessary to achieve academic success.

To sustain and build upon this progress, Goal 2 focuses on maintaining a highly qualified teaching staff, expanding professional development opportunities, and ensuring the equitable distribution of resources. Continuous improvement efforts and the adoption of research-based instructional strategies, will help monitor student progress and refine instructional strategies. Additionally, providing professional development for classified staff ensures that all school personnel contribute effectively to student success. By prioritizing these initiatives, OCSCS reaffirms its dedication to fostering an inclusive and academically enriching environment where all students can thrive.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
1	English Language Arts CA Dashboard Indicator, Percentage Meeting or Exceeding Standards, and Distance from Standard (DFS)	2022-2023 Schoolwide: (55.9%) = Green DFS =11.2 above EL: (0%) = Yellow DFS = 61.8 below SED:(40%) = Orange DFS = 25 below SWD:(19.2%) = Red DFS = 102.4 below Hispanic: (40.5%) = Yellow DFS=21.6 below	2023-2024 Schoolwide: (58.5%)= Green DFS =14.1 above EL: (2.7%) Red DFS = 85.2 below SED:(39.6%) Orange DFS = 36.8 below SWD:(7.84%) = Red DFS = 109.5 Hispanic: (42%) Orange DFS=22.6 below		2025-2026 Schoolwide: (62%) = Blue DFS = 44.1 above EL: (7%) = Blue DFS= 10 above SED: (44%) = Blue DFS = 10 above SWD: (24%) = Yellow DFS = 70 below Hispanic: (46%) = Blue DFS = 10 above	Schoolwide: (+2.6%) No change in color DFS = Maintained 2.9 points EL: (+2.7%) Color: moved down 1 color DFS = -23.5 points SED: (-1.7%) No change in color DFS= - 11.8 points SWD: (-11.4%) No change in color DFS=-7.1 points Hispanic: (+1.5%) Color: moved down 1 color DFS = maintained -0.9 points

2	Mathematics CA Dashboard Indicator, Percentage Meeting or Exceeding Standards, and Distance from Standard (DFS)	2022-2023 Schoolwide: (48.2%) = Green DFS = 4.8 below EL: (15.2%) Yellow DFS = 62.2 below SED: (34.9%) Orange DFS = 40.5 below SWD: (17%) Orange DFS = 104.2 below Hispanic: (29.6%) Yellow DFS = 49 below	2023-2024 Schoolwide: (49.6%) = Yellow DFS = 4.9 below EL: (16.2%) = Orange DFS = 65.9 below SED: (33.2%) = Orange DFS = 48.2 below SWD: (19.2%) = Orange DFS = 96.8 below Hispanic: (31.2%) = Orange DFS = 47.7 below		2025-2026 Schoolwide: (55%) = Blue DFS = 25.1 above EL: (17%) = Blue DFS = 0 SED: (41%) = Blue DFS = 0 SWD: (22%) = Blue DFS = 0 Hispanic: (36%) = Blue DFS = 0	Schoolwide: (+1.4%) Color = Moved down 1 color DFS = maintained -0.1 points EL: (+1%) Color: moved down 1 color DFS = -3.7 points SED: (-1.7%) No change in color DFS = -7.7 points SWD: (+2.2%) No change in color DFS = +7.4 points Hispanic: (+1.6%) Color: moved down 1 color DFS: Maintained 1.2 points
	Suspension Rate and CA Dashboard Indicator	2022-2023 5.5% = Yellow	2023-2024 2% = Blue		2025-2026 2% = Blue	Decrease of 3.5%

4	English Learner Progress CA Dashboard Indicator and Percentage Making Progress Towards Proficiency	2022-2023 60%= No Color	2023-2024 50% = No Color		2025-2026 65%	Decrease of 10%
5	Chronic Absenteeism Rate and CA Dashboard Indicator	2022-2023 19.2% = Yellow	2023-2024 13.7% = Yellow		2025-2026 10% = Green	Decrease of 5.5%
6	Passing Grades Indicated on Transcript in Core Content Classes (A, B, or C)	First Semester 2022-2023: ELA = 93% Math = 74% Science = 82% Social Science= 79%	First Semester 2023-2024: ELA = 85% Math = 68% Science = 84% Social Science= 87%		First Semester 2025-2026: ELA = 92% Math = 89% Science = 91% Social Science = 91%%	ELA = Decrease of 8% Math = Decrease of 6% Science = Increase of 2% Social Science= Increase of 8%
7	Attendance Rate	2022-2023 93.81%	2023-2024 94.51%		2025-2026 94%	Increase of 0.7%
8	Suspension Rate	2022-2023 5.5%	2023-2024 2%		2025-2026 2%	Decrease of 3.5%
9	Percentage of students with sufficient access to standards-aligned instructional materials	2023-24 = 100%	2024-25 = 100%		2026-27 = 100%	0%
10	Overall Rating for All School Facilities Using the Facilities Inspection Tool (FIT)	2023-24 = Good	2024-25 = Good		2026-27 = Good	0

11	Local Indicator for Implementation of State Standards	2023-24 ELA/ELD - 4 (Full Implementation) Math - 4 (Full Implementation) Science - 4 (Full Implementation) History Social Science - 4 (Full Implementation) Career Technical Education - 4 (Full Implementation) Health/PE/VAPA/World Language - 4 (Full Implementation)	2024-25 ELA/ELD - 4 (Full Implementation) Math - 4 (Full Implementation) Science - 4 (Full Implementation) History Social Science - 4 (Full Implementation) Career Technical Education - 4 (Full Implementation) Health/PE/VAPA/World Language - 4 (Full Implementation)		2026-27 ELA/ELD - 5 (Full Implementation & Sustainability) Math - 5 (Full Implementation & Sustainability) Science - 5 (Full Implementation & Sustainability) History Social Science - 5 (Full Implementation & Sustainability) Career Technical Education - 5 (Full Implementation & Sustainability) Health/PE/VAPA/World Language - 5 (Full Implementation & Sustainability)	ELA/ELD = 0 Math = 0 Science = 0 History Social Science = 0 Career Technical Education = 0 Health/PE/VAPA/World Language = 0
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Goal Analysis

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

We continue to employ highly qualified teachers and staff to ensure effective instruction and district operations. We continue to provide essential resources, training, and development opportunities to equip staff with the skills necessary to support all students in meeting or exceeding grade-level expectations. We continue to provide instructional materials, supplies, and services to support student success. There are no substantive differences between planned actions and actual implementation.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Action 2.2: Professional Development, Training, and Task Forces

Mathematics: Expanded teacher support to align with the 2023 math framework. Additional funds were allocated for UCI bridge unit training (K-5) and a Math Task Force developing OCDE-aligned bridge units. Launch of the secondary Math Fellows program, including funding for BTC materials and professional development.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

There were a few teacher misassignments at OCSCS this year due to two DLA teachers not having their BCLAD credential. In all content areas, relevant curriculum and trained teachers increased student engagement and understanding of core concepts. Departments provided with budgets to provide instructional materials and supplies to teachers. Additionally, all curriculum materials were provided to teachers.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

As a result of reflection on prior practice, we have added additional Distance From Standard (DFS) metrics for the ELA and Math CAASPP. We have also increased the target for the three year outcome of any metrics that we were able to successfully reach the previously established three-year outcome in the first year. Additionally, the following action has been added to the LCAP:

Action 2.7: Math Curriculum and Instruction

We will continue to provide mathematics instruction focused on conceptual mastery through the use of Singapore Math as the curriculum for math instruction. We will also rename the sequence of courses to Math 6/7, Math 7/8, and Algebra 1.

A report of the Total Estimated Actual Expenditures for last year’s actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year’s actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
2.1	Districtwide Staffing	Provide highly qualified teachers and staff to provide effective instruction and maintain the operations of the district.	Included in PYLUSD LCAP	No

2.2	Professional Development, Training, and Task Forces	The district will continue to provide training, professional development, and collaborative task force opportunities for teaching staff across all content areas and district initiatives—including CGI Math, Writer’s Workshop, Step Up to Writing, Love and Logic, ProAct, emergency procedures, and Learning Walks—supported in part through LREBG funds (\$180,034.53). While the 2024 CA Dashboard shows overall stability in English Language Arts and Math, along with positive trends in graduation rates, chronic absenteeism, and suspension rates, student groups such as English Learners, Long-Term English Learners, Socioeconomically Disadvantaged students, and Foster Youth continue to perform below district averages. Research consistently shows that high-quality professional learning builds staff capacity to meet the needs of unduplicated pupils and leads to improved student outcomes (Hattie, 2009; Kanold, 2017; Erkens & Twadell, 2012), making this a strategic investment to close achievement gaps and support educational equity. The effectiveness of this action will be assessed using each of the CA Dashboard Indicators.	Included in PYLUSD LCAP	Yes
2.3	Instructional Materials, Supplies, and Services	Provide instructional materials, supplies, and services for staff in all content areas.	Included in PYLUSD LCAP	Yes
2.4	State Testing	Ensure timely and compliant administration of all CAASPP assessments in accordance with CDE expectations (ELA, Math & Science)	Included in PYLUSD LCAP	No
2.5	Resource Distribution	Examine district programs and services to ensure equitable distribution of resources.	Included in PYLUSD LCAP	No
2.6	Training for Classified Staff	Ensure all classified staff are provided training and professional development on job related responsibilities.	Included in PYLUSD LCAP	No
2.7	Math Curriculum and Instruction	Continue to provide mathematics instruction focused on conceptual mastery through the use of Singapore Math as the curriculum for math instruction.	Included in PYLUSD LCAP	No

Goal

Goal #	Description	Type of Goal
3	PYLUSD will close the academic achievement gap for English Learner (EL) students.	Broad

State Priorities addressed by this goal.

(3) Family Engagement, (4) Student Achievement, (5) Student Engagement, (6) School Climate, (7) Well-rounded Curriculum

An explanation of why the LEA has developed this goal.

A persistent achievement gap persists between the performance of English Learners (ELs) and that of all students across various metrics schoolwide. This goal is aimed at addressing this performance disparity by increasing and improving services for English Learners. Our English Learner (EL) students have demonstrated the lowest performance level in Chronic Absenteeism and are in the Yellow for ELA and Math performance indicators. The actions outlined within this broad goal align with the objectives outlined in the PYLUSD EL Master Plan. Key components include staff professional development, additional support for Emerging ELs, provision of bilingual support staff, and fostering increased student and family engagement.

The key actions proposed to support ELs, such as the ELD Summer Program, progress monitoring, and English Language Proficiency Assessments for California (ELPAC) support, are essential to address the unique needs of this student group. OCSCS teachers will be participating in professional development offered to teachers through Guided Language Acquisition and Design (GLAD) strategies, the ELD framework and roadmap, and student talk protocols. Additionally, translation services ensure that families of our ELs have access to resources and assistance in their native language, facilitating support and collaboration.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
1	English Learner Progress CA Dashboard Indicator and Percentage of English Learners Making Progress Towards English Language Proficiency	OCSCS 2022-2023 (60%) = No Color	OCSCS 2023-2024 (50%) = No Color		OCSCS 2025-2026 (65%) = Green	Decrease of 10%
2	English Language Arts CA Dashboard Indicator, Percentage of Students Meeting or Exceeding Standards, and Distance from Standard (DFS)	OCSCS EL Subgroup 2022-2023 (0%) = Yellow DFS = 61.8 below	OCSCS EL Subgroup 2023-2024 (3%) = Red DFS = 85.2 below		OCSCS EL Subgroup 2025-2026 (10%) = Blue DFS = 10 above	(Increase of 3%) Color: moved down 2 color DFS = -23.5 points
3	Mathematics CA Dashboard Indicator, Percentage of Students Meeting or Exceeding Standards, and Distance from Standard (DFS)	OCSCS EL Subgroup 2022-2023 (15%) = Yellow DFS = 62.2 below	OCSCS EL Subgroup 2023-2024 (16%) = Orange DFS = 65.9 below		OCSCS EL Subgroup 2025-2026 (25%) = Blue DFS = 0	(Increase of 1%) Color: moved down 1 color DFS = - 3.7 points
4	Suspension CA Dashboard Indicator and Suspension Rate	OCSCS EL Subgroup 2022-2023 (10.6%) = Orange	OCSCS EL Subgroup 2023-2024 (0%) = Blue		OCSCS EL Subgroup 2025-2026 (<1.0%) = Green	Reduction of 10.6%

5	Chronic Absenteeism CA Dashboard Indicator and Chronic Absenteeism Rate	OCSCS EL Subgroup 2022-2023 (19.6%) = Yellow	OCSCS EL Subgroup 2023-2024 (20.5%) = Red		Absenteeism Rate EL Subgroup 2025-2026 (2.5%) = Blue	Increase of 0.9%
6	Writing Prompt - Met or Exceeded	Spring 2022-2023, 7th-8th (score of 3, 4, or 5 out of 5) 10%	Spring 2023-2024, 7th-8th (score of 3, 4, or 5 out of 5): 17%		Spring 2025-2026, 6th-8th 15%	7th-8th: Increase of 7%
7	Passing Grades indicated on the Transcript (A, B, or C) in Core Content Classes	First Semester 2023-2024, 7th-8th: ELA = 69% Math = 46% Science = 78% Social Science = 92%	First Semester 2024-2025, 6th-8th: ELA = 95% Math = 88% Science = 85% Social Science = 93%		First Semester 2026-2027, 6th-8th: ELA = 74% Math = 51% Science = 83% Social Science = 97%	First Semester, 6th-8th: ELA = Increase of 26% Math = Increase of 42% Science = Increase of 7% Social Science = Increase of 1%
8	Reclassification Rate	Fall 2023: 22%	Fall 2024: 21%		Fall 2026: 27%	Decrease of 1%
9	Percentage of English Learners scoring Level 4 on ELPAC Reading	Fall 2023: 9%	Fall 2024: 14%		Fall 2026: 14%	Increased 5%
10	Percentage of English Learners scoring Level 4 on ELPAC Writing	Fall 2023: 6%	Fall 2024: 3%		Fall 2026: 11%	Decreased 3%
11	Percentage of English Learners scoring Level 4 on ELPAC Listening	Fall 2023: 12%	Fall 2024: 8%		Fall 2026: 17%	Decreased 4%

12	Percentage of English Learners scoring Level 4 on ELPAC Speaking	Fall 2023: 52%	Fall 2024: 61%		Fall 2026: 57%	Increased 9%
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Goal Analysis

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

This goal surrounds how the district will close the academic achievement gap for English Learners (EL) students. We continue to provide the necessary resources, skills, and training opportunities to staff so all students meet or exceed grade-level expectations. While OCSCS staff did not participate in the district wide trainings centered on ELs this year, staff did receive training on the new EL Achieve curriculum.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

There were no material differences between budgeted expenditures and estimated actual expenditures in this goal area. We continue to provide instructional materials, supplies, and services for all students to meet or exceed grade level and language proficiency expectations. We continue to facilitate ELPAC testing of ELs through the use of employee testers and testing materials in order to support reclassification of EL students district-wide. We continue to provide ELD instruction and support for all students to meet or exceed grade level and language proficiency expectations. We continue to coordinate advisory groups for parents of ELs to learn about education programs and to advise staff on program goals and procedures. Finally, we continue to Implement the PYLUSD EL Master Plan with fidelity in order to close the achievement gap for our English learners.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

The effectiveness of the actions listed below can be assessed through the following key factors and pieces of evidence:

We continue to provide training and professional development to teachers in the areas of ELD and guided language acquisition and design strategies. Our District wide initiative training was well received and there was additional interest providing services for our English language learners. We continue to facilitate ELPAC testing of ELs through the use of employee testers and testing materials in order to support reclassification of EL students district-wide and transition from a centralized district testing model to site-based administration of the ELPAC exam. This action is effective in administering this assessment. The effectiveness is measured by the impact our team makes to facilitate and create optimal testing conditions. We continue to advance our three-year goal by strengthening family engagement and fostering meaningful collaboration between parents of English Learners (ELs) and school staff. By continuing to coordinate advisory groups, we provide parents with valuable opportunities to learn about educational programs, contribute to program goals and procedures, and advocate for their children’s academic success. Finally, we have successfully monitored the progress of our English Learners (ELs) by utilizing and providing

ongoing training for the online data system. This included effectively tracking EL progress, identifying students with D or F grades in core classes, and implementing timely interventions.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

As a result of reflection on prior practice, we have added additional Distance From Standard (DFS) metrics for the ELA and Math CAASPP. We have also increased the target for the three year outcome of any metrics that we were able to successfully reach the previously established three-year outcome in the first year. Additionally, we plan to offer additional ELD professional development to our staff in the coming year. We will adhere to the district’s new actions surrounding fostering a more asset-oriented and needs-responsive school through staff training as well as intentional school-wide programs and activities. We will also implement the EL Snapshot tool in order to increase an understanding amongst students and parents about where they stand in their English development and what they need to do to get reclassified. This tool provides space for students, families and educators to set academic goals and plan next steps. Actions 3.7, 3.14, 3.17 do not apply to OCSCS.

A report of the Total Estimated Actual Expenditures for last year’s actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year’s actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
3.1	English Language Development (ELD) Professional Development	Provide professional development for all teachers focused on the English Language Development (ELD) standards, ELD Framework, and ELD strategies during the summer with ongoing offerings throughout the year in order to support the implementation of the district’s English Learner program and enhance the ability of teachers, principals, and other school staff to meet the needs of English Learners.	Included in PYLUSD LCAP	No
3.2	Additional EL Sections at Secondary Schools	Continue to ensure all ELs receive both designated and integrated ELD instruction in order to support academic success. Provide middle schools and high schools with staffing/classes to support Emerging ELs.	Included in PYLUSD LCAP	Yes
Action 3.3 does not apply to OCSCS				

3.4	Special Education-Staff Training	Conduct training for Special Education staff from 11 targeted schools with high numbers of dually identified EL and SWD. The training will cover appropriate assessments for ELs, writing linguistically appropriate IEP goals, and creating stronger multi-disciplinary assessment reports.	Included in PYLUSD LCAP	No
3.5	English Language Proficiency Assessments for California (ELPAC)	To support the accurate identification and timely reclassification of English Learners (ELs), the district will continue to facilitate ELPAC testing through trained employee testers and the provision of necessary testing materials. Additionally, professional development will be provided to educators on the administration of the ELPAC exam to ensure consistent and valid assessment practices across all school sites, funded in part through LREBG funds (\$140,000). Recent ELPAC results indicate a decline in the percentage of ELs achieving Level 4 in key literacy domains. Research from the Institute of Education Sciences (IES) highlights that standardized testing practices and targeted training for educators are essential in supporting fair and accurate reclassification decisions, which directly impact ELs' access to rigorous academic instruction and long-term success (IES, 2019).	Included in PYLUSD LCAP	No
3.6	Additional Instructional Materials for EL Support	Continue to accelerate the academic language acquisition of ELs by providing equitable access to common core standards through the use of EL Achieve as the curriculum for ELD instruction as provided in part through LREBG funds (\$72,141.20). On the 2024 CA Dashboard, English Learners (ELs) in the district performed at the Orange level in English Language Arts (ELA) and Yellow in Math, in contrast to the districtwide Green performance in both areas. Additionally, the English Learner Progress Indicator declined to Orange. Research from the What Works Clearinghouse emphasizes that integrating both content and language instruction, along with the use of high-quality, scaffolded curriculum, is essential to improving ELs' academic achievement (Baker et al., 2014).	Included in PYLUSD LCAP	No
<i>Action 3.7 does not apply to OCSCS</i>				
3.8	ELD Teacher Support	Provide increased District ELD Teacher on Special Assignment (TOSA) support to assist with ELD instruction and services at all sites.	Included in PYLUSD LCAP	Yes
3.9	Translation Services	Continue to provide District translation services to support ELs and their parents, and to encourage parental engagement and participation as well as family workshops and professional development to increase parent participation for Title I sites.	Included in PYLUSD LCAP	Yes

3.10	English Language Assessment Center	Continue to provide for centralized language assessment services within the Family Resource Center to support identification, assessment of ELs, as well as coordination of services as provided in part through LREBG funds (\$80,634.58). Recent ELPAC results indicate a decline in the percentage of English Learners (ELs) achieving Level 4 in key literacy domains. Centralized assessment services have been shown to improve the validity and effectiveness of language assessments, helping ensure that English Learners receive timely, accurate identification and appropriately tailored supports to meet their academic and linguistic needs (Centre for Canadian Language Benchmarks, 2015).	Included in PYLUSD LCAP	Yes
3.11	District English Learner Advisory Committee (DELAC) and English Learner Advisory Committee (ELAC) Groups	The district will continue to coordinate advisory groups for parents of English Learners (ELs) to increase awareness of educational programs and provide meaningful opportunities to advise staff on program goals and procedures. This includes organizing meetings with translation services, instructional materials, supplies, parenting classes, child care, and food. The district will also explore hosting District English Learner Advisory Committee (DELAC) meetings at high-impact school sites, in addition to the district office, to increase accessibility and engagement, supported through LREBG funds (\$20,000). According to the 2024 CA Dashboard, English Learners performed at the Orange level in English Language Arts (ELA) and the Yellow level in Math—both below the districtwide performance level of Green in each subject. Research shows that family involvement significantly improves academic achievement, socioemotional development, and school behavior for ELs, particularly when parents maintain high educational expectations and encourage their children's aspirations (Garcia, Slate, & Delgado, 2022).	Included in PYLUSD LCAP	No
3.12	Bilingual Community Liaisons	Continue to provide Bilingual School/Community Student Advisors for sites with high populations of ELs to provide support for students and families.	Included in PYLUSD LCAP	Yes
3.13	Administrative Support	Continue to provide administrative support and leadership at the district office to implement the EL program in accordance with state and federal guidelines.	Included in PYLUSD LCAP	Yes
<i>Action 3.14 does not apply to OCSCS</i>				

3.15	EL Progress Monitoring and Intervention	Continue to utilize and train on an online data system in order to monitor the progress of all English Learners and provide intervention for any EL with a D or F at each grading period in their core classes.	Included in PYLUSD LCAP	No
3.16	ELD Coordination	Continue to provide support at the site level for coordination of the EL program to ensure fidelity to the EL program and that the needs of students are being met.	Included in PYLUSD LCAP	Yes
<i>Action 3.17 does not apply to OCSCS</i>				
3.18	GLAD	Provide OCDE Guided Language Acquisition Design (GLAD) training in order to build academic language and literacy for all students, especially English Learner/emergent bilingual students.	Included in PYLUSD LCAP	Yes
3.19	EL Master Plan	Implement the EL Master Plan with fidelity in order to close the achievement gap for our English learners.	Included in PYLUSD LCAP	No
3.20	Needs-Responsive Schools	Foster more assets-oriented and needs-responsive schools through staff training as well as intentional school-wide programs and activities.	Included in PYLUSD LCAP	No
3.21	EL Snapshot	Utilize the English Learner Snapshot to increase the understanding in students and parents of where they stand in their English development and what they need to do to get reclassified. This tool provides space for students, families and educators to set academic goals and plan next steps.	Included in PYLUSD LCAP	No

Goal

Goal #	Description	Type of Goal
4	PYLUSD will close the academic achievement gap for Long-Term English Learner (LTEL) students.	Broad

State Priorities addressed by this goal.

(3) Family Engagement, (4) Student Achievement, (5) Student Engagement, (6) School Climate, (7) Well-rounded Curriculum

An explanation of why the LEA has developed this goal.

The development of this goal is driven by the need to improve academic achievement and language proficiency for Long-Term English Learners (LTELs), as indicated by multiple data points. CAASPP scores reveal that 0% of LTELs meet or exceed standards in English Language Arts (ELA), and less than 7% meet standards in Math, highlighting a persistent achievement gap. Additionally, reclassification rates remain low, with only 20% of LTELs reclassified in May 2024, underscoring the need for enhanced English language development (ELD) support.

Further analysis of district writing prompt performance shows an increase from 13% to 31% in students meeting expectations, showing a positive trend but also reinforcing the necessity for stronger writing interventions. Passing grades in core subjects have increased, which may be an indication of the benefits of mastery-based learning focus of OCSCS.

In terms of language proficiency, ELPAC scores show that Listening, Writing, and Reading domains are areas of need for LTEL students with fewer than 10% of LTELs scoring a 4 in these three domains.

This goal is developed to address these gaps by enhancing structured EL support, expanding designated ELD instruction, and increasing professional development for teachers. By implementing targeted interventions, the district aims to increase LTEL reclassification rates, improve CAASPP performance, and support overall academic success.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
1	Academic Achievement of Long-term English Learners in English Language Arts (Standard Nearly Met, Met, or Exceeded) and Distance from Standard (DFS)	2022-2023 N/A DFS = N/A	2023-2024 (0%) = No color DFS = 144.1 below		2025-2026 (5%) Yellow DFS = 70 below	Color = N/A DFS = N/A
2	Academic Achievement of Long-term English Learners in Math (Standard Nearly Met, Met, or Exceeded) and Distance from Standard (DFS)	2022-2023 N/A DFS = N/A	2023-2024 (7%) = No color DFS = 145.9 below		2025-2026 (12%) Yellow DFS = 95 below	Color = N/A DFS = N/A
3	Reclassification Rate of Long-term English Learners	May 2024: 25% All ELs (6th-12th) =39 LTEL (6th-12th) = 24 LTEL Reclassified (6th-12th) = 6 Reclassification Rate: 25%	May 2025: 4% (as of May 13, 2025) All ELs (6th-12th) =51 LTEL (6th-12th) = 25 LTEL Reclassified (6th-12th) = 1 Reclassification Rate:4% (as of May 13, 2025)		May 2027: 30%	Decrease of 21%

4	Spring Writing Prompts - percentage of Long-term English Learners scoring met or exceeded	Spring 2022-2023, 7th-8th (3,4, or 5 out of 5): 13%	Spring 2023-2024, 7th-8th (3, 4, or 5 out of 5): 31%		Spring 2025-2026, 6th-8th (3, 4, or 5 out of 5): 23%	Increase of 18%
5	Passing Grades Indicated on Transcript in Core Content Classes (A, B, or C) of Long-term English Learners	1st Semester 2023-2024, Grades 7th-8th: ELA = 67% Math = 38% Science = 67% Social Science = 67%	1st Semester 2024-2025, Grades 6th-8th: ELA =91% Math =82% Science =82% Social Science =95%		1st Semester 2026-2027, Grades 6th-8th: ELA = 72% Math = 43% Science = 72% Social Science = 72%	1st Semester, 6th-8th: ELA = Increase of 24% Math = Increase of 44% Science = Increase of 15% Social Science = Increase of 28%
6	Percentage of Long Term English Learners scoring Level 4 on ELPAC Reading	2022-2023 NA	2023-2024 0%		2025-2026 5%	N/A
7	Percentage of Long Term English Learners scoring Level 4 on ELPAC Writing	2022-2023 NA	2023-2024 8%		2025-2026 13%	N/A
8	Percentage of Long Term English Learners scoring Level 4 on ELPAC Listening	2022-2023 NA	2023-2024 8%		2025-2026 13%	N/A
9	Percentage of Long Term English Learners scoring Level 4 on ELPAC Speaking	2022-2023 NA	2023-2024 67%		2025-2026 72%	N/A

Goal Analysis

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

The district has made several strategic adjustments and enhancements to planned actions to support LTELs, ensuring that programs and resources are more equitably distributed and effectively implemented. We provided ELD this year as a standalone course, ensuring that LTELs receive both designated and integrated ELD instruction. This approach supports language development and reclassification goals while maintaining consistency across sites. We utilized the EL Achieve curriculum in lieu of the district’s English 3D curriculum. The publisher was unable to provide the training for our teachers until midway through the year. This led to delays in the full implementation of this alternative curriculum. We continued to utilize English 3D while awaiting the full implementation of EL Achieve.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

There were no material differences between budgeted expenditures and estimated actual expenditures for OCSCS within this goal.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

The delay in utilizing the EL Achieve curriculum greatly affected the effectiveness of the action. Future focus areas include continued progress monitoring, professional development for educators, and ensuring consistent access to ELD support. Ongoing data analysis and teacher feedback will be crucial in determining which curriculum resources are most effective in supporting EL students, particularly as new materials are adopted. The establishment of a systematic progress monitoring process has been a crucial factor in identifying students in need of additional academic support. The twice-yearly tracking of LTEL and RFEP students has enabled educators to implement timely interventions, improving both language development and content mastery.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

As a result of reflection on prior practice, we have added additional Distance From Standard (DFS) metrics for the ELA and Math CAASPP. As a whole, we see that our LTELs remain our student group with the greatest needs who continue to make the least amount of progress. We find the need to add new actions to better address the reading and writing development of our LTELs in order to assist them in the reclassification process. Action 4.1 does not apply to OCSCS. We will adhere to the district’s new actions in this goal, which follow:

- LTEL Engagement**
- will engage more effectively with LTEL students by conducting focus groups and empathy interviews to gain deeper insights into their needs in order to provide targeted support.

4.8 At-risk for LTEL

We will identify and support elementary students at risk of becoming LTELs through early intervention and increased parental awareness of available resources.

4.9 LTEL Identification

We will enhance teacher awareness of LTEL students by utilizing Aeries rostering for improved identification and support.

4.10: Regular Check-Ins

We have added this action in order to implement regular, structured one-on-one or small-group check-ins with LTEL students to assess their academic progress, language development, and personal challenges.

4.11: Professional Development

We have added this action in order to train educators in effective language teaching strategies that validate and integrate LTELs’ linguistic and cultural backgrounds into the curriculum.

4.12: Goal Setting

We have added this action to implement student-driven goal setting that allows LTELs to take ownership of their academic goals and progress.

4.13: Progress Monitoring

We have added this action to implement the new forms tool for LTEL monitoring within Ellevation to efficiently capture trends in student progress and interventions. Utilize the tool to analyze data at the district, school, and classroom levels, enabling the development of timely professional development, targeted instructional strategies, and ongoing student progress monitoring.

A report of the Total Estimated Actual Expenditures for last year’s actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year’s actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
Action 4.1 does not apply to OCSCS				
4.2	EL Sections at Secondary Schools	Continue to provide Bridging and Expanding ELD sections across the middle and high schools to ensure all LTELs receive both designated and integrated ELD instruction based on sound educational theory in order to support academic success.	Included in PYLUSD LCAP	Yes

4.3	ELD Curriculum	Continue to provide and utilize supplemental educational curriculum, English 3D, to support the acquisition of English for LTELs.	Included in PYLUSD LCAP	No
4.4	EL Progress Monitoring	Ensure systematic progress monitoring and intervention for LTELs with a D or F in core subject areas.	Included in PYLUSD LCAP	No
4.5	OCDE LTEL Network	Continue to participate in the Orange County Department of Education LTEL network to explore strategies to increase parent engagement and close the achievement gap for LTELs.	Included in PYLUSD LCAP	No
4.6	ELAC and DELAC	Examine the needs and performance data of LTELs as a stand-alone item at each ELAC and DELAC meeting.	Included in PYLUSD LCAP	No
4.7	LTEL Engagement	Engage more effectively with LTEL students by conducting focus groups and empathy interviews to gain deeper insights into their needs in order to provide targeted support.	Included in PYLUSD LCAP	No
4.8	At-risk for LTEL	Identify and support elementary students at risk of becoming LTELs through early intervention and increased parental awareness of available resources.	Included in PYLUSD LCAP	No
4.9	LTEL Identification	Enhance teacher awareness of LTEL students by utilizing Aeries rostering for improved identification and support.	Included in PYLUSD LCAP	No
4.10	Academic Progress Check-ins	Implement structured one-on-one or small-group check-ins with LTEL students to assess their academic progress, language development, and personal challenges.	Included in PYLUSD LCAP	No
4.11	Professional Development	Train educators in effective language teaching strategies that validate and integrate LTELs' linguistic and cultural backgrounds into the curriculum.	Included in PYLUSD LCAP	No

4.12	Goal-Setting	Implement student-driven goal setting that allows LTELs to take ownership of their academic goals and progress.	Included in PYLUSD LCAP	No
4.13	Progress Monitoring	Implement the new forms tool for LTEL monitoring within Ellevation to efficiently capture trends in student progress and interventions. Utilize the tool to analyze data at the district, school, and classroom levels, enabling the development of timely professional development, targeted instructional strategies, and ongoing student progress monitoring.	Included in PYLUSD LCAP	No

Goal

Goal #	Description	Type of Goal
5	PYLUSD will close the academic achievement gap for Socio-Economically Disadvantaged (SED) students.	Broad

State Priorities addressed by this goal.

(3) Family Engagement, (4) Student Achievement, (5) Student Engagement, (6) School Climate, (7) Well-rounded Curriculum

An explanation of why the LEA has developed this goal.

This goal is developed to address achievement gaps and improve outcomes for socioeconomically disadvantaged (SED) students based on multiple indicators. English Language Arts (ELA) and Mathematics performance have continued to demonstrate a need for continued support, with ELA performance maintaining a 40% (Orange) status in 2023 and in 2024 and Math declining from 35% (Orange) to 33% (Orange), these scores indicate a need for targeted academic support to move these students to Green and Blue performance levels. Chronic absenteeism, though improving from 26% (Yellow) to 18.7% (Yellow), remains a concern, requiring sustained efforts to improve attendance and engagement.

With core subject passing rates showing progress, maintaining high-quality instruction, tutoring support, and intervention programs will be essential to ensure continued growth. The reduction in suspension rates (now Blue) indicates positive behavioral supports, which should be reinforced to maintain a safe and supportive learning environment.

This goal focuses on strengthening academic interventions, expanding access to high-impact instructional strategies, increasing attendance initiatives, and enhancing career and college readiness programs to ensure socioeconomically disadvantaged students continue to close achievement gaps and reach higher performance levels.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
1	SED English Language Arts CA Dashboard Indicator, Percentage of Students Meeting or Exceeding Standards, and Distance from Standards (DFS)	OCSCS SED Subgroup 2022-2023 (40%) = Orange DFS = 25 below	OCSCS SED Subgroup 2023-2024 (40%) = Orange DFS = 36.8 below		SED Subgroup 2025-2026 (50%) = Green DFS = 5 below	(Increase of 0%) No change in color DFS = -11.8 points
2	SED Mathematics CA Dashboard Indicator, Percentage of Students Meeting or Exceeding Standards, and Distance from Standards (DFS)	OCSCS SED Subgroup 2022-2023 (35%) = Orange DFS = 40.5 below	OCSCS SED Subgroup 2023-2024 (33%) = Orange DFS= 48.2 below		SED Subgroup 2025-2026 (45%) = Blue DFS = 25 below	(Decrease of 2%) No change in color DFS = -7.7 points
3	SED Suspension CA Dashboard Indicator and Suspension Rate	OCSCS SED Subgroup 2022-2023 (5%) = Green	OCSCS SED Subgroup 2023-2024 (3.4%) = Green		SED Subgroup 2025-2026 (<0.5%) = Blue	Reduction of 1.6%
4	SED Chronic Absenteeism CA Dashboard Indicator and Chronic Absenteeism Rate	OCSCS SED Subgroup 2022-2023 (26%) = Yellow	OCSCS Group 2023-2024 (18.7%) = Yellow		SED Subgroup 2025-2026 (5%) = Blue	Reduction of 7.3%

5	Passing Grades Indicated on Transcript in Core Content Classes (A, B, or C) of SED students	1st Semester 2023-2024, Grades 7th-8th: ELA = 83% Math = 68% Science = 83% Social Science = 86%	1st Semester 2024-2025, Grades 6th-8th: ELA = 97% Math = 96% Science = 92% Social Science = 95%		1st Semester 2026-2027, Grades 6th-8th: ELA = 88% Math = 73% Science = 88% Social Science = 91%	1st Semester, Grades 6th-8th: ELA = Increase of 14% Math = Increase of 28% Science = Increase of 9% Social Science = Increase of 9%
6	Homeless Student Population	Spring 2022-2023 64	Spring 2023-2024 104		Spring 2025-2026 N/A	+40
7	Homeless English Language Arts CA Dashboard Indicator, Percentage of Students Meeting or Exceeding Standards, and Distance from Standards (DFS)	2022-2023 (N/A%)=Yellow DFS = 65 below	2023-2024 (25%)=Red DFS=92.3 below	2024-2025	2025-2026 (35%) = Yellow DFS = 70 below	(N/A%) Color: moved down 2 color DFS = -27.3 points
8	Homeless Mathematics CA Dashboard Indicator, Percentage of Students Meeting or Exceeding Standards, and Distance from Standards (DFS)	2022-2023 Yellow N/A DFS = 65.1 below	2023-2024 (12.5%)=Red DFS=98.3 below		2025-2026 (22.5%) = Yellow DFS = 92.3 below	(N/A%) Color: moved down 1 color DFS = -33.2 points

9	Homeless Suspension CA Dashboard Indicator and Suspension Rate	2022-2023 Green 6.5% suspended at least one day	2023-2024 Green 4.4 % suspended at least one day		2025-2026 Blue 0.5%	Reduction of 2.1%
10	Homeless Chronic Absenteeism CA Dashboard Indicator and Chronic Absenteeism Rate	2022-2023 Orange 30.4% Chronically Absent	2023-2024 Red 31.8% Chronically Absent		2025-2026 Green 10%	Increase of 1.4%

Goal Analysis for [LCAP Year]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

There were no substantive differences between the intended implementation and actual execution for all actions in Goal 5. McKinney Vento staff were able to provide targeted support to our homeless families and a second Family Resource Center was opened to support more families within the district. Additional transportation routes were provided to our high impact neighborhoods in order to ensure access to OCSCS.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

There were no substantial material differences between budgeted expenditures and estimated actual expenditures for the planned actions, and resources continued to be allocated as expected to support socioeconomically disadvantaged (SED) students.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Several actions have demonstrated varying degrees of effectiveness in making progress toward the goal of closing the academic achievement gap for socioeconomically disadvantaged (SED) students. The support staff assigned to Family Resource Centers have effectively linked families to both district and community resources. Their continued efforts have ensured that socioeconomically disadvantaged and foster youth receive the necessary services to support their academic and personal well-being. The availability of transportation routes throughout the year ensured that students could reliably attend school. This action has been effective in reducing transportation barriers and supporting consistent school attendance. The presence of additional administrative staff at OCSCS has strengthened parent engagement and support systems within the school community. Increased administrative resources have contributed to improved communication and school-family collaboration.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

As a result of reflection on prior practice, we have added additional Distance From Standard (DFS) metrics for ELA and Math CAASPP. We have adjusted any targets for three-year outcome metrics if we were able to successfully meet the previously established metric in our first year. Actions 5.6 and 5.8 to 5.14 do not apply to OCSCS.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Action #	Title	Description	Total Funds	Contributing
5.1	McKinney Vento Support Staff	Continue to provide equitable services for socio-economically disadvantaged students, English learners, and Foster Youth through Family Resource Centers (FRC) and by providing a McKinney Vento TOSA and support staff to coordinate community linkage services and support parents.	Included in PYLUSD LCAP	Yes
5.2	McKinney Vento Tutoring	Continue to bolster the academic achievement of homeless students through after school tutoring.	Included in PYLUSD LCAP	No
5.3	McKinney Vento Classified Support	Assist with enrollment, coordinating services and partnering with other community organizations for homeless students by providing additional hours for Classified staff to provide support for Homeless programs.	Included in PYLUSD LCAP	No

5.4	McKinney Vento Program Support	Provide dedicated support for students experiencing homelessness with social, emotional, and wellness needs.	Included in PYLUSD LCAP	Yes
<i>Action 5.5 does not apply to OCSCS</i>				
<i>Action 5.6 does not apply to OCSCS</i>				
5.7	Additional Transportation Support	Provide additional transportation routes at high impact sites to ensure SED students are able to access school in order to reduce their chronic absenteeism rate.	Included in PYLUSD LCAP	Yes
<i>Action 5.8 does not apply to OCSCS</i>				
<i>Action 5.9 does not apply to OCSCS</i>				
<i>Action 5.10 does not apply to OCSCS</i>				
<i>Action 5.11 does not apply to OCSCS</i>				
<i>Action 5.12 does not apply to OCSCS</i>				
<i>Action 5.13 does not apply to OCSCS</i>				
<i>Action 5.14 does not apply to OCSCS</i>				
5.15	Mentoring Program	Implement and expand the mentoring program across the district.	Included in PYLUSD LCAP	No

Goal

Goal #	Description	Type of Goal
6	PYLUSD will close the academic achievement gap for Foster Youth (FY) students.	Broad

State Priorities addressed by this goal.

(3) Family Engagement, (4) Student Achievement, (5) Student Engagement, (6) School Climate, (7) Well-rounded Curriculum

An explanation of why the LEA has developed this goal.

This goal is developed to address the academic disparities and barriers faced by Foster Youth (FY). A key tenet of OCSCS’ purpose is to support all students regardless of their background, needs, or current circumstances. To that end, OCSCS is committed to supporting the achievement of its foster youth students. This is a small cohort of students, so the CDE does not report data on this student group. The OCSCS team will support the achievement of these students via internally generated and monitored data.

This goal focuses on strengthening intervention programs, increasing individualized academic and social-emotional support, expanding tutoring and mentorship opportunities, and improving school stability efforts to close achievement gaps and foster long-term success for Foster Youth.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
1	English Language Arts CA Dashboard Indicator, Percentage of Students Meeting or Exceeding Standards, and Distance from Standards (DFS)	Districtwide FY Subgroup 2022-2023 (NA%) = No color	OCSCS FY Subgroup 2023-2024 (NA%) = No color		FY Subgroup 2025-2026 N/A	N/A
2	Mathematics CA Dashboard Indicator, Percentage of Students Meeting or Exceeding Standards, and Distance from Standards (DFS)	Districtwide FY Subgroup 2022-2023 (NA%) = No color	OCSCS FY Subgroup 2023-2024 (NA%) = No color		FY Subgroup 2025-2026 N/A	N/A
3	Suspension CA Dashboard Indicator and Suspension Rate	Districtwide FY Subgroup 2022-2023 (NA%) = No color	OCSCS FY Subgroup 2023-2024 (NA%) = No color		FY Subgroup 2025-2026 N/A	N/A
4	Chronic Absenteeism CA Dashboard Indicator and Chronic Absenteeism Rate	Districtwide FY Subgroup 2022-2023 (NA%) = No color	OCSCS FY Subgroup 2023-2024 (NA%) = No color		FY Subgroup 2025-2026 N/A	N/A

5	Passing Grades Indicated on Transcript in Core Content Classes (A, B, or C) of FY students	1st Semester 2023-2024, Grades 7th-8th: N/A (n = 1 student)	1st Semester 2024-2025, Grades 6th-8th: N/A (n = 2 students)		1st Semester 2026-2027, Grades 6th-8th: N/A	N/A
6	Suspension Rate for FY Students	2022-2023 N/A	2023-2024 N/A		2025-2026 N/A	N/A

Goal Analysis

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Overall implementation of the actions aimed at closing the academic achievement gap for foster youth (FY) has progressed as planned, with no substantive differences in the actions taken and those initially outlined. However, there were some ongoing challenges and successes pertaining to this goal. Tutoring services for foster youth continued as planned through our partnership with an outside agency however the implementation did not begin until the 2nd semester. Mentoring services for foster youth remained consistent with the original plan. PYLUSD staff, including both certificated and classified members, have been instrumental in serving as mentors for foster youth. These mentoring relationships continue to provide critical emotional and academic support, and no deviations from the original plan were observed. Enrollment for foster youth was managed without any significant delays. The foster youth liaison worked diligently to maintain communication with group homes and facilitated smooth transitions for foster youth entering schools. Despite challenges related to the complexities of foster youth enrollment, these processes were successfully executed, ensuring timely enrollment and a smooth transition for all foster youth.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Expenditures were lower than anticipated regarding Professional Development and the Foster Youth Summit. The district will focus on expanding professional learning opportunities for all staff in this area. This includes supporting our foster youth mentors in attending the 2025 Foster Youth Education Summit, where they will participate in sessions addressing challenges, sharing best practices, and enhancing support for foster youth. Additionally, the summit provides valuable networking opportunities for educators, social workers, caregivers, and advocates to collaborate and exchange ideas to improve educational outcomes for foster youth.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

flexibility in offering tutoring services—either at school or in the foster youth group home—has been highly effective in providing academic support tailored to the unique needs of foster youth. Regular monitoring by the foster youth liaison ensured that students, particularly seniors, received timely support with their academic progress and post-graduation plans, such as completing the FAFSA. This level of personalized

support has had a positive impact on fostering academic success and preparing foster youth for life after high school. Mentoring services have been a crucial component in supporting foster youth by providing them with consistent, adult guidance. The positive relationships built between mentors and foster youth have been an important factor in ensuring that students feel supported and understood. Regular communication between the foster youth liaison, mentors, and students has been instrumental in maintaining effective mentoring relationships. This program has been successful in helping foster youth build confidence and stay engaged in their academic and personal development. The district's focus on trauma-informed practices through staff presentations has proven effective in creating a safe and supportive learning environment for foster youth. By emphasizing the importance of understanding and addressing students' past experiences, educators were better equipped to foster positive relationships and respond to the unique needs of foster youth. Professional development efforts, including attending the Foster Youth Education Summit and coordinating legal updates, have equipped staff with the knowledge and skills necessary to effectively support foster youth. This continuous professional growth has helped create a more informed and empathetic school environment, where administrators, counselors, and teachers are better prepared to meet the unique needs of foster youth.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

As a result of reflection on prior practice, we have added additional Distance From Standard (DFS) metrics for the ELA and Math CAASPP. Additionally, the following actions have planned changes for the coming year:

6.2: Mentoring Services for FY

Through the use of unexpended LREBG funds, a new initiative for the coming year is the coordination of an orientation meeting for all foster youth mentors. This meeting will provide information and best practices for supporting foster youth, ensuring that mentors are better equipped to build strong, supportive relationships. Additionally, we will survey mentors at the end of the 2024-2025 school year to assess their needs for further support or knowledge, helping to refine our mentoring program for increased effectiveness.

6.3: Trauma-Informed Practices

For the upcoming year, we will expand our professional learning opportunities for school staff and mental health professionals to include additional evidence-based practices for supporting foster youth through adversity. We will also work on monitoring attendance and behavioral data more closely to identify and address any emerging needs, ensuring that we continue to support foster youth with tailored strategies for building positive relationships and resilience.

6.5: Family and Caregiver Engagement

We will continue our focus on family and caregiver engagement by maintaining open communication and providing professional learning opportunities on topics relevant to the needs of foster youth. Additionally, we will place continued emphasis on reviewing attendance data to identify trends and address any challenges in collaboration with families and caregivers, ensuring that foster youth have the support needed for academic success.

6.6: Professional Development for Staff

In response to prior reflections, we will expand professional development opportunities for additional school staff, including secretaries, office staff, and community liaisons. This will increase awareness and understanding of the unique needs of foster youth across all levels of the school community, ensuring that all staff members are equipped to support foster youth effectively.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
6.1	Tutoring Services for FY	Continue to provide in district and out of district tutoring services for FY students at the elementary and secondary levels.	Included in PYLUSD LCAP	Yes
6.2	Mentoring Services for FY	Continue to provide an adult FY mentor at all school sites to direct interventions, address reengagement, support learning recovery, provide educational case management and advocacy, and promote the social and emotional needs of pupils in foster care as provided through LREBG funds (\$167,725). Foster Youth (FY) in PYLUSD continue to demonstrate persistent academic and engagement challenges, as evidenced by their 2023–2024 CA Dashboard results. Although there was a slight improvement in English Language Arts (ELA), with scores increasing from 20% to 28% meeting or exceeding standards, FY students remain 65.8 points below standard. In Mathematics, the percentage of FY students meeting standards remains critically low at 15.6%, with an increasing Distance from Standard (DFS) of 114.4 points below, indicating deep academic needs. Additionally, while chronic absenteeism declined from 31.5% to 27.8%, it remains significantly higher than district averages, and suspension rates are persistently elevated at 6.5%. Research supports that stable, supportive adult relationships significantly improve school engagement and academic outcomes for foster youth (National Working Group on Foster Care and Education, 2018).	Included in PYLUSD LCAP	No
6.3	Trauma-Informed Practices	Implement trauma-informed practices through a comprehensive district plan which involves utilizing research-based strategies to foster a supportive and understanding environment for foster youth. This approach includes training educators and staff to recognize signs of trauma, understanding its potential impact on students' attendance and academic performance, and developing tailored interventions to address these challenges.	Included in PYLUSD LCAP	No

6.4	Collaboration with Child Welfare Agencies	Continue to foster collaboration between the school district and child welfare agencies by establishing clear communication channels in order to share relevant information and coordinate efforts to support FY.	Included in PYLUSD LCAP	No
6.5	Family and Caregiver Engagement	Engage with families and caregivers of FY to understand their specific challenges through needs assessments and work collaboratively to address attendance issues by providing individualized and targeted resources and leveraging outside community resources.	Included in PYLUSD LCAP	No
6.6	Professional Development for Staff	Provide professional development for staff to increase awareness and understanding of the unique needs of FY to provide for a more supportive and inclusive school environment.	Included in PYLUSD LCAP	Yes
6.7	Foster Youth Enrollment	Continue to streamline enrollment processes for FY living in group homes to ensure accurate and timely placement in schools.	Included in PYLUSD LCAP	No

Goal

Goal #	Description	Type of Goal
7	PYLUSD will close the academic achievement gap for all Unduplicated Pupils (UPs) through districtwide and schoolwide actions.	Broad

State Priorities addressed by this goal.

(3) Family Engagement, (4) Student Achievement, (5) Student Engagement, (6) School Climate, (7) Well-rounded Curriculum

An explanation of why the LEA has developed this goal.

The data highlights persistent achievement gaps among English Learners (EL), Socioeconomically Disadvantaged (SED) students, and Foster Youth (FY) despite overall school site progress. While the schoolwide English Language Arts (ELA) score remains in the Green performance level, significant disparities exist. English Learners continue to struggle, with ELA proficiency at only 3% (Red) and math proficiency showing a slight improvement from 115% (Yellow) to 16% (Orange). Socioeconomically Disadvantaged students have maintained their performance, with ELA proficiency staying at from 40%. Mathematics achievement improved schoolwide from 48% to 50%, but achievement gaps remain for SED and EL student groups with gaps of 17% and 35% respectively.

In addition to academic performance, chronic absenteeism remains a major barrier to success for these student groups. EL students have a chronic absenteeism rate of 20.5% (Red) and SED students have a rate of 18.7% (Yellow), all of which impact their academic growth and access to necessary resources.

To address these inequities, this goal emphasizes schoolwide and districtwide strategies aimed at closing the achievement gap. Key actions include expanding intervention programs in math and ELA, enhancing designated English Learner (ELD) instruction and bilingual support, increasing access to tutoring, mentoring, and academic support services, strengthening attendance initiatives to reduce chronic absenteeism, and implementing culturally responsive teaching strategies to improve student engagement and performance.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
1	English Language Arts CA Dashboard Indicator - Met or Exceeded Standard and Distance from Standard (DFS)	OCSCS 2022-2023 = (56%) Green DFS = 11.2 above Student Groups: English Learners (0%) = Yellow DFS= 61.8 below SED (40%) = Orange DFS=25 below FY =N/A	OCSCS 2023-2024 = (59%) Green DFS = 14.1 above Student Groups: EL (3%) = Red DFS= 85.2 below SED (40%) = Orange DFS=36.8 below FY = N/A		2025-2026 (66%) = Blue DFS = 44.1 above Student Groups: English Learners (10%) = Blue DFS= 10 above SED (50%) =Green DFS= 5 below FY = N/A	OCSCS (+3%) No change in color DFS = No change Student Groups: EL: (+0.3%) Color: moved down 2 colors DFS= -23.5 points SED: (0%) No change in color DFS = -11.8 points FY: N/A

2	Mathematics CA Dashboard Indicator - Met or Exceeded Standard and Distance from Standard (DFS)	<p>OCSCS 2022-2023 (48%)=Green DFS = 4.8 below</p> <p>Student Groups: EL (15%) Yellow DFS = 62.2 below SED (35%) Orange DFS= 40.5 below FY = N/A</p>	<p>OCSCS 2023-2024 (50%) =Yellow DFS =4.9 below</p> <p>Student Groups: EL (16%) Orange DFS = 65.9 below SED (33%) Orange DFS = 48.2 below FY = N/A</p>		<p>2025-2026 = (63.48%) Blue DFS= 25.1 above</p> <p>Student Groups: EL (25%) Blue DFS = 0 SED (45%) Blue DFS = 0 FY = N/A</p>	<p>OCSCS (+2%) Color: moved down 1 color</p> <p>DFS = -0.1 points EL: (+1%) Color: moved down 1 color DFS = - 3.7 points SED: (-2%) No change in color DFS = -7.7 points FY: N/A</p>
3	Suspension CA Dashboard Indicator	<p>OCSCS 2022-2023 = 5.5% (Orange)</p> <p>Student Groups: EL = 10.6% (Orange) SED = 5% (Green) FY = N/A</p>	<p>OCSCS 2023-2024 = 2% (Blue)</p> <p>Student Groups: EL = 0% (Blue) SED = 3.4% (Green) FY = N/A</p>		<p>OCSCS 2025-2026 = <0.5% Blue</p> <p>Student Groups: EL = Blue SED = Blue FY = N/A</p>	<p>OCSCS: -3.5% (moved up 3 colors) EL: -10.6% (moved up 3 colors) SED: -1.6% (moved up 1 color) FY = N/A</p>

4	Chronic Absenteeism CA Dashboard Indicator	OCSCS 2022-2023 = 19.2% (Yellow) Student Groups: English Learners = 19.6% (Yellow) SED = 18.1% (Yellow) FY = N/A	OCSCS 2023-2024 = 13.7% (Yellow) Student Groups: EL = 20.5% (Red) SED = 18.7% (Yellow) FY = N/A		OCSCS 2025-2026 = 8.9% Student Groups: English Learners = 2.5% (Blue) SED = 5% (Yellow) FY=N/A	OCSCS: -5.5% (No change in color) EL: +0.9% (moved down 2 colors) SED: +0.6% (no change in color) FY: N/A
5	English Learner Progress CA Dashboard Indicator	OCSCS 2022-2023 = 60% (No color)	OCSCS 2023-2024 = 50% (No color)		OCSCS 2025-2026= 65% making progress (Green)	-10% (N/A)
6	Passing Grades Indicated on Transcript in Core Content Classes (A, B, or C) of all Unduplicated Students	1st Semester 2023-2024, Grades 7th-8th: ELA = 83% Math = 68% Science = 83% Social Science = 85%	1st Semester 2024-2025, Grades 6th-8th: ELA = 97% Math = 95% Science = 91% Social Science = 95%		1st Semester 2026-2027, Grades 6th-8th: ELA = 88% Math = 73% Science = 88% Social Science = 90%	1st Semester, 6th-8th: ELA = Increase of 14% Math = Increase of 27% Science = Increase of 8% Social Science = Increase of 10%

Goal Analysis

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, any relevant challenges and successes experienced with implementation.

Throughout the three-year LCAP cycle, a comprehensive and concerted effort has been made to close the academic achievement gap for socioeconomically disadvantaged (SED) students in PYLUSD. While the district largely adhered to its planned actions and goals, there were a few substantive differences in the implementation, most notably the postponement of certain initiatives and adjustments based on emerging data.

needs or external factors. The district successfully maintained a focus on collaboration among teachers and designed interventions targeted at closing academic gaps for SED students. OCSCS participated in the three PLC trainings held throughout the year which included school principals and lead teachers / department chairs from every site. Math intervention services for unduplicated pupils (UPs) were provided as intended, with no notable shifts in strategy or service delivery. The College and Career Technician position was maintained at OCSCS to support student access to information, guidance, and resources regarding post-secondary options. Aeries Analytics was utilized to identify, monitor, and provide interventions to at-risk students in order to support their academic success. We maintained our school-based intervention programs at the secondary schools to assist in closing achievement gaps and suspension rates of all UPPs by providing academic, behavioral, and social emotional support in the intervention classrooms. Parent engagement efforts were made throughout the year and collaboration was held with the OCSCS Advisory Council. OCSCS continued to offer its Dual Language Academy, with changes to the instructional model at OCSCS.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

There are no substantive differences between the budgeted expenditures and estimated actual expenditures for this goal.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

PLC time has been effective in fostering a continuous cycle of teaching, learning, and assessment, where teachers are analyzing student data to generate positive outcomes. The collaboration supports the identification of academic gaps, which is essential for closing achievement gaps. The professional development (PD) sessions were well received, with positive feedback from principals and lead teachers. These PDs help build teacher capacity, ensuring they are better equipped to meet the needs of SED students. The Aeries analytics system has been successful in identifying students in need of academic, behavioral, or social-emotional support. By focusing on attendance, behavior, and course performance, it helps in early intervention, which is crucial for closing achievement gaps. Attendance tracking systems have been effective in identifying students with attendance issues early, leading to timely intervention to address barriers to learning. SART and SARB meetings have supported efforts to reduce chronic absenteeism, which is critical to academic success. These meetings have allowed for timely interventions with families to address attendance concerns. Ongoing PD in core content areas has equipped teachers to implement effective instructional strategies, improving student outcomes and addressing the learning needs of SED students. The streamlined SST process has been effective in identifying the needs of students early, allowing for tailored interventions and supports for students at-risk of falling behind. Learning recovery programs have supported differentiated instruction, helping students who need additional support in foundational skills. These programs are essential for bridging gaps in students' academic progress. Our intervention classroom has helped provide restorative interventions, keeping students in school and preventing disruptions in their academic progress.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

Based on reflections on prior practice, additional Distance from Standard (DFS) metrics have been added for all ELA and Math CAASPP data. We have adjusted the target for three-year outcome metrics for any that we were able to successfully meet in the first year. Actions 7.3, 7.5, 7.7, 7.9, 7.14, 7.15, 7.27, 7.28, 7.31, and 7.34 do not apply to OCSCS. Additionally, we will implement the district's new actions for the coming year:

7.38: Translation Services

We have added this action in order to offer interpretation assistance for materials and support families attending conferences, meetings, trainings, or committee sessions.

7.39: Site-level Awareness

We have added this action in order to enhance teacher awareness of Unduplicated students by utilizing Aeries rostering for improved identification and support.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
7.1	Teacher Collaboration and Intervention Design	Continue to provide all teachers with dedicated weekly release time to participate in Professional Learning Communities (PLCs) which focus on individual student achievement and how to close achievement gaps for all UPs.	Included in PYLUSD LCAP	Yes
7.2	Professional Learning Communities PD	Continue to provide professional development to site leadership teams in the PLC process to support student achievement through data analysis and targeted interventions, as funded by LREBG (\$24,867.60). While the district has made gains in English Language Arts and Mathematics overall, substantial achievement gaps remain for English Learners, Socioeconomically Disadvantaged students, and Foster Youth, who continue to perform below standard in both subjects. Research by Vescio, Ross, and Adams (2008) demonstrates that well-implemented PLCs lead to improved teaching practices and increased student learning, highlighting the importance of ongoing collaborative professional development.	Included in PYLUSD LCAP	No
Action 7.3 does not apply to OCSCS				
7.4	Tier I Intervention	Provide training on Tier I intervention strategies that help students meet academic and behavioral goals.	Included in PYLUSD LCAP	No
Action 7.5 does not apply to OCSCS				

Action 7.6 does not apply to OCSCS

Action 7.7 does not apply to OCSCS

7.8	PYLUSD Induction Program	Ensure that all newly hired teachers are prepared through mentorship and culturally responsive professional development on the use of PYLUSD tools, coaching, and strategies in order to address the needs of all UPs.	Included in PYLUSD LCAP	Yes
7.9	Mental Health Support and Resources for Students and Families at Secondary Sites	Maintain Wellness Specialists in order to provide for mental health support and resources for students, and specifically providing additional support to EL, SED, and FY students.	Included in PYLUSD LCAP	Yes
<i>Action 7.10 does not apply to OCSCS</i>				
7.11	OCSCS Discretionary Supplemental Funding for UPs	Distribute and target resources equitably where needs are greatest in order to close achievement gaps of all UPs.	\$671,621	Yes
7.12	Additional Support Staff at High Impact Sites	Maintain additional support staff at high impact sites to support students and families of SED, EL, and FY students.	Included in PYLUSD LCAP	Yes
7.13	Additional Health Support at High Impact Sites	Maintain nurses and health clerks at high impact sites to support students and families of SED, EL, and FY students.	Included in PYLUSD LCAP	Yes
<i>Action 7.14 does not apply to OCSCS</i>				
<i>Action 7.15 does not apply to OCSCS</i>				
7.16	District Teachers on Special Assignment (TOSA)	Maintain district TOSAs to provide relevant professional development for teachers at all sites to support achievement of UPs and other underperforming student groups.	Included in PYLUSD LCAP	Yes
7.17	District Leadership	Maintain district leadership to meet the needs of UPs and students who are at-risk.	Included in PYLUSD LCAP	Yes

7.18	Administrative Support	Maintain administrative support at the district office to support MTSS and AVID programs.	Included in PYLUSD LCAP	Yes
7.19	College and Career Technicians	Maintain College and Career Technicians to support student access to information, guidance, and resources regarding post-secondary options.	Included in PYLUSD LCAP	Yes
7.20	Multi-Tiered Systems of Support	The district will provide a comprehensive Multi-Tiered System of Support (MTSS) to deliver tiered academic interventions and enrichment opportunities designed to improve student achievement, funded in part through LREBG funds (\$19,032). While recent data shows an increase in the percentage of unduplicated students earning passing grades in core subjects from the 2023–2024 to the 2024–2025 school year, persistent academic gaps remain—particularly in secondary mathematics. Research from the Institute of Education Sciences (IES) supports the effectiveness of fully implemented MTSS frameworks, finding that they significantly reduce disruptive behaviors and improve academic outcomes among at-risk students (IES, 2019).	Included in PYLUSD LCAP	No
7.21	Data Dashboard and Analysis System	Provide a robust data dashboard and analysis system to identify, monitor, and provide interventions to at-risk students in order to support their academic success. Train teachers and site leaders in the use of the system .	Included in PYLUSD LCAP	No
7.22	Collaborative Task Forces	Convene collaborative task forces to address the curricular, instructional, and other emergent student needs in order to support the academic success of students (e.g., report card and grading practices task force, multicultural studies task force) as provided in part through LREBG funds (\$80,544). The 2024 CA Dashboard data indicates that unduplicated pupil groups—such as English Learners, Long-Term English Learners, Socioeconomically Disadvantaged Students, and Foster Youth—perform lower than the overall student population across several key indicators. Establishing collaborative task forces to address curricular, instructional, and emergent student needs is supported by evidence from the What Works Clearinghouse (WWC). The WWC's practice guide on using student achievement data to support instructional decision-making emphasizes the importance of collaborative data analysis among educators.	Included in PYLUSD LCAP	No

7.23	Attendance Tracking and Early Intervention	Implement a robust attendance tracking system (regular check-ins, monitoring attendance trends, etc.) to identify patterns and provide early intervention.	Included in PYLUSD LCAP	No
7.24	School and District Attendance Review Teams	Provide district support to oversee systematic School Attendance Review Team Meetings and District Attendance Review Team Meetings to provide attendance support to families.	Included in PYLUSD LCAP	Yes
7.25	Professional Development for Core Content Curriculum and Instruction	Enhance instruction for TK-12 English Language Arts, Mathematics, Science, and Social Studies through the integration of professional development regarding instructional strategies to promote increased student achievement among English learners, low income students, and foster youth.	Included in PYLUSD LCAP	No
7.26	Student Study Team and 504 Plan Coordination	Provide site level Student Study Team and 504 Plan coordination to support students who are at risk as provided through LREBG funds (\$174,473.40). There were 183 SST meetings in the district documented for the 23-24 school year and 212 SST meetings documented for the 24-25 school year through the end of May. According to CAHELP, SSTs are essential for creating collaborative intervention plans, while the California Teachers Association underscores the importance of 504 Plans in ensuring equal educational access for students with disabilities (CAHELP , CTA).	Included in PYLUSD LCAP	No
<i>Action 7.27 does not apply to OCSCS</i>				
<i>Action 7.28 does not apply to OCSCS</i>				
7.29	Suicide Prevention	The district will provide a suicide prevention program at middle and high schools to support student wellness and social-emotional health, funded in part through LREBG funds (\$16,974). This action aligns with California Education Code Section 215, which requires local educational agencies serving students in grades 7–12 to adopt and implement evidence-based suicide prevention policies and procedures. According to the Centers for Disease Control and Prevention (CDC), suicide is the second leading cause of death among individuals aged 10–24 in the United States, and research shows that school-based prevention programs significantly reduce suicide attempts and ideation among adolescents (CDC, 2023).	Included in PYLUSD LCAP	No

7.30	Learning Recovery Programs	Continue to provide learning recovery programs and materials designed to accelerate pupil academic proficiency or English language proficiency, or both as provided through LREBG funds (\$808,683). While 64.75% of students districtwide met or exceeded standards in English Language Arts, only 11.74% of English Learners, 48.87% of SED students, and 20% of Foster Youth did so—placing these groups in the Orange and Red performance levels. Similarly, in Mathematics, 53.48% of students met or exceeded standards overall, compared to just 10.62% of English Learners, 33.57% of SED students, and 14.29% of Foster Youth. According to a study by the RAND Corporation (2021), personalized and adaptive learning platforms—such as i-Ready, iXL, and Nearpod—have demonstrated positive effects on student engagement and academic achievement, particularly when used as part of a comprehensive instructional support strategy.	Included in PYLUSD LCAP	No
<i>Action 7.31 does not apply to OCSCS</i>				
7.32	Secondary Intervention Classrooms	Continue to maintain school-based intervention programs at the secondary schools to assist in closing achievement gaps and suspension rates of all UPs by providing academic, behavioral, and social emotional support in the intervention classrooms.	Included in PYLUSD LCAP	Yes
7.33	Career Technical Education (CTE)	Maintain robust and relevant Career Technical Education (CTE) pathways and course offerings at the secondary level, establish pre-apprenticeship partnerships, and increase marketing efforts towards UPs beginning at the elementary level and in multiple languages.	Included in PYLUSD LCAP	No
<i>Action 7.34 does not apply to OCSCS</i>				
7.35	Dual Language Academy	Expand and support a Dual Language Academy (DLA) to promote bilingualism, biliteracy, grade level academic achievement, and cross cultural competence in students by converting to a 90/10 model beginning in TK and K, providing Spanish intervention both after school and in the summer, and providing a high school DLA program at Esperanza High School.	Included in PYLUSD LCAP	Yes
7.36	Dual Enrollment	Continue to partner with the North Orange County Community College District / Fullerton College to offer dual enrollment courses to students through the existing CollegeLink and possible future Early College programs.	Included in PYLUSD LCAP	No

7.37	SPSA Development	Develop a Single Plan for Student Achievement (SPSA) for each school to communicate the cycle of continuous improvement for student achievement.	Included in PYLUSD LCAP	No
7.38	Interpretation Services	Offer interpretation assistance for materials and support families attending conferences, meetings, trainings, or committee sessions.	Included in PYLUSD LCAP	Yes
7.39	Site-level Awareness	Enhance teacher awareness of Unduplicated students by utilizing Aeries rostering for improved identification and support.	Included in PYLUSD LCAP	No

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students for [LCAP Year]

Total Projected LCFF Supplemental and/or Concentration Grants	Projected Additional 15 percent LCFF Concentration Grant
\$671,621	N/A

Required Percentage to Increase or Improve Services for the LCAP Year

Projected Percentage to Increase or Improve Services for the Coming School Year	LCFF Carryover — Percentage	LCFF Carryover — Dollar	Total Percentage to Increase or Improve Services for the Coming School Year
7%	0%	\$0.00	7%

The Budgeted Expenditures for Actions identified as Contributing may be found in the Contributing Actions Table.

LEA-wide and Schoolwide Actions

For each action being provided to an entire LEA or school, provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) for whom the action is principally directed, (2) how the action is designed to address the identified need(s) and why it is being provided on an LEA or schoolwide basis, and (3) the metric(s) used to measure the effectiveness of the action in improving outcomes for the unduplicated student group(s).

Goal and Action #s)	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
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Goal 2, Action 2.2	While the school has achieved strong performance in the CA School Dashboard in English Language Arts (Green) and suspension rates (Blue, +3), there are notable challenges in Mathematics (Yellow, -1), English Learner Progress (N/A, with 50% making progress, a decline of 10%), and Chronic Absenteeism (Yellow).	This action will support the needs of all Unduplicated Pupils (UPs), with a specific focus on English Learners and Long-Term English Learners, by providing ongoing professional development and training for teachers to close achievement gaps. Since all PYLUSD sites serve unduplicated pupils, implementing this action districtwide ensures a more effective and consistent approach. Research indicates that professional learning significantly enhances staff capacity to support unduplicated pupils, making this the most strategic use of funds to address their needs (Kanold, 2017; Hattie, 2009; Erkens & Twadall, 2012).	The effectiveness of this action will be assessed using each of the CA Dashboard Indicators. (M2.1 - M2.10, M2.14)
Goal 2, Action 2.3	While the school has achieved strong performance in the CA School Dashboard in English Language Arts (Green) and suspension rates (Blue, +3), there are notable challenges in Mathematics (Yellow, -1), English Learner Progress (N/A, with 50% making progress, a decline of 10%), and Chronic Absenteeism (Yellow).	This action aims to support these Unduplicated Pupils (UPs) by providing appropriate instructional materials, supplies, and services to enhance student engagement. According to John Hattie's Visible Learning research, providing supplemental instructional materials can significantly enhance student achievement, particularly when aligned with clear learning goals and feedback (Hattie, 2009).	The effectiveness of this action will be assessed using each of the CA Dashboard Indicators. (M2.1 - M2.12)
Goal 7, Action 7.1	While the school has achieved strong performance in the CA School Dashboard in English Language Arts (Green) and suspension rates (Blue, +3), there are notable challenges in Mathematics (Yellow, -1), English Learner Progress (N/A, with 50% making progress, a decline of 10%), and Chronic Absenteeism (Yellow).	Continuing to provide all teachers with dedicated weekly release time for Professional Learning Communities (PLCs) is essential for improving individual student achievement and closing achievement gaps for all Unduplicated Pupils (UPs), including socio-economically disadvantaged students, English learners, and Foster Youth. Research shows that PLCs enhance teacher collaboration, data-driven decision-making, and the implementation of effective instructional strategies tailored to student needs (DuFour et al., 2016).	The effectiveness of this action will be assessed using CA Dashboard Indicators for English Language Arts and Mathematics, specifically tracking the performance of English Learners, Long-Term English Learners, Socioeconomically Disadvantaged Students, and Foster Youth. (M7.1 & M7.2)

Goal 7, Action 7.8	While the school has achieved strong performance in the CA School Dashboard in English Language Arts (Green) and suspension rates (Blue, +3), there are notable challenges in Mathematics (Yellow, -1), English Learner Progress (N/A, with 50% making progress, a decline of 10%), and Chronic Absenteeism (Yellow).	Ensuring that all newly hired teachers are prepared through mentorship and culturally responsive professional development is crucial for effectively addressing the needs of all Unduplicated Pupils (UPs), including socio-economically disadvantaged students, English learners, and Foster Youth. Research consistently shows that mentorship and targeted professional development, particularly in culturally responsive teaching practices, significantly improve teacher effectiveness and student outcomes (Villegas & Lucas, 2007). Culturally responsive teaching helps educators understand and respect the cultural backgrounds of their students, allowing them to tailor instruction in ways that are meaningful and engaging for diverse learners (Gay, 2010).	The effectiveness of this action will be assessed using CA Dashboard Indicators for English Language Arts and Mathematics, specifically tracking the performance of English Learners, Long-Term English Learners, Socioeconomically Disadvantaged Students, and Foster Youth. (M7.1-M7.6, & M7.9)
Goal 7, Action 7.9	While the school has achieved strong performance in the CA School Dashboard in English Language Arts (Green) and suspension rates (Blue, +3), there are notable challenges in Mathematics (Yellow, -1), English Learner Progress (N/A, with 50% making progress, a decline of 10%), and Chronic Absenteeism (Yellow).	Maintaining Wellness Specialists at Title I middle schools and all high school sites is critical to addressing the mental health needs of students, particularly English Learners (EL), socio-economically disadvantaged (SED) students, and Foster Youth (FY), who often face additional stressors and barriers to academic success. Research indicates that mental health support plays a key role in improving student well-being, engagement, and academic outcomes (Zins et al., 2004). For UPs, who are at greater risk for experiencing trauma, family instability, and other socio-economic challenges, access to mental health resources is essential for ensuring they can fully participate in their education (Cohen & Sandy, 2007).	The effectiveness of this action will be assessed using CA Dashboard Indicators to track the performance of English Learners, Long-Term English Learners, Socioeconomically Disadvantaged Students, and Foster Youth. (M7.1-M7.6 & M7.9)

Goal 7, Action 7.11	While the school has achieved strong performance in the CA School Dashboard in English Language Arts (Green) and suspension rates (Blue, +3), there are notable challenges in Mathematics (Yellow, -1), English Learner Progress (N/A, with 50% making progress, a decline of 10%), and Chronic Absenteeism (Yellow).	Distributing and targeting resources equitably to schools where needs are greatest is a critical strategy for closing achievement gaps among Unduplicated Pupils (UPs), including socio-economically disadvantaged students, English learners, and Foster Youth. Research has shown that equitable resource allocation, which takes into account the specific needs of schools and students, significantly contributes to improved academic outcomes and helps level the playing field for underserved groups (Gordon et al., 2006). By directing resources such as funding, instructional materials, and support services to schools with the greatest challenges, districts can provide targeted interventions that address the specific academic, behavioral, and social-emotional needs of UPs (Darling-Hammond, 2010).	The effectiveness of this action will be assessed using CA Dashboard Indicators for English Language Arts and Mathematics, specifically tracking the performance of English Learners, Long-Term English Learners, Socioeconomically Disadvantaged Students, and Foster Youth. (M7.1-M7.9)
Goal 7, Action 7.12	While the school has achieved strong performance in the CA School Dashboard in English Language Arts (Green) and suspension rates (Blue, +3), there are notable challenges in Mathematics (Yellow, -1), English Learner Progress (N/A, with 50% making progress, a decline of 10%), and Chronic Absenteeism (Yellow).	Maintaining additional support staff at high-impact sites is essential for addressing the needs of socio-economically disadvantaged (SED), English Learner (EL), and Foster Youth (FY) students. These student groups often face unique challenges, including limited access to educational resources, language barriers, and family instability, which can hinder their academic success and overall well-being (Losen & Orfield, 2002). Research shows that providing additional support staff, such as counselors, intervention specialists, and family liaisons, helps bridge these gaps by offering targeted assistance and resources to both students and families (Baker et al., 2006).	The effectiveness of this action will be assessed using CA Dashboard Indicators for English Language Arts and Mathematics, specifically tracking the performance of English Learners, Long-Term English Learners, Socioeconomically Disadvantaged Students, and Foster Youth. (M7.1-M7.9)

Goal 7, Action 7.13	While the school has achieved strong performance in the CA School Dashboard in English Language Arts (Green) and suspension rates (Blue, +3), there are notable challenges in Mathematics (Yellow, -1), English Learner Progress (N/A, with 50% making progress, a decline of 10%), and Chronic Absenteeism (Yellow).	Maintaining nurses and health clerks at high-impact sites is crucial for supporting the well-being and academic success of socio-economically disadvantaged (SED), English Learner (EL), and Foster Youth (FY) students. These students often face significant health-related challenges, such as inadequate access to healthcare, higher rates of chronic illness, and mental health issues, which can negatively affect their ability to focus on learning and achieve academically (Baker et al., 2001). Having dedicated healthcare staff at school sites ensures that students receive timely medical attention, health screenings, and support for managing chronic conditions, which is essential for reducing absenteeism and promoting consistent academic engagement (Brener et al., 2004).	The effectiveness of this action will be assessed using CA Dashboard Indicators, specifically tracking the Chronic Absenteeism indicator. (M7.4)
Goal 7, Action 7.16	While the school has achieved strong performance in the CA School Dashboard in English Language Arts (Green) and suspension rates (Blue, +3), there are notable challenges in Mathematics (Yellow, -1), English Learner Progress (N/A, with 50% making progress, a decline of 10%), and Chronic Absenteeism (Yellow).	Maintaining district Teacher on Special Assignment (TOSAs) is essential for providing relevant professional development to teachers at all sites, particularly to support the achievement of Unduplicated Pupils (UPs) and other underperforming student groups. Research consistently shows that targeted professional development for educators is one of the most effective ways to improve student outcomes, especially for students who face academic challenges such as socio-economic disadvantage, language barriers, or foster care status (Guskey, 2002; Darling-Hammond et al., 2017).	The effectiveness of this action will be assessed using CA Dashboard Indicators for English Language Arts and Mathematics, specifically tracking the performance of English Learners, Long-Term English Learners, Socioeconomically Disadvantaged Students, and Foster Youth. (M7.1-M7.9)

<p>Goal 7, Action 7.17</p>	<p>While the school has achieved strong performance in the CA School Dashboard in English Language Arts (Green) and suspension rates (Blue, +3), there are notable challenges in Mathematics (Yellow, -1), English Learner Progress (N/A, with 50% making progress, a decline of 10%), and Chronic Absenteeism (Yellow).</p>	<p>Maintaining district leadership to meet the needs of Unduplicated Pupils (UPs) and students who are at-risk is critical for ensuring that these students receive the support and resources necessary to succeed academically. District leadership plays a pivotal role in setting the direction for educational equity, creating policies, and ensuring that resources are allocated to address the specific challenges faced by UPs, including socio-economic disadvantage, language barriers, and foster care status (Lyon et al., 2001). Effective leadership is essential in coordinating support systems, overseeing targeted interventions, and providing professional development for staff to implement strategies that meet the diverse needs of at-risk students (Leithwood et al., 2004).</p>	<p>The effectiveness of this action will be assessed using CA Dashboard Indicators for English Language Arts and Mathematics, specifically tracking the performance of English Learners, Long-Term English Learners, Socioeconomically Disadvantaged Students, and Foster Youth. (M7.1-M7.9)</p>
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<p>Goal 7, Action 7.18</p>	<p>While the school has achieved strong performance in the CA School Dashboard in English Language Arts (Green) and suspension rates (Blue, +3), there are notable challenges in Mathematics (Yellow, -1), English Learner Progress (N/A, with 50% making progress, a decline of 10%), and Chronic Absenteeism (Yellow).</p>	<p>Maintaining administrative support at the district office to support Multi-Tiered System of Supports (MTSS) and Advancement Via Individual Determination (AVID) programs is essential for ensuring the effective implementation and sustainability of these programs, which are critical for supporting student success, especially for Unduplicated Pupils (UPs) and underperforming students. MTSS provides a framework for addressing the academic, behavioral, and social-emotional needs of all students through tiered interventions, and administrative support is crucial in overseeing the coordination, fidelity, and continuous improvement of these interventions (Sugai & Simonsen, 2012). Similarly, the AVID program is designed to prepare students for college readiness and success, focusing on students who are underrepresented in higher education. Administrative oversight ensures that AVID strategies, such as rigorous academic support and college preparation, are implemented consistently across schools (Dougherty, 2016).</p>	<p>The effectiveness of this action will be assessed using CA Dashboard Indicators for English Language Arts and Mathematics, specifically tracking the performance of English Learners, Long-Term English Learners, Socioeconomically Disadvantaged Students, and Foster Youth. (M7.1-M7.9)</p>
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<p>Goal 7, Action 7.19</p>	<p>While the school has achieved strong performance in the CA School Dashboard in English Language Arts (Green) and suspension rates (Blue, +3), there are notable challenges in Mathematics (Yellow, -1), English Learner Progress (N/A, with 50% making progress, a decline of 10%), and Chronic Absenteeism (Yellow).</p>	<p>Maintaining College and Career Technicians at the school is essential for ensuring that students have the necessary guidance and resources to successfully navigate post-secondary options, which are crucial for their future academic and career success. College and Career Technicians provide vital support in areas such as college admissions, financial aid applications, career exploration, internships, and job readiness programs, particularly for students who may lack the resources or support at home to navigate these complex processes (Gandara & Bial, 2001). Research shows that students with access to college and career guidance are more likely to apply to post-secondary institutions, persist in their education, and achieve successful outcomes (Bettinger et al., 2012).</p>	<p>The effectiveness of this action will be assessed using CA Dashboard Indicators for English Language Arts and Mathematics and College and Career. (M7.1, M7.2, & M7.5)</p>
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<p>Goal 7, Action 7.24</p>	<p>While the school has achieved strong performance in the CA School Dashboard in English Language Arts (Green) and suspension rates (Blue, +3), there are notable challenges in Mathematics (Yellow, -1), English Learner Progress (N/A, with 50% making progress, a decline of 10%), and Chronic Absenteeism (Yellow).</p>	<p>Providing district support to oversee systematic School Attendance Review Team (SART) and District Attendance Review Team (DART) meetings is critical for addressing chronic absenteeism and ensuring that all students, particularly those from socio-economically disadvantaged (SED), English Learner (EL), and Foster Youth (FY) backgrounds, receive the support they need to attend school regularly. Chronic absenteeism is a significant barrier to academic success, as research shows that students who miss school frequently are more likely to struggle academically, fall behind in coursework, and eventually disengage from education altogether (Balfanz & Byrnes, 2012). The SART and DART meetings provide a structured approach to identifying the underlying causes of absenteeism and implementing targeted interventions to address them, such as providing support for families facing transportation or health challenges, connecting students with mental health resources, and ensuring that families are aware of the academic consequences of poor attendance (Chang & Romero, 2008).</p>	<p>The effectiveness of this action will be assessed using CA Dashboard Indicator for Chronic Absenteeism. (M7.4)</p>
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Goal 7, Action 7.32	While the school has achieved strong performance in the CA School Dashboard in English Language Arts (Green) and suspension rates (Blue, +3), there are notable challenges in Mathematics (Yellow, -1), English Learner Progress (N/A, with 50% making progress, a decline of 10%), and Chronic Absenteeism (Yellow).	Continuing to maintain school-based intervention programs at secondary schools is essential for addressing the academic, behavioral, and social-emotional needs of Unduplicated Pupils (UPs), including socio-economically disadvantaged (SED), English Learners (ELs), and Foster Youth (FY). These programs play a critical role in closing achievement gaps and reducing suspension rates, which are often disproportionately high for UPPs. Research has consistently shown that targeted intervention programs, which provide personalized support in academic, behavioral, and social-emotional areas, significantly improve student outcomes by addressing the specific challenges these students face (Baker et al., 2006; Sugai & Simonsen, 2012).	The effectiveness of this action will be assessed using CA Dashboard Indicators for English Language Arts and Mathematics, Chronic Absenteeism, and Suspensions. (M7.1-M7.4)
Goal 7, Action 7.35	While the school has achieved strong performance in the CA School Dashboard in English Language Arts (Green) and suspension rates (Blue, +3), there are notable challenges in Mathematics (Yellow, -1), English Learner Progress (N/A, with 50% making progress, a decline of 10%), and Chronic Absenteeism (Yellow).	Expanding and supporting a Dual Language Academy (DLA) is a strategic approach to promoting bilingualism, biliteracy, grade-level academic achievement, and cross-cultural competence. Research has consistently shown that dual language immersion programs not only support the development of proficiency in two languages but also enhance academic outcomes for students, particularly English Learners (ELs) and socio-economically disadvantaged (SED) students (Thomas & Collier, 2002).	The effectiveness of this action will be assessed using CA Dashboard Indicators for English Language Arts and Mathematics as well as student performance on the California Spanish Assessment. (M7.1, M7.2, M7.9, & M7.10)

<p>Goal 7, Action 7.38</p>	<p>While the school has achieved strong performance in the CA School Dashboard in English Language Arts (Green) and suspension rates (Blue, +3), there are notable challenges in Mathematics (Yellow, -1), English Learner Progress (N/A, with 50% making progress, a decline of 10%), and Chronic Absenteeism (Yellow).</p>	<p>Offering interpretation assistance for materials and support for families attending conferences, meetings, trainings, or committee sessions is crucial for ensuring equitable access to educational opportunities and fostering meaningful family engagement, especially for families of English Learners (ELs). Research shows that effective communication between schools and families is essential for student success, particularly for EL families who may face language barriers that hinder their ability to fully participate in school-related activities (Garcia & deCorte, 2012). Providing interpretation services enables parents to engage in conversations about their child's education, understand academic expectations, and actively participate in decision-making processes, such as IEP meetings or parent-teacher conferences (Lopez et al., 2016).</p>	<p>The effectiveness of this action will be assessed using CA Dashboard Indicators for English Language Arts and Mathematics, specifically tracking the performance of English Learners, Long-Term English Learners, Socioeconomically Disadvantaged Students, and Foster Youth. (M7.1-M7.9)</p>
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Limited Actions

For each action being solely provided to one or more unduplicated student group(s), provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) being served, (2) how the action is designed to address the identified need(s), and (3) how the effectiveness of the action in improving outcomes for the unduplicated student group(s) will be measured.

Goal and Action #	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness
Goal 3, Actions 3.2	In the 2024 CA Dashboard, English Learners performed at the Orange level in English Language Arts (ELA) and the Yellow level in Math, compared to the districtwide Green performance in both subjects. The English Learner Progress Indicator declined to Orange, presenting an opportunity for future growth. The College/Career Indicator for English Learners was Yellow, while the districtwide level was Green. Chronic absenteeism among English Learners remained consistent with districtwide levels. Additionally, the Graduation Rate Indicator for English Learners was at the Green level, slightly below the districtwide Blue level, highlighting a minor performance gap.	This action strengthens the district's English Language Development (ELD) program by ensuring that all English Learners receive both designated and integrated English instruction, fostering language acquisition and improving academic achievement across all subject areas. Research supports the effectiveness of integrated and designated ELD in promoting language development and content mastery (Goldenberg, 2008; Saunders, Goldenberg, & Marcelletti, 2013).	The effectiveness of this action will be measured through the CA Dashboard indicators for English Learners in English Language Arts, Math, Chronic Absenteeism, College/Career, English Learner Progress, and Graduation Rate. (M3.1-M3.3, M3.5, & M3.7)
Goal 3, Action 3.3	In the 2024 CA Dashboard, English Learners performed at the Orange level in English Language Arts (ELA) and the Yellow level in Math, compared to the districtwide Green performance in both subjects. The English Learner Progress Indicator declined to Orange, presenting an opportunity for future growth. The College/Career Indicator for English Learners was Yellow, while the districtwide level was Green. Chronic absenteeism among English Learners remained consistent with districtwide levels. Additionally, the Graduation Rate Indicator for English Learners was at the Green level, slightly below the districtwide Blue level, highlighting a minor performance gap.	Providing bilingual instructional aides at high-impact schools is a proven strategy for supporting English learners (ELs) by enhancing comprehension, engagement, and academic performance through language support. Research by Slavin & Cheung (2005) found that bilingual education programs, including the use of bilingual aides, lead to significantly better outcomes for ELs compared to English-only instruction. Additionally, the National Academies of Sciences, Engineering, and Medicine (2017) emphasize that integrating students' home language into instruction promotes cognitive development and long-term academic success.	The effectiveness of this action will be measured through the CA Dashboard indicators for English Learners in English Language Arts, Math, Chronic Absenteeism, College/Career, English Learner Progress, and Graduation Rate. (M3.1-M3.3, M3.5, & M3.7)

Goal 3, Action 3.7	In the 2024 CA Dashboard, English Learners performed at the Orange level in English Language Arts (ELA) and the Yellow level in Math, compared to the districtwide Green performance in both subjects. The English Learner Progress Indicator declined to Orange, presenting an opportunity for future growth. The College/Career Indicator for English Learners was Yellow, while the districtwide level was Green. Chronic absenteeism among English Learners remained consistent with districtwide levels. Additionally, the Graduation Rate Indicator for English Learners was at the Green level, slightly below the districtwide Blue level, highlighting a minor performance gap.	Providing English Language Development (ELD) Academic Support Teachers at elementary schools is essential to ensuring that English learners (ELs) receive targeted language instruction and academic support throughout the year. Research indicates that dedicated ELD instruction significantly improves ELs' English proficiency and academic achievement, particularly when integrated into daily learning (Saunders, Goldenberg, & Marcelletti, 2013). The National Academies of Sciences, Engineering, and Medicine (2017) also emphasize that ELs benefit most when they receive structured, research-based ELD support alongside core content instruction.	The effectiveness of this action will be measured through the CA Dashboard indicators for English Learners in English Language Arts and Math and local assessments such as the iReady Diagnostic for Reading and Math. (M3.2, M3.3, M3.8, & M3.9)
Goal 3, Action 3.8	In the 2024 CA Dashboard, English Learners performed at the Orange level in English Language Arts (ELA) and the Yellow level in Math, compared to the districtwide Green performance in both subjects. The English Learner Progress Indicator declined to Orange, presenting an opportunity for future growth. The College/Career Indicator for English Learners was Yellow, while the districtwide level was Green. Chronic absenteeism among English Learners remained consistent with districtwide levels. Additionally, the Graduation Rate Indicator for English Learners was at the Green level, slightly below the districtwide Blue level, highlighting a minor performance gap.	Providing increased District English Language Development (ELD) Teacher on Special Assignment (TOSA) support at all school sites is vital for enhancing the quality and consistency of ELD instruction and services across the district. Research shows that effective ELD instruction, when delivered by experienced teachers with specialized knowledge, significantly improves English learners' language proficiency and academic outcomes (Goldenberg, 2008).	The effectiveness of this action will be measured through the CA Dashboard indicators for English Learners in English Language Arts, Math, Chronic Absenteeism, College/Career, and Graduation Rate.

Goal 3, Action 3.9	In the 2024 CA Dashboard, English Learners performed at the Orange level in English Language Arts (ELA) and the Yellow level in Math, compared to the districtwide Green performance in both subjects. The English Learner Progress Indicator declined to Orange, presenting an opportunity for future growth. The College/Career Indicator for English Learners was Yellow, while the districtwide level was Green. Chronic absenteeism among English Learners remained consistent with districtwide levels. Additionally, the Graduation Rate Indicator for English Learners was at the Green level, slightly below the districtwide Blue level, highlighting a minor performance gap.	Continuing to provide district translation services is crucial for supporting English learners (ELs) and their families, ensuring effective communication and fostering greater parental engagement and participation. Research shows that when parents of ELs have access to translated materials and support, they are more likely to be actively involved in their child's education, which positively impacts academic outcomes (Mapp & Kuttner, 2013).	The effectiveness of this action will be measured through the CA Dashboard indicators for English Learners in English Language Arts, Math, Chronic Absenteeism, College/Career, and Graduation Rate.
Goal 3, Action 3.10	Recent ELPAC results indicate a decline in the percentage of English Learners (ELs) achieving Level 4 in key literacy domains. From Fall 2023 to Fall 2024, the percentage of ELs scoring Level 4 in Reading dropped from 12% to 10%, and in Writing from 19% to 14%. While Listening scores remained flat at 23%, and Speaking saw a slight decline from 52% to 50%	Continuing to provide centralized language assessment services within the Family Resource Center is essential for the accurate identification and assessment of English learners (ELs), as well as for the coordination of appropriate services. Research highlights that early and accurate identification of ELs is critical for ensuring they receive the right support to succeed academically (Francis, Rivera, Lesaux, Kieffer, & Rivera, 2006). Centralized services streamline the assessment process, reduce delays, and ensure consistency in identifying language needs across the district.	The effectiveness of this action will be measured through the CA Dashboard indicators for English Learners in English Language Arts, Math, Chronic Absenteeism, College/Career, and Graduation Rate.

Goal 3, Action 3.12	<p>English Learners (ELs) in the Placentia-Yorba Linda Unified School District continue to demonstrate significant academic needs across multiple indicators, underscoring the need for additional targeted support. On the 2023–2024 CA Dashboard, only 11.4% of EL students met or exceeded standards in English Language Arts (ELA), with a Distance from Standard (DFS) of 44.4 points below, placing them in the Orange performance band—far below the overall district rate of 65.32% and DFS of 35.6 above. Similarly, only 11.5% of EL students met or exceeded standards in Math, with a DFS of 64.9 points below standard, compared to the district’s 55.95% proficiency rate and DFS of 11 above. While the district maintained Green performance overall in both content areas, EL students remain among the lowest-performing subgroups.</p>	<p>Continuing to provide Bilingual School/Community Student Advisors at sites with high populations of English learners (ELs) is critical for supporting both students and their families in navigating educational systems and resources. Research highlights that bilingual advisors can bridge cultural and linguistic gaps, helping ELs and their families better access academic support, services, and community resources (Garcia & Kleifgen, 2010). By having advisors who speak the home language of the families, schools can foster stronger relationships and ensure families feel more included in the educational process, leading to increased student engagement and academic success.</p>	<p>The effectiveness of this action will be measured through the CA Dashboard indicators for English Learners in English Language Arts, Math, Chronic Absenteeism, College/Career, and Graduation Rate.</p>
Goal 3, Action 3.13	<p>Despite improvements in reclassification rates (from 14% to 26%) and notable progress in graduation and college/career readiness indicators for English Learners (ELs), PYLUSD continues to face significant challenges in accelerating English Learner achievement and language proficiency. The percentage of ELs making progress toward English proficiency declined from 54.2% to 50.3%. Additionally, ELs continue to underperform in ELA and math on both iReady and CAASPP, with DFS scores widening in ELA and only modest gains in math. Writing performance across grade spans has also declined sharply. These indicators signal an urgent need for strengthened leadership, systemic alignment, and targeted supports to ensure equitable outcomes for English Learners across the district.</p>	<p>Continuing to provide administrative support and leadership at the district office is essential for effectively implementing the English learner (EL) program in accordance with state and federal guidelines. Research demonstrates that strong administrative leadership is crucial for ensuring compliance with regulations and the successful implementation of EL programs (Menken & Korth, 2008). By overseeing program development, monitoring progress, and ensuring adherence to legal requirements, district leadership can help ensure that ELs receive appropriate services, resources, and support.</p>	<p>The effectiveness of this action will be measured through the CA Dashboard indicators for English Learners in English Language Arts, Math, Chronic Absenteeism, College/Career, and Graduation Rate.</p>

Goal 3, Action 3.16	<p>Despite improvements in reclassification rates (from 14% to 26%) and notable progress in graduation and college/career readiness indicators for English Learners (ELs), PYLUSD continues to face significant challenges in accelerating English Learner achievement and language proficiency. The percentage of ELs making progress toward English proficiency declined from 54.2% to 50.3%. Additionally, ELs continue to underperform in ELA and math on both iReady and CAASPP, with DFS scores widening in ELA and only modest gains in math. Writing performance across grade spans has also declined sharply. These indicators signal an urgent need for strengthened leadership, systemic alignment, and targeted supports to ensure equitable outcomes for English Learners across the district.</p>	<p>Continuing to provide support at the site level for the coordination of the English learner (EL) program is essential for ensuring fidelity to the program's goals and effectively meeting the needs of EL students. Research underscores that site-level coordination plays a critical role in maintaining program consistency and aligning instructional practices with the specific needs of ELs (August & Shanahan, 2006). By having dedicated support at the school site, districts can monitor the implementation of EL strategies, provide targeted professional development, and ensure that teachers have the resources necessary to deliver high-quality instruction.</p>	<p>The effectiveness of this action will be measured through the CA Dashboard indicators for English Learners in English Language Arts, Math, Chronic Absenteeism, College/Career, and Graduation Rate.</p>
Goal 3, Action 3.18	<p>English Learners (ELs) in the Placentia-Yorba Linda Unified School District continue to demonstrate significant academic needs across multiple indicators, underscoring the need for additional targeted support. On the 2023–2024 CA Dashboard, only 11.4% of EL students met or exceeded standards in English Language Arts (ELA), with a Distance from Standard (DFS) of 44.4 points below, placing them in the Orange performance band—far below the overall district rate of 65.32% and DFS of 35.6 above. Similarly, only 11.5% of EL students met or exceeded standards in Math, with a DFS of 64.9 points below standard, compared to the district's 55.95% proficiency rate and DFS of 11 above. While the district maintained Green performance overall in both content areas, EL students remain among the lowest-performing subgroups.</p>	<p>Providing OCDE Guided Language Acquisition Design (GLAD) training is crucial for building academic language and literacy for all students, particularly English learners (ELs) and emergent bilingual students. Research indicates that GLAD strategies are effective in enhancing language acquisition by integrating academic content with language development in a systematic and engaging way (Echevarria, Vogt, & Short, 2017). GLAD's focus on visual, interactive, and collaborative learning helps ELs develop both academic language and critical thinking skills, leading to improved comprehension and performance in core subjects (Genesee, Lindholm-Leary, Saunders, & Christian, 2006).</p>	<p>The effectiveness of this action will be measured by the percentage of LTELs nearly meeting, meeting, or exceeding standards on the CAASPP for ELA and Math.</p>

Goal 4, Action 4.1	A performance gap exists between Long-Term English Learners (LTELs) and their peers, with only 5.2% of LTELs meeting or exceeding standards in ELA, compared to 65.3% of all PYLUSD students. In Math, just 3.6% of LTELs meet or exceed standards, compared to 55.9% of all PYLUSD students.	Continuing to provide the AVID Excel Summer Bridge and year-long program is essential for supporting English learners (ELs) in their language development and academic achievement. Research has shown that programs like AVID Excel, which focus on both language development and college-readiness skills, are highly effective in closing achievement gaps for ELs (Cordova-Cobo & Garcia, 2019).	The effectiveness of this action will be measured by the percentage of LTELs meeting or exceeding standards on the CAASPP for ELA and Math.
Goal 4, Action 4.2	A performance gap exists between Long-Term English Learners (LTELs) and their peers, with only 5.2% of LTELs meeting or exceeding standards in ELA, compared to 65.3% of all PYLUSD students. In Math, just 3.6% of LTELs meet or exceed standards, compared to 55.9% of all PYLUSD students.	Continuing to provide Bridging and Expanding ELD sections across middle and high schools is critical for ensuring that Long-Term English Learners (LTELs) receive both designated and integrated ELD instruction, which is essential for their academic success. Research shows that targeted ELD instruction, which combines explicit language development with content-area learning, significantly supports LTELs in acquiring academic language and achieving success across subjects (Echevarria, Vogt, & Short, 2017).	The effectiveness of this action will be measured by the percentage of LTELs meeting or exceeding standards on the CAASPP for ELA and Math.

Goal 5, Action 5.1	<p>The number of identified homeless students in PYLUSD has risen to 3,475 in 2023-2024, reflecting the continued and growing need for comprehensive support services. While the district has seen encouraging gains in graduation rates (from 88.8% to 92.5%) and reductions in chronic absenteeism (from 31.6% to 22.6%), significant academic achievement gaps persist. Homeless students remain substantially below grade level in both English Language Arts (DFS -44.5) and Mathematics (DFS -79.2), with both indicators dropping from Yellow to Orange on the CA Dashboard. Moreover, only 29.9% of homeless students are considered college/career prepared, a figure that has remained stagnant over two years.</p>	<p>Continuing to provide equitable services for socio-economically disadvantaged students through Family Resource Centers (FRCs), along with a McKinney-Vento TOSA and support staff, is essential for addressing the systemic barriers these students face. The 2024 CA Dashboard data highlights persistent achievement gaps. Research confirms that wraparound support services, including community linkages and parental engagement, significantly improve student outcomes by addressing non-academic barriers such as housing instability, food insecurity, and lack of access to educational resources (Moore et al., 2014). Additionally, the McKinney-Vento Act mandates support for homeless and highly mobile students, ensuring they receive consistent educational opportunities (NCHE, 2020).</p>	<p>The effectiveness of this action will be measured through the CA Dashboard indicators for Socio-economically Disadvantaged Students in English Language Arts, Math, College/Career, and Chronic Absenteeism.</p>
Goal 5, Action 5.4	<p>The number of identified homeless students in PYLUSD has risen to 3,475 in 2023-2024, reflecting the continued and growing need for comprehensive support services. While the district has seen encouraging gains in graduation rates (from 88.8% to 92.5%) and reductions in chronic absenteeism (from 31.6% to 22.6%), significant academic achievement gaps persist. Homeless students remain substantially below grade level in both English Language Arts (DFS -44.5) and Mathematics (DFS -79.2), with both indicators dropping from Yellow to Orange on the CA Dashboard. Moreover, only 29.9% of homeless students are considered college/career prepared, a figure that has remained stagnant over two years.</p>	<p>Continuing to bolster the academic achievement of homeless students through after-school tutoring is essential in addressing the educational challenges faced by this vulnerable population. Research indicates that students experiencing homelessness are at a significantly higher risk of academic struggles due to frequent school disruptions, lack of access to resources, and increased stress (Masten et al., 2015). Targeted tutoring programs provide consistent academic support, helping to mitigate learning loss and improve student performance, particularly in core subjects such as reading and math (Hernandez, 2011).</p>	<p>The effectiveness of this action will be measured through the CA Dashboard indicators for Socio-economically Disadvantaged Students in English Language Arts, Math, College/Career, and Chronic Absenteeism.</p>

Goal 5, Action 5.5	In 2024, the academic performance of Socio-Economically Disadvantaged (SED) students remained in the Orange performance level on the CA Dashboard for English Language Arts (ELA) and Yellow for Math, while the districtwide performance was Green for both subjects. Additionally, the College/Career Indicator for SED students remained at the Orange level, compared to the districtwide Green level. However, chronic absenteeism among SED students decreased, bringing their attendance rates in line with the overall district.	Facilitating family literacy and math nights is a crucial strategy for supporting the academic success of socio-economically disadvantaged (SED) students by equipping families with the tools to reinforce learning at home. Research shows that parental involvement in literacy and math development significantly improves student achievement, particularly for low-income families (Van Voorhis et al., 2013). Providing phonics training, reading strategy instruction, and foundational math skills workshops empowers parents to support their children's learning, leading to stronger academic outcomes and increased confidence in both reading and math (Sénéchal & Young, 2008).	The effectiveness of this action will be measured through the CA Dashboard indicators for Socio-economically Disadvantaged Students in English Language Arts, Math, College/Career, and Chronic Absenteeism.
Goal 5, Action 5.6	Chronic absenteeism rates at these targeted schools remain high or very high compared to the rest of the district. These schools serve large populations of students who qualify for free or reduced-price lunch and are disproportionately impacted by barriers to consistent attendance. The CA Dashboard Chronic Absenteeism indicator remains in the Orange and Yellow for these schools.	Full-time counselors at these sites will focus on improving attendance, supporting academic achievement, and promoting emotional well-being. This targeted support is intended to reduce chronic absenteeism rates, close opportunity gaps, and ensure equitable access to student success resources. Research from the American School Counselor Association (ASCA) and other studies has shown that schools with lower student-to-counselor ratios see improved attendance rates, stronger academic outcomes, and enhanced social-emotional support, particularly in schools serving high-needs populations (Lapan, Gysbers, & Petroski, 2001; ASCA, 2019).	The effectiveness of this action will be measured through the CA Dashboard indicators for Socio-economically Disadvantaged Students (M5.1, M5.2, M5.5, M5.7, & M5.8)

Goal 5, Action 5.7	<p>In 2023-2024, the district identified 3,475 homeless students—an increase from the prior year—many of whom lack consistent means to access school. While the chronic absenteeism rate for homeless students improved from 31.6% to 22.6%, it remains significantly higher than the district average, and the academic outcomes for this group remain well below standards in both ELA (DFS -44.5) and Math (DFS -79.2). Similarly, students identified as socioeconomically disadvantaged (SED) have seen improvement in chronic absenteeism, from 26.6% in 2022-2023 (Red) to 18.6% in 2023-2024 (Yellow). However, nearly 1 in 5 SED students are still chronically absent—often due to transportation challenges. These attendance issues contribute directly to lower academic performance and diminished long-term outcomes, especially for students already facing systemic inequities.</p>	<p>Providing additional transportation routes at high-impact sites is essential for ensuring that socio-economically disadvantaged (SED) students can access school consistently, thereby reducing chronic absenteeism. Research highlights transportation barriers as a significant contributor to absenteeism among low-income students, directly impacting their academic achievement and long-term success (Gottfried, 2017). Studies show that students who face transportation challenges are more likely to miss school, leading to lower test scores, decreased engagement, and higher dropout rates (Balfanz & Byrnes, 2012). By expanding transportation services, districts can remove a critical barrier to attendance, ensuring that SED students have equitable access to education and the support needed for academic success.</p>	<p>The effectiveness of this action will be measured through the CA Dashboard indicators for Socio-economically Disadvantaged Students in English Language Arts, Math, College/Career, and Chronic Absenteeism.</p>
Goal 5, Action 5.8	<p>In 2024, the academic performance of Socio-Economically Disadvantaged (SED) students remained in the Orange performance level on the CA Dashboard for English Language Arts (ELA) and Yellow for Math, while the districtwide performance was Green for both subjects. Additionally, the College/Career Indicator for SED students remained at the Orange level, compared to the districtwide Green level. However, chronic absenteeism among SED students decreased, bringing their attendance rates in line with the overall district.</p>	<p>Continuing to provide assistant principals at high-impact Title I school sites is essential for supporting student achievement, reducing chronic absenteeism, and improving student safety. Research shows that strong school leadership is a key factor in fostering academic success, particularly in schools serving low-income students (Leithwood et al., 2020). Assistant principals play a critical role in implementing data-driven interventions, supporting teachers, and ensuring students receive necessary academic and behavioral support (Grissom et al., 2021). Additionally, their presence helps address chronic absenteeism by strengthening attendance monitoring systems, engaging families, and removing barriers to consistent school attendance (Balfanz & Byrnes, 2012).</p>	<p>The effectiveness of this action will be measured through the CA Dashboard indicators for Socio-economically Disadvantaged Students in English Language Arts, Math, College/Career, and Chronic Absenteeism.</p>

Goal 5, Action 5.9	On the California School Dashboard, the College and Career Readiness Indicator (CCRI) is currently rated orange for key student groups in PYLUSD, including homeless students, English Learners, and students with disabilities. This designation highlights significant opportunity gaps and the urgent need for targeted interventions to improve postsecondary preparedness for these student populations.	The AVID (Advancement Via Individual Determination) program supports unduplicated pupils such as low-income students, long-term English learners, foster youth, and homeless students by building academic skills, college awareness, and a strong support system that prepares them for postsecondary success. AVID promotes equity through strategies like focused note-taking, academic tutorials, and college readiness activities that directly address barriers faced by these student groups. Implementing AVID ensures consistent access and helps create a college-going culture across schools. Research shows AVID students are more likely to complete college entrance requirements and enroll in college compared to their peers (AVID Center, 2022).	The effectiveness of this action will be measured through the CA Dashboard indicators for Socio-economically Disadvantaged Students in English Language Arts, Math, College/Career, and Chronic Absenteeism (M5.1, M5.2, M5.4, M5.5, M5.6, M5.11 - M5.16).
Goal 6, Action 6.1	In 2024, the academic performance of Foster Youth (FY) on the CA Dashboard improved to the Yellow performance level in English Language Arts (ELA) but declined to Red in Math, while the districtwide performance remained Green for both subjects. The Suspension Indicator for Foster Youth was at the Yellow level, compared to the districtwide Blue level. Additionally, chronic absenteeism for Foster Youth remained higher than the districtwide average, with an Orange performance level.	Continuing to provide both in-district and out-of-district tutoring services for Foster Youth (FY) is essential to addressing their unique academic challenges and closing achievement gaps. The 2024 CA Dashboard highlights persistent disparities. Research shows that Foster Youth face frequent school disruptions, leading to gaps in learning, lower academic performance, and higher dropout rates (Pecora et al., 2012). Targeted tutoring interventions have been shown to improve educational outcomes for at-risk students by providing individualized academic support, strengthening foundational skills, and increasing engagement (Zetlin et al., 2010).	The effectiveness of this action will be measured through the CA Dashboard indicators for Foster Youth Students in English Language Arts, Math, Suspension, and Chronic Absenteeism.

Goal 6, Action 6.6	In 2024, the academic performance of Foster Youth (FY) on the CA Dashboard improved to the Yellow performance level in English Language Arts (ELA) but declined to Red in Math, while the districtwide performance remained Green for both subjects. The Suspension Indicator for Foster Youth was at the Yellow level, compared to the districtwide Blue level. Additionally, chronic absenteeism for Foster Youth remained higher than the districtwide average, with an Orange performance level.	Providing professional development for staff to increase awareness and understanding of the unique needs of Foster Youth (FY) is essential for creating a supportive and inclusive school environment that fosters academic success and emotional well-being. Research indicates that FY students face significant educational barriers, including frequent school changes, trauma, and lack of stable academic support, which contribute to lower achievement levels and higher dropout rates (Pecora et al., 2012). Educator training on trauma-informed practices, social-emotional learning, and the specific challenges FY students encounter has been shown to improve student-teacher relationships, enhance classroom engagement, and increase academic resilience (Clemens et al., 2017).	The effectiveness of this action will be measured through the CA Dashboard indicators for Foster Youth Students in English Language Arts, Math, Suspension, and Chronic Absenteeism.
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For any limited action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage, as applicable.

N/A

Additional Concentration Grant Funding

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

N/A - OCSCS and PYLUSD do not receive concentration grant funding.

Staff-to-student ratios by type of school and concentration of unduplicated students	Schools with a student concentration of 55 percent or less	Schools with a student concentration of greater than 55 percent
Staff-to-student ratio of classified staff providing direct services to students	N/A	N/A
Staff-to-student ratio of certificated staff providing direct services to students	N/A	N/A

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

NOTICE OF PUBLIC HEARING

**The Placentia-Yorba Linda Unified School District
The Orange County School of Computer Science
hereby gives notice that a Public Hearing to receive comment by members
of the community will be held as follows:**

TOPIC OF HEARING:

**Local Control Accountability Plan (LCAP)
for 2025-26
Proposed Budget for 2025-26**

Copies of these documents may be inspected at:

**Placentia-Yorba Linda Unified School District
District Administrative Services Office
1301 East Orangethorpe Avenue
Placentia, California 92870**

HEARING DATE: Tuesday, June 3, 2025

TIME: Approximately 5:00 PM

**LOCATION: Placentia-Yorba Linda Unified School District
District Office Board Room
1301 East Orangethorpe
Placentia, CA 92870**

FOR ADDITIONAL INFORMATION CONTACT:

**Phuong Tran, Director
Fiscal Services
(714) 985-8431**

**Distrito Escolar Unificado Placentia-Yorba Linda
1301 East Orangethorpe
Placentia, CA 92870**

Aviso de Audiencia Pública

**El Distrito Escolar Unificado de Placentia-Yorba Linda
La Escuela de Ciencias de la Computacion del Condado de Orange
les notifica que habrá una audiencia pública para recibir comentarios de la
comunidad**

TEMA DE LA AUDIENCIA:

**Presentación General del Presupuesto para los Padres y
Presupuesto Propuesto para el año escolar 2025-26**

Copias de estos documentos pueden ser inspeccionados en:

**Distrito Escolar Unificado Placentia-Yorba Linda
Oficina de Servicios Administrativos
1301 East Orangethorpe
Placentia, California 92870**

FECHA DE LA AUDIENCIA: martes, 3 de junio del 2025

HORA: Aproximadamente 5:00 PM

LOCACION: Distrito Escolar Unificado Placentia-Yorba Linda
Oficina del Distrito, Cuarto de la Junta Directiva
1301 East Orangethorpe
Placentia, CA 92870

PARA INFORMACION ADICIONAL CONTACTE A:

**Phuong Tran, Directora
Oficina de Servicios Fiscales
(714) 985-8431**

2025-26 Instructional Continuity Plan (ICP)

This template provides a framework for the Instructional Continuity Plan (ICP) and should be tailored to the unique needs and resources of the LEA and its school sites.

Guidance regarding completion and requirements of the Instructional Continuity Plan (ICP), including SB 153 requirement that this ICP be included in the Comprehensive School Safety Plan (CSSP) by July 1, 2025 can be found at <https://www.cde.ca.gov/re/di/or/icpguidance.asp>.

Local Educational Agency (LEA) Name	School Name	Contact Name and Title	Email and Phone
Placentia-Yorba Linda Unified School District	the Placentia-Yorba Linda Unified School District	Dr. Allan Mucerino, Acting Superintendent of Schools	amucerino@pylusd.org, 714-985-8400

Introduction and Purpose

Information about the Instructional Continuity Plan (ICP) requirements, revision and adoption dates.

This Instructional Continuity Plan (ICP) was last revised on May 23, 2025 and adopted by the Placentia-Yorba Linda Unified School District on June 17, 2025 to ensure all students have access to instruction during a natural disaster or emergency, as mandated by Senate Bill 153, Chapter 38, Statutes of 2024 (SB 153), which adds a provision to California Education Code (EC) Section 32282.

This ICP will be included in the LEA's Comprehensive School Safety Plan (CSSP) by July 1, 2025. Inclusion of this ICP in the CSSP will be required to obtain approval of a Form J-13A waiver request beginning in fiscal year 2026-27. This plan is intended to minimize disruptions to instruction and provide support for pupils' social-emotional, mental health, and academic needs.

Engagement with Pupils and Families

Protocol for Engagement

Protocol for engagement with pupils and their families.

required, the Placentia-Yorba Linda Unified School District will engage with pupils and their families as soon as practicable, but **no later than five calendar days** following an emergency.

Methods of Two-Way Communication

Methods for two-way engagement.

The protocol for engagement with pupils and their families is designed to establish two-way communication. Current existing methods include:

- Short messaging service (SMS)
- Phone Calls
- Email
- School Portal
- Social Media
- Flyers

Plans for Unforeseen Events

Plans to address unforeseen events such as power outages and damage to infrastructure and how they may impact methods for two-way communication.

Plans to Maintain Two-Way Communication During Unforeseen Events

PYLUSD recognizes that natural disasters and emergencies—such as power outages, wildfires, or infrastructure damage—can severely disrupt traditional communication channels. To ensure continued two-way communication with families and students during such events, the district will implement a layered, redundant communication strategy that draws on lessons learned from other districts across the state.

1. Multi-Modal Communication Approach

The district will use a variety of platforms to reach families, recognizing that some methods may be unavailable depending on the emergency. These include:

Automated text messages, voice calls, and emails via the district’s mass notification system

District and school websites, which will serve as centralized hubs for updates and resources

Social media platforms (e.g., Facebook, Instagram, X/Twitter) for real-time information sharing

Printed flyers and handouts, distributed at designated locations such as school sites, shelters, or food distribution centers in the event of widespread digital outages

2. Use of Existing Emergency Protocols

PYLUSD will incorporate and align its instructional continuity communication protocols with its existing emergency preparedness and crisis response systems. For example, site administrators will be trained to act as liaisons between the school and families during disruptions. PYLUSD will also maintain communication with local city officials, utilities providers and local emergency services organizations (Ex: Local police dept., OC Fire Authority).

3. Emergency Contact Updates & Redundancy

Prior to each school year, families will be prompted to confirm and update contact information and indicate preferred communication methods. Families will be encouraged to opt into multiple forms of communication to ensure redundancy. In the event of outages, staff will also use community partnerships (e.g., local libraries, city offices, or community organizations) to relay critical messages to families.

Site-Based Communication Planning

Each school will create a site-specific communication plan outlining how two-way contact will be maintained, especially in the first five days following an emergency. Plans may include:

- Wellness checks via phone by designated staff (counselors, admin)
- Check-ins at meal distribution sites
- Hard copy packets for students unable to access online platforms

5. Equity Considerations

The district will ensure communication materials are provided in all home languages and that information is accessible to families with limited digital literacy. PYLUSD will also collaborate with staff who work directly with foster youth, students experiencing homelessness, and English learners to ensure outreach is proactive and responsive.

Support for Unique Needs

Plans designed to identify and provide support for pupils' social-emotional, mental health, and academic needs.

PYLUSD is committed to supporting the whole child—academically, socially, and emotionally—especially during and following emergency events. Our Instructional Continuity Plan outlines layered strategies to proactively identify student needs and ensure timely access to supports, even in disrupted conditions.

1. Social-Emotional and Mental Health Support

District-wide Wellness Teams: School counselors, wellness specialists, and psychologists will continue to provide virtual or in-person wellness support. If schools are closed, staff will conduct regular check-ins using secure digital platforms (e.g., Google Meet, Zoom), phone calls, or home visits (as appropriate and safe).

Wellness Surveys: Within the first week of instructional disruption, PYLUSD may deploy brief, age-appropriate wellness check-in surveys to identify students who may need additional mental health services. These surveys will be distributed via student information systems or hard copy, if necessary.

Crisis Response Protocols: In collaboration with the district's crisis response team, schools may implement trauma-informed practices and provide immediate mental health referrals for students experiencing acute stress, grief, or anxiety during an emergency. A crisis hotline may be available to support students.

2. Academic Monitoring and Intervention

Ongoing Progress Monitoring: Teachers will use formative assessment data (e.g., i-Ready, teacher-created assessments, and student work samples) to monitor academic progress and identify students who need academic intervention.

Small Group Instruction: During instructional disruptions, the district will pivot to virtual or community-based small group instruction to ensure students receive intervention or extension opportunities based on need.

Instructional Access Logs: Staff will track student attendance and engagement through digital learning platforms or analog systems, such as weekly check-in logs or home visit documentation, to identify disengaged students early.

Targeted Outreach: Bilingual family liaisons, Family Resource Center staff, Clerical Staff, and if necessary, instructional assistants, will be deployed to reach students with attendance or engagement challenges and coordinate academic re-engagement plans.

Community and Family Resources

Family Help lines, PYLUSD Family Resource Centers: The district will maintain dedicated helplines and resource centers to support families with academic guidance, wellness referrals, and basic needs during emergencies.

Parent Workshops: Virtual or in-person workshops will continue to be offered, focusing on supporting students' mental health, managing stress during emergencies, and assisting with at-home learning strategies.

Access to Instruction

Timeline for Access to Instruction

Timeline for access to instruction no more than 10 instructional days following the emergency.

As required, the Placentia-Yorba Linda Unified School District will provide access to in-person or remote instruction as soon as practicable, but **no more than 10 instructional days** following the emergency.

Conditions for Resuming Access to In-Person Instruction

Conditions under which in-person instruction will resume and any alternative sites or arrangements considering various aspects of recovery.

Outlined below are conditions under which in-person instruction will resume and any alternative sites or arrangements considering various aspects of recovery, including:

- Evacuation orders lifted
- Power and utilities functioning
- Healthy air quality
- Access to safe and clean water
- Campus free from debris and hazards
- Internet fiber lines connected and functioning
- Sufficient staff available
- Kitchens operational for meals

Remote Instruction

Plans for remote instruction.

As required, the Placentia-Yorba Linda Unified School District remote instruction will align with EC sections 51747 and 51749.5, governing Independent Study instruction modalities. Remote instruction will be designed to meet instructional standards that are, at minimum, equivalent to those applicable in independent study programs.

Instructional Platforms and Learning Management Systems:

Placentia-Yorba Linda Unified School District (PYLUSD) is equipped with a robust digital infrastructure to support high-quality remote instruction. Google Classroom and Aeries will serve as the primary learning management systems (LMS), enabling teachers to organize lessons, communicate with students, and manage assignments. The district's Clever portal provides centralized, single sign-on access to a wide range of digital tools, including adopted digital curriculum across subject areas, ensuring students and staff can easily navigate between platforms. This structure promotes consistency, efficiency, and equitable access to instructional materials districtwide. Synchronous instruction and student support will also be provided through virtual meeting tools to maintain meaningful interaction and engagement during remote learning periods.

Assessment and Academic Monitoring:

Teachers and instructional staff will use a variety of digital assessment tools to monitor student progress, identify learning gaps, and adjust instruction accordingly. These systems support both formative and summative assessments, ensuring students remain on track academically.

Supplemental and Enrichment Opportunities:

To complement core instruction, students will continue to have access to supplemental academic resources and enrichment activities through digital platforms. These opportunities help reinforce key skills, encourage exploration, and support diverse learning needs across grade levels.

This approach ensures that PYLUSD maintains instructional continuity and meets the expectations of Independent Study under EC 51747 and 51749.5, while supporting access, equity, and academic success for all students.

Access to Instructional Materials

Methods for distributing digital and non-digital materials.

As required, remote instruction offered will align with expectations of access and equity.

The Placentia-Yorba Linda Unified School District (PYLUSD) employs multiple methods to ensure all students have access to essential instructional materials during remote or emergency learning. These methods are designed to promote equity and maintain continuity of learning, particularly for our Unduplicated Pupils.

Digital Distribution:

Learning Management Systems (LMS): Teachers use platforms such as, but not limited to Google Classroom, Aeries, and CLEVER to distribute assignments, resources, and recorded lessons.

District-Issued Devices: All students are provided with Chromebooks or iPads to access instructional materials. Students in need receive hotspots to ensure reliable internet access.

Online Platforms and Tools: Programs such as i-Ready, Edulastic, and online textbooks are integrated into daily instruction and provide adaptive content that supports differentiated learning needs.

Non-Digital Distribution:

For students who are unable to consistently access digital platforms, printed instructional packets, textbooks, and manipulatives are made available for pickup at school sites.

Teachers and school sites coordinate scheduled pick-up windows to distribute non-digital materials safely and consistently.

In some cases, materials may be delivered to families with transportation barriers.

Support for Unduplicated Pupils:

Instructional materials—both digital and non-digital—are designed to be linguistically and developmentally appropriate. This includes translated directions, visuals, sentence frames, and glossaries for ELs.

EL students continue to receive designated and integrated ELD instruction through both live sessions and asynchronous supports.

Students with Disabilities receive materials that follow their Emergency Circumstances Program as outlined in their Individualized Education Program (IEP).

Service providers (e.g., Speech-Language Pathologists, Occupational Therapists, and RSP teachers) coordinate with families to provide both instructional support and materials aligned to IEP goals.

Special Education Aides may assist in checking in with families, reinforcing lessons, and helping distribute learning tools.

Access to Schoolwork

Platforms and processes for accessing and submitting schoolwork.

As required, remote instruction offered will align with expectations of access and equity.

Platforms and Processes for Accessing and Submitting Schoolwork

Placentia-Yorba Linda Unified School District (PYLUSD) is committed to providing equitable access to instruction and ensuring continuity of learning during any transition to remote instruction. The district utilizes a suite of digital platforms to support students in accessing, completing, and submitting schoolwork, with a focus on usability, flexibility, and consistency across grade levels.

Aeries and Google Classroom serves as the primary Learning Management System (LMS) for most students, allowing teachers to organize and distribute lessons, communicate expectations, assign work, provide feedback, and collect student submissions in a centralized environment.

Clever acts as a secure, single sign-on portal through which students can access all district-approved educational tools and digital curriculum resources. This includes digital textbooks and instructional programs adopted across core content areas, supporting both synchronous and asynchronous learning.

These platforms are accessible on district-issued devices and are designed to support differentiated instruction and accommodations for English Learners, Students with Disabilities, and other Unduplicated Pupils. Built-in messaging tools enable ongoing communication between students, families, and educators, fostering strong home-school connections.

Together, these systems ensure that all students can consistently engage with their coursework, receive timely feedback, and continue making academic progress even during disruptions to in-person learning.

Temporary Reassignment

Procedures and agreements for temporary reassignment with neighboring LEAs.

the Placentia-Yorba Linda Unified School District provides support to pupils and families to enroll in or be temporarily reassigned to another site, school district, county office of education, or charter school if an emergency or natural disaster disrupts in-person learning:

In the event that a school(s) may need to be temporarily relocated, PYLUSD will consider other district schools and/or nearby community spaces that could accommodate large groups of students. PYLUSD will also take into account the transportation needs of families and work to ensure these logistics are addressed. PYLUSD will also take into consideration partnering with neighboring LEAs for potential spaces for displaced students and utilize the resources of the Orange County Department of Education. PYLUSD may utilize staggered schedules to relocate students.

Instructional Continuity

Communication Protocols

Communication protocols for families, students, staff and faculty, including how information will be made available and with what frequency including methods and timelines.

Multi-Modal Communication Approach:
To ensure all educational partners remain informed during a natural disaster or emergency, the Placentia-Yorba Linda Unified School District (PYLUSD) is committed to a multi-modal communication approach that utilizes both digital and non-digital strategies. This approach ensures timely, equitable access to critical information—especially in cases where technology or infrastructure may be disrupted.

Primary Communication Channels:
The district will use a variety of platforms to reach families, recognizing that certain methods may be unavailable depending on the nature and extent of the emergency.

These include:

- 1. Mass Notification System: Automated text messages, voice calls, and emails will be sent to families and staff through the district’s mass notification system (e.g., Aeries, Blackboard Connect, and/or ParentSquare). These messages will include critical updates regarding school closures, instructional access, safety protocols, and recovery efforts.
- 2. District and School Websites: PYLUSD and individual school websites will serve as centralized hubs for real-time updates, access to digital learning platforms, instructional continuity plans, and frequently asked questions. Emergency banners and pop-up alerts will ensure that urgent updates are visible immediately upon visiting.
- 3. Social Media Platforms: District-managed social media accounts (e.g., Facebook, Instagram, X/Twitter) will be used to broadcast immediate updates, highlight community resources, and reinforce important information. These platforms allow two-way interaction when appropriate and help extend communication reach, especially for mobile device users.

Printed Flyers and Handouts: In the event of power or internet outages, printed materials such as flyers, instructional packets, and emergency bulletins will be made available at key community locations. These may include school front offices (if open), food distribution sites, shelters, or city facilities. Multilingual translations will be provided to ensure accessibility for all families.

Communication Protocols:

PYLUSD has developed a clear communication protocol to guide how and when information is disseminated:

Frequency:

Updates will be issued as soon as new or changing information becomes available. In a prolonged emergency, families can expect daily or weekly communication depending on the severity and nature of the disruption. Regular updates will be scheduled (e.g., each Monday and Thursday) and supplemented by urgent alerts as needed.

Audience-Specific Messaging:

- Families and Students will receive guidance on instructional expectations, technology access, meal services, and mental health resources.
- Staff and Faculty will receive more detailed internal communications regarding instructional duties, safety procedures, and HR-related updates.
- Community Partners will be informed of needs, supports available, and opportunities for collaboration.

Translation and Accessibility:

All key messages will be translated into the top languages spoken within the district. Communications will be made available in accessible formats for families of students with disabilities or other specialized needs.

Verification and Consistency:

All outgoing messages will be reviewed and approved by the district's Emergency Response Team or Communications Department to ensure accuracy, clarity, and consistency across platforms.

Technological Readiness

Technology readiness for educators and students to support a pivot from in-person to remote learning through independent study including early access to independent study program written agreements, online access to assignments and academic resources, assignment of devices, online instructional platform and access to internet and devices.

Placentia-Yorba Linda Unified School District (PYLUSD) is well-positioned to support a seamless transition from in-person to remote instruction in the event of an emergency or natural disaster. Through robust infrastructure, established protocols, and a strong 1:1 device program, the district can maintain instructional continuity aligned with the requirements of Independent Study under Education Code sections 51747 and 51749.5.

1:1 Chromebook Initiative

All students in grades TK–12 are equipped with a district-issued Chromebook as part of our comprehensive 1:1 device initiative. This ensures that every student has consistent access to a reliable digital learning device regardless of grade level or school site. Devices are distributed at the beginning of the school year or upon new enrollment, and replacement procedures are in place should a device become damaged or lost.

Online Instructional Platforms

Students and educators regularly use district-supported learning platforms—Google Classroom, Aeries, and i-Ready (for elementary)—to access and submit schoolwork, access instructional materials, receive feedback, and engage in virtual collaboration. These platforms are already embedded into daily instruction and will serve as the primary systems for remote learning in the event of a school closure. Synchronous learning can continue seamlessly through video conferencing tools such as Zoom and Google Meet. In addition, the Clever Dashboard provides a centralized launch point for students to access learning apps, resources, and teacher communications in one secure location.

Access to Internet and Tech Support

To address digital equity, the district has partnered with local internet service providers and offers Wi-Fi hotspots to families in need. The PYLUSD Technology Help Desk is available to provide real-time technical support to families and staff, including assistance with devices, login credentials, and software troubleshooting. Support is offered via phone, email, and remote access when appropriate.

Independent Study Agreements

PYLUSD has streamlined access to independent study through digitally accessible agreements currently in use at Parkview School and Buena Vista Virtual Academy. These agreements can be adapted and pushed out at scale to families districtwide in the event of an emergency requiring a pivot to remote instruction. Once agreements are signed electronically, classroom teachers will be responsible for ensuring each student's instructional plan meets grade-level standards and supports individual learning needs, including accommodations for English Learners and students with disabilities.

Prepared Educators and Support Systems

Educators are well-versed in the use of digital instructional tools and platforms due to ongoing professional development and daily integration of technology into their practice. Site administrators and instructional coaches are prepared to guide teachers through instructional planning for remote learning, ensuring alignment with essential standards and continuity of services.

Communication with Families

To maintain strong communication with families and the broader community during a transition to remote learning, PYLUSD utilizes mass communication tools such as Aeries, Blackboard Connect, and/or ParentSquare. These platforms ensure families receive timely updates, instructions, and important district announcements through multiple channels including email, text message, and phone calls, supporting consistent engagement and clarity during emergency situations.

Instruction and Assessment

Prioritization of essential learning, making standards-aligned learning objectives, methods for monitoring progress and additional support whenever possible, including tutoring, check-ins, virtual office hours or other methods.

In the event of a transition to remote instruction, the Placentia-Yorba Linda Unified School District (PYLUSD) is committed to ensuring continuity of high-quality teaching and learning by focusing on essential academic standards, monitoring student progress, and providing layered supports for students.

Standards-Aligned Instruction

The district will prioritize essential grade-level standards in English Language Arts, Mathematics, Science, and other core content areas to ensure instruction remains focused and impactful during any period of disruption. Teachers will continue to have access to clearly defined curricular maps and pacing guides that highlight key learning outcomes and expectations. These resources are developed collaboratively by district curriculum teams and teacher leaders and will be made readily accessible via internal platforms.

Embedded Progress Monitoring

PYLUSD utilizes localized common assessments that are already embedded in the curriculum to help teachers identify students' progress toward mastery of essential standards. These assessments, combined with platform-based data (e.g., i-Ready diagnostics for elementary students, formative assessments through Edulastic, or performance data from LMS platforms like Google Classroom and Aeries), will guide instruction and inform necessary intervention or enrichment.

Additional Academic Support

When feasible, the district's after-school tutoring programs will continue to provide targeted support in reading and math for students demonstrating academic need. These programs may be delivered virtually or in person, depending on the nature of the emergency.

Teacher Interaction and Check-ins

As required by California's independent study laws, PYLUSD will ensure that students receive live instruction and regular synchronous interaction with teachers. This

includes:

- Virtual office hours for individualized support
- Scheduled check-ins with teachers, counselors, or academic coaches
- Ongoing communication through district-approved platforms to support academic progress and student well-being

These supports will be especially critical for English Learners, students with disabilities, and other vulnerable student populations to maintain equitable access to instruction.

Collaborative Support Structures

Counselors, administrators, and other student support staff will collaborate with teachers to monitor attendance, engagement, and academic progress. Families will be kept informed through multi-modal communication channels to ensure a consistent partnership in student success.

Access (Equity, Accessibility, and Inclusion)

Equity, Accessibility, and Inclusion

How all students, including those with disabilities, those experiencing homelessness, foster youth, or English learner (EL) students will continue to have equal access to instructional resources.

Placentia-Yorba Linda Unified School District is committed to ensuring that all students—regardless of ability, language, or living situation—have equitable access to high-quality instruction and resources during any disruption to in-person learning. Our approach includes multiple systems of support and targeted resources designed to uphold this commitment for all student groups, including students with disabilities, English learners, foster youth, and students experiencing homelessness.

Students with Disabilities:

Special education teachers and service providers will ensure continuity of services through virtual instruction, teletherapy, and adapted instructional materials. Individualized Education Programs (IEPs) and the student's Emergency Circumstances Plan will be reviewed and revised as needed to reflect emergency learning conditions, and students will receive accommodations and modifications appropriate to the remote learning environment. Assistive technology will be provided, and case managers will maintain regular communication with families.

English Learners (ELs):

EL students will continue to receive designated and integrated English Language Development (ELD) instruction. Tools such as English Learner Snapshots, digital translation services, and scaffolded resources will support language acquisition. Bilingual staff and interpreters will assist with communication to ensure meaningful family engagement.

Foster Youth & Students Experiencing Homelessness:

Through our district liaisons and partnerships with community agencies, foster and unhoused students will be prioritized for device distribution and internet connectivity. They will receive additional support such as school supplies, access to counseling, and regular check-ins with support staff to ensure academic continuity and wellness.

Access to Devices and Connectivity:

Through our 1:1 Chromebook initiative, all students are equipped with devices. The Technology Help Desk remains available to assist families with troubleshooting, while mobile hotspots can be deployed to students without stable internet access. Printed materials will be made available for pickup if needed.

Inclusive Communication:

PYLUSD will provide all communication in families' preferred languages and use accessible formats (e.g., closed captioning, screen-reader compatible documents). Multi-modal communication strategies will be used to maintain strong school-home partnerships across all student groups.

Individualized Education Plans (IEP)

How will IEPs continue to be provided and maintained.

Each student with an Individualized Education Program (IEP) has an Emergency Circumstances Plan developed by the IEP team to ensure appropriate support during emergencies. This plan will be implemented to address the student's unique needs. Special education teachers and service providers will ensure continuity of services through virtual instruction, teletherapy, and adapted instructional materials. IEPs will be reviewed and revised as necessary to reflect emergency learning conditions, ensuring that students receive accommodations and modifications appropriate to the remote learning environment. Assistive technology and communication devices will be provided as required in the students IEP. Case managers will maintain regular communication with families to support student progress and engagement.

English Learners (EL)

How will EL students continue to be supported in alignment with the California English Learner Roadmap Policy.

Placentia-Yorba Linda Unified School District (PYLUSD) remains committed to upholding the principles of the California English Learner Roadmap, ensuring that English Learners (ELs) continue to receive meaningful, equitable access to education during disruptions to in-person instruction. Our plan reflects the Roadmap's four principles:

1. Assets-Oriented and Needs-Responsive Schools

EL students are viewed as assets to the school community. During emergency instruction, their unique needs will be addressed through designated and integrated English Language Development (ELD), scaffolded instruction across content areas, and regular teacher check-ins. Teachers will continue using data from English Learner Snapshots to understand each student's language proficiency level, background, and learning needs. Aligned with Principle 1 of the EL Roadmap, which calls for schools to respond to the strengths and needs of ELs, PYLUSD will provide differentiated support based on EL typologies. Newcomers may receive small-group virtual instruction in oral language and foundational literacy, while LTELs will engage in academic language development tied to grade-level content. Bilingual counselors may conduct biweekly SEL check-ins to ensure whole-child support.

2. Intellectual Quality of Instruction and Meaningful Access

ELs will continue to engage in standards-based, rigorous instruction through platforms such as Google Classroom, Aeries, and i-Ready, with language supports embedded. Bilingual instructional aides and translation tools will ensure that students can access academic content and participate meaningfully in classroom tasks. Designated ELD time will remain a priority in both synchronous and asynchronous instruction. In accordance with Principle 2 of the EL Roadmap, ELs will continue to receive intellectually rich instruction with embedded scaffolds such as sentence frames, visual glossaries, and recorded lessons with captions. Bilingual aides may support synchronous instruction in breakout rooms, ensuring that ELs can access and engage with core content meaningfully in both live and asynchronous environments

3. System Conditions that Support Effectiveness

Teachers will have access to professional learning and collaboration time to ensure high-quality instruction for ELs in remote settings. EL Specialists and district coaches will provide resources and virtual support to maintain alignment with ELD standards and instructional best practices. Reflecting Principle 3 of the EL Roadmap, PYLUSD will ensure system-wide support by providing teachers with ongoing professional learning, an ELD Observation Tool for virtual instruction monitoring, and onboarding materials for new staff that include Designated ELD planning guides and scaffolding strategies. These structures promote consistency and quality across all instructional settings

4. Alignment and Articulation Within and Across Systems

Communication and collaboration among general education teachers, ELD specialists, and support staff will ensure coherence in services for ELs. Progress monitoring systems, such as benchmark assessments and ongoing formative feedback, will guide instruction and interventions. Families of EL students will receive communication in their home language and be invited to participate in school decision-making processes such as ELAC and DELAC, even during emergency learning. In line with Principle 4 of the EL Roadmap, our district will maintain alignment through the use of an EL Progress Monitoring Tracker accessible across sites and grade levels. Regular site-district collaboration and transition protocols (e.g., sharing student EL Profiles during school moves) will ensure that services are coherent and continuous regardless of changes in instructional format or school assignment.

Professional Learning

Professional learning opportunities and resources utilized if the need to pivot to remote instruction and assessment arises.

Placentia-Yorba Linda Unified School District (PYLUSD) is committed to equipping its educators with high-quality, relevant, and timely professional development (PD) opportunities throughout the year. The district offers a diverse range of workshops and training sessions designed to enhance instructional practices, integrate emerging technologies, and support student achievement across all grade levels. If remote learning becomes necessary due to emergency conditions or other circumstances, PYLUSD would offer dedicated training in topics to include:

- Zoom preparedness and classroom management strategies in a virtual setting
- Maximizing engagement and participation in online environments
- Effective use of learning management systems such as Canvas and Google Classroom
- Utilizing Aeries for attendance, grade reporting, communication, and student tracking
- Digital equity and accessibility practices
- Creating inclusive virtual environments for all learners
- Leveraging AI tools to support differentiation and student feedback remotely

Well-Being and Support Services

How the LEA will provide access to physical and mental health professionals, including those who speak languages other than English.

support the well-being of all students during periods of instructional disruption, the LEA will ensure ongoing access to physical and mental health professionals. The following strategies outline PYLUSD's plan to provide these critical services, with a focus on equitable access, including language support:

Mental Health Access:

PYLUSD will continue partnerships with contracted mental health agencies and school-based providers to deliver counseling in-person if available, and also through teletherapy (via Zoom or other secure online platforms).

Crisis Response Team:

Our PYLUSD crisis team will remain available during school hours and provide emergency mental health support information/resources for students, staff, and families. PYLUSD will provide mental health resources, mindfulness activities, and access to community referrals and work to make these resources available on the district website.

Multilingual Counseling:

Mental health staff who are fluent in other languages other than English will be utilized to support families and students. For other languages that may not be readily available, interpreter services will be coordinated through our Language Services Department.

Plans to provide access back-up, water and medicines in the event of an emergency.

School Nurses & Health Aides:

Nurses will work to conduct virtual wellness checks, monitor chronic conditions, and consult with families of students who have individual health plans via video or phone.

Community Partnerships:

Through existing MOUs with local community health partners, students and families will be referred for in-person care and health screenings. Community health referrals for families with specific language needs will also be conducted.

Student Health Records:

School nurses maintain updated medication logs and health plans (IEPs, 504s), with digital backup to ensure continuity of care.

Secure Storage and Transfer:

In the event of evacuation or relocation, PYLUSD will work to ensure safe and documented transfer of student medications and medical equipment under the supervision of health staff.

Parent Coordination:

Parents/guardians will be notified promptly if medication retrieval or reauthorization is necessary. Emergency supply plans will be reviewed with families of students who require daily or emergency medication (e.g., inhalers, EpiPens, insulin).

Power Outage Communication:

In coordination with utility companies, the district will receive alerts of power outages and communicate quickly with site leaders and families.

Plans to ensure continuity of other support services, including special education, counseling, after-school programs, and access to kitchens and food services, adapting these services to the online or hybrid environment when necessary.

To ensure continuity of support services during online or hybrid learning, the district will adapt and maintain access to essential programs such as special education, counseling, after-school enrichment, and nutrition services.

Special Education:

This includes the implementation of the Emergency Circumstances Plan included in the students' IEPs, tele-counseling, modified after-school offerings, and meal distribution or pickup options, all tailored to meet student needs in alternative learning environments.

Nutrition Services:

Nutrition services will utilize any and all available sites, as well as community locations if needed, to prepare and distribute meals.

Expanded Learning:

The Expanded Learning Program's families will be notified and communicated with through ELEYO, Text messages, and phone calls, in addition to school or district communication. Expanded Learning afterschool program will continue collaborating with Education Services, Human Resources, CSEA, and local emergency agencies to provide instructional support through our afterschool learning and teaching model. The Expanded Learning program has a plan in place for the delivery of remote after school. This includes:

Scenario one: Full closure

- Expanded Learning Staff will provide additional support with homework or classwork that complements what the student is learning during the school day. The hours of operation are 6:00 a.m. to 6:00 p.m.

Scenario two: Partial closure

- Expanded Learning Staff will present in person to provide support with academic homework or classwork. In addition, third-party academic tutor companies will be assigned to support with academic tutoring.

Scenario three: Fully open

- Expanded Learning Staff will present in person to provide support with academic homework or classwork. In addition, third-party academic tutor companies will be assigned to provide academic tutoring. Staff will also provide online support to students who choose to stay home. Expanded Learning will continue full operational before- and after-school programs.

Site-Based Collaboration

How administrators, faculty, information technology staff, students, and parents will collaborate in the development and implementation of this ICP.

The development and implementation of our ICP was a collaborative effort involving a diverse range of educational partners to ensure a comprehensive and inclusive plan. Our ICP planning committee, composed of district-level staff from every department, led the coordination and oversight of the process. We actively engaged parents and site administrators by gathering feedback during Advisory Group meetings and presenting the draft plan to the District English Learner Advisory Committee (DELAC) to solicit input that reflects the needs of our multilingual families. In addition, we consulted our previous Learning Continuity Plan to build on successful strategies and address areas needing improvement. To ensure broad representation, we reached out to administrators, faculty, and information technology staff across departments to collect their perspectives and expertise. This multi-level collaboration ensured the ICP is responsive, practical, and aligned with the district's instructional and technological goals.

Return to Site-Based Learning

Conditions that must be met prior to returning from disruption including reopening sites.

Prior to returning to site-based learning following a disruption, Placentia-Yorba Linda Unified School District (PYLUSD) will engage in a comprehensive and collaborative process to ensure the safe and well-coordinated reopening of school sites. This process will involve close coordination with local and county public health agencies, emergency services, and relevant public safety organizations to conduct thorough inspections of all facilities. Only after safety standards are confirmed for students and staff will campuses reopen. In alignment with Cal/OSHA requirements and public health guidance, PYLUSD will work proactively with employee associations, including the Association of Placentia Linda Educators (APLE) and California School Employees Association (CSEA), to address concerns and guarantee that both learning and working conditions are safe, supportive, and sustainable.

A district-level reopening committee may be established to oversee planning, monitor evolving guidance, and develop site-specific protocols. This committee will include representatives from administration, labor groups, student services, risk management, and facilities, ensuring a broad, inclusive approach to decision-making. Throughout the process, PYLUSD will prioritize transparent and timely communication with all stakeholders—including staff, students, and families—through multiple platforms to provide updates, answer questions, and support a smooth and confident transition back to in-person instruction.

Integration with Comprehensive School Safety Plan (CSSP)

Integration of this Instructional Continuity Plan (ICP) into the Placentia-Yorba Linda Unified School District's Comprehensive School Safety Plan (CSSP).

This Instructional Continuity Plan (ICP) will be included as an integral component of the Placentia-Yorba Linda Unified School District's Comprehensive School Safety Plan (CSSP) by July 1, 2025, as required by SB 153. The information in this ICP will be considered in relation to other aspects of the existing safety plan. A locally-adopted CSSP must include this ICP to obtain approval of a Form J-13A waiver request beginning in fiscal year 2026-27.

Review and Updates of this Instructional Continuity Plan (ICP)

Frequency of review and update of this ICP.

This Instructional Continuity Plan will be reviewed and updated in collaboration with Educational Partners, considering feedback and lessons learned on the following basis:

e ICP will be reviewed annually.

**PLACENTIA YORBA LINDA UNIFIED SCHOOL DISTRICT
ACTING SUPERINTENDENT EMPLOYMENT AGREEMENT**

This Acting Superintendent Employment Agreement is hereby entered into by and between the Board Education of the Placentia Yorba Linda Unified School District (“District” or “Board”) and Renee Gray (“Acting Superintendent” or “Employee”).

1. Background. Employee is employed as the District’s Assistant Superintendent, Student Support Services. On days when the Acting or Interim Superintendent is absent from duty or is not performing services for the District, the Assistant Superintendent is designated by the Acting or Interim Superintendent to serve in the role of Acting Superintendent.

2. Duties. While employed as the Acting Superintendent, Employee shall perform the duties of superintendent as prescribed by the laws of the State of California and as set forth in District policies and procedures.

3. Salary. While serving as the Acting Superintendent, Employee shall at the current District Superintendent’s daily rate of \$1518.22 in accordance with the District’s usual payroll procedures. The salary set forth herein shall be retroactive to May 8, 2025, which is the date that Employee first began serving in the Acting Superintendent position.

4. Terms of Employment. Other than set forth in this Acting Superintendent Employment Agreement, all other terms and conditions of employment set forth in Employee’s Assistant Superintendent Employment Agreement shall continue to apply.

5. Termination of Acting Superintendent Appointment.

- a. Mutual Consent. This Agreement may be terminated at any time by mutual consent of the Board and Employee.
- b. At-Will Termination of Acting Superintendent Appointment. Employee’s appointment as Acting Superintendent may be terminated by either the Board or Employee at any time and for any reason.
- c. Superintendent Position. Employee’s appointment as Acting Superintendent shall terminate upon the effective date of the Board taking action to either reinstate the current Superintendent from or upon another individual being appointed as Superintendent.
- d. Status at Termination. Upon the termination of the Acting Superintendent appointment, Employee shall revert to her position as Assistant Superintendent, Student Support Services in accordance with the Assistant

Superintendent Employment Agreement then in effect.

The parties hereby approve and execute this Agreement as set forth below.

ON BEHALF OF THE BOARD OF EDUCATION

Dated: _____

Marilyn Anderson, Board President

BY EMPLOYEE

I hereby accept this offer of employment and agree to comply with the conditions thereof, and to faithfully perform all of the duties as Acting Superintendent of the Placentia-Yorba Linda Unified School District.

Dated: _____

Renee Gray

PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
Board of Education Regular Meeting
June 3, 2025

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. Allan Mucerino, Acting Superintendent



Orange County School Boards Association

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

May 20, 2025



TO: Orange County Board Members, Superintendents and Chancellors

FROM: Lauren Brooks, OCSBA Interim President

SUBJECT: 2025-2026 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 2025-2026 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 1, 2025.**

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 2025-2026 Membership Dues Form



Enclosed is a check for \$250.00 from the _____
School District for membership in OCSBA during the 2025-2026 school year. This membership fee covers all members of your board from July 1, 2025 to June 30, 2026.

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 3, 2025**

**AWARD OF BID NO. 225-11, KILN REPLACEMENT PROJECT, EL DORADO AND VALENCIA
HIGH SCHOOL**

Background

The district advertised for bidders on March 27, 2025 and April 3, 2025 and received one bid for the kiln replacement project at El Dorado and Valencia High Schools, with New Dimension General Construction, Inc. being the lowest responsive and responsible bidder.

El Dorado High School	\$193,800
Valencia High School	\$330,000

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

General Fund (0101) – AMIMBG	\$523,800
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Administrator

Joan Velasco, Interim Assistant Superintendent, Business Services

CONSTRUCTION SERVICES AGREEMENT

Bid 225-11, El Dorado and Valencia High School Kiln Replacement

THIS AGREEMENT, entered into this 4th day of June, 2025 in the County of Orange of the State of California, by and between the **Placentia Yorba Linda Unifies School District**, hereinafter called the "Owner" or the "District", and **New Dimension General Construction, Inc.**, 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 225-11, El Dorado and Valencia High School Kiln Replacement, 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 as negotiated, 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 as specified in the bid documents, per calendar day, per site, 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 ONE HUNDRED EIGHTY EIGHT THOUSAND EIGHT HUNDRED DOLLARS (\$188,800.00), and FIVE THOUSAND DOLLARS, For allowances, if needed, for El Dorado High School. And, THREE HUNDRED TWENTY THOUSAND DOLLARS (\$320,000.00), and TEN THOUSAND DOLLARS for allowances, if needed, for Valencia High School, 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.

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 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 See 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

New Dimension General Construction, Incorporated

Donald Rosales

Typed or Printed Name

Director, Purchasing
Title

Signature

Dated: _____

Typed or Printed Name

Title

Signature

Type or Printed Name

Title (Authorized Officers or Agents)

Signature

(CORPORATE SEAL)

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 3, 2025**

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

Background

On May 11, 2021, the Board of Education awarded Bid No. 221-05 for fiber fall and mulch installation services to RWP Transfer, Inc., dba Recycled Wood Products. The services include playground woodchip installation and planter mulch installation. The initial contract term was for one year after award of bid and could be extended for four additional one-year periods in accordance with provisions contained in Education Code Section 17596, not to exceed a total of five years. This renewal will exercise the fourth and final one-year period allowed for extension from July 1, 2025 to June 30, 2026. All other terms and conditions remain the same.

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

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

Financial Impact

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

Administrator

Joan Velasco, Interim Assistant Superintendent, Business Services

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 3, 2025**

RFP NO. 2021-02, FACILITY EQUIPMENT SERVICES

Background

On June 22, 2021, the Board of Education awarded RFP No. 2021-02 for facility equipment services to Control Air Enterprises, LLC and F.M. Thomas Air Conditioning, Inc. The facility equipment services include annual service and repair needs on existing equipment, labor, and materials for new installations. The existing equipment annual service requirements include ice machines, cooling towers, chillers, and various HVAC equipment throughout the district. The initial contract term was for one year after award of bid and could be extended for four additional one-year periods in accordance with provisions contained in Education Code Section 17596, not to exceed a total of five years. This renewal will exercise the fourth and final one-year period allowed for extension from July 1, 2025 to June 30, 2026. All other terms and conditions remain the same.

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

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

Financial Impact

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

Administrator

Joan Velasco, Interim Assistant Superintendent, Business Services

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 3, 2025**

RFP NO. 2021-03, EMERGENCY RESTORATION SERVICES

Background

On June 22, 2021, the Board of Education awarded RFP No. 2021-03 for emergency restoration services based on labor and material pricing to CRT Restoration Inc., dba ServPro of Downey, Montebello, Compton & Vernon. The initial contract term was for one year after award of bid and could be extended for four additional one-year periods in accordance with provisions contained in Education Code Section 17596, not to exceed a total of five years. This renewal will exercise the fourth and final one-year period allowed for extension from July 1, 2025 to June 30, 2026. All other terms and conditions remain the same.

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

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

Financial Impact

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

Administrator

Joan Velasco, Interim Assistant Superintendent, Business Services

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 3, 2025**

CONSULTANT SERVICES, SCHOOL FACILITY PLANNING AND FINANCING SERVICES

Background

Consultant Services are needed to provide the district with school facility planning and financing services. 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)	\$20,000
Capital Facilities Agency Fund (2545)	

Administrator

Joan Velasco, Interim Assistant Superintendent, Business Services

May 27, 2025

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

Subject: Proposed Contract Renewal

Dear Mr. Figueroa:

It appears our Contract for Services between Placentia-Yorba Linda Unified School District (District) and School Facility Consultants (SFC) will expire on June 30, 2025. 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.

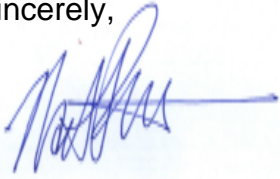
I propose SFC bill on a time and materials basis at the hourly rate schedule not to exceed \$20,000 without prior District approval. SFC will bill the District in increments of 15 minutes, and invoice on a monthly basis. If it becomes necessary for a Consultant from SFC to visit the District, the District 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 3, 2025**

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. has provided consultant services from inception and funding through completion of construction, occupancy, and closeout of various projects for the past year.

Renewal of the consultant services agreement is required to continue to engage the support and services of Schoolhaus Advisors, Inc through June 30, 2026.

Financial Impact

General Fund (0101) – Routine Restricted Maintenance	\$40,000
General Fund (0101) – ELOP	
General Fund (0101)– AMIMBG	
Child Development Fund (1212)	
Capital Facilities Fund (2525)	
Capital Facilities Agency Fund (2545)	

Administrator

Joan Velasco, Interim Assistant Superintendent, Business Services

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 3, 2025**

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

Background

On May 11, 2021, the Board of Education awarded Unit Bid No. 221-06 for landscaping and irrigation services on a unit cost basis, and an hourly rate cost for equipment rental, labor and materials to Johnson Landscapes. The initial contract term was for one year after award of bid and could be extended for four additional one-year periods in accordance with provisions contained in Education Code Section 17596, not to exceed a total of five years. This renewal will exercise the fourth and final one-year period allowed for extension from July 1, 2025 to June 30, 2026. All other terms and conditions remain the same.

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

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

Financial Impact

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

Administrator

Joan Velasco, Interim Assistant Superintendent, Business Services

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 3, 2025**

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 third one-year period allowed for extension from July 1, 2025 to June 30, 2026. 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 \$550,000
General Fund (0101)– ELOP
Deferred Maintenance Fund (1414)
Capital Facilities Fund (2525)
Capital Facilities Agency Fund (2545)

Administrator

Joan Velasco, Interim Assistant Superintendent, Business Services

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 3, 2025**

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 third one-year period allowed for extension from July 1, 2025 to June 30, 2026. 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 \$275,000
Deferred Maintenance Fund (1414)
Capital Facilities Fund (2525)
Capital Facilities Agency Fund (2545)

Administrator

Joan Velasco, Interim Assistant Superintendent, Business Services

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 3, 2025**

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 second one-year period allowed for extension from July 1, 2025 to June 30, 2026. 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 \$925,000
General Fund (0101) - ELOP
Deferred Maintenance Fund (1414)
Capital Facilities Fund (2525)
Capital Facilities Agency Fund (2545)

Administrator

Joan Velasco, Interim Assistant Superintendent, Business Services

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 3, 2025**

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 second one-year period allowed for extension from July 1, 2025 to June 30, 2026. 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 \$750,000

General Fund (0101) – ELOP

Deferred Maintenance Fund (1414)

Capital Facilities Fund (2525)

Capital Facilities Agency Fund (2545)

Administrator

Joan Velasco, Interim Assistant Superintendent, Business Services

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 3, 2025**

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 second one-year period allowed for extension from July 1, 2025 to June 30, 2026. 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 \$650,000
General Fund (0101)– ELOP
Deferred Maintenance Fund (1414)
Capital Facilities Fund (2525)
Capital Facilities Agency Fund (2545)

Administrator

Joan Velasco, Assistant Superintendent, Business Services

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 3, 2025**

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 second one-year period allowed for extension from July 1, 2025 to June 30, 2026. 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 \$350,000

Administrator

Joan Velasco, Interim Assistant Superintendent, Business Services

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 3, 2025**

ARCHITECTURAL SERVICES, ESPERANZA HIGH SCHOOL WEST CAMPUS CHARTER SCHOOL

Background

Studio Plus Architecture Corp. will provide architectural design services for the west campus charter school project located at Esperanza High School. The scope of work includes architectural services to install new fencing and gates required to separate a portion of the Esperanza West campus from the other side of campus for the Magnolia Charter School, schematic design, design development, construction documentation, agency compliance, construction administration, and DSA close-out.

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

Financial Impact

Capital Facilities Agency Fund (2545)	\$18,000
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Administrator`

Joan Velasco, Interim Assistant Superintendent, Business Services

May 9, 2025

Mr. Ralph Figueroa
Placentia-Yorba Linda Unified School District
Facilities, Maintenance, Construction Department
1301 E Orangethorpe Ave
Placentia, CA 92870

RE: Proposal for Fencing & Gates at Esperanza West

Dear Ralph,

Thank you for the opportunity to provide this proposal for Architectural services related to new fencing and gates at the Esperanza West campus at 1830 North. Kellogg Drive in Anaheim. Listed below are the Scope of Work, Professional Services Fee, Reimbursable Budget, and Assumptions, and Exclusions for services on this project.

Scope of Work

This Proposal includes Architectural services to install new fencing and gates as required to physically separate a portion of the Esperanza West campus from the other side of campus as reflected in Exhibit 'A' | Conceptual Fencing Diagram. Per DSA IR A-22, item A9., this scope of work requires DSA review and approval for Access (ACS) and Fire Life-Safety (FLS) while Structural Safety (SS) is exempt from plan check. Architectural services shall be provided for the following phases: Design Development (DD), Construction Documentation (CD), DSA Review (AG), Construction Administration (CA), and DSA Close-out (CO).

Architectural Services

1. Perform one (1) initial site visit to verify measurements and existing field conditions.
2. Coordinate overall requirements between the District, School Administrators, and Authorities Having Jurisdiction (Division of the State Architect, Local Fire Authority)
3. Review previous DSA approved drawings to understand the following:
 - Previous DSA approved fire access lanes.
 - Previous DSA Approved paths of travel including accessible parking.
 - Previous DSA approved safe dispersal areas.
4. Produce Construction Documents (Drawings) appropriate for compliance with current Federal, State, and Local requirements inclusive of the following:
 - Cover Sheet
 - Accessibility Site Plan that reflects existing accessible parking, accessible entrance to the site, and an accessible path of travel to the area of work.
 - Remodel Site Plan
 - Fencing & Gate Details
5. Submit to the Authority Having Jurisdiction for plan check (Division of the State Architect) and administer the plan check process to obtain required permits for construction. Facilitate all DSA required paperwork required for plan check and project close-out.
6. Assist the District during Construction Administration by responding to RFI's, review contractor submittals and shop drawings, and review contractor pay requisitions.

Professional Services Fee

A fixed fee of ***Eighteen Thousand Dollars (\$18,000)*** is proposed for services noted in the Scope of Work herein. Progress billings shall occur monthly commensurate with progress as follows; DD = 25%, CD = 45%, AG = 10%, CA = 15%, CO = 5%.



Reimbursable Budget

No Reimbursable Budget is requested for this project. It is assumed that no reimbursable costs will need to be incurred by the design team for this project.

Assumptions & Exclusions

The following assumptions are made in this Proposal:

- We assume that existing accessible parking, accessible site entrance, and accessible path of travel to the area of work is generally compliant and any required upgrades are minor in cost, scope, and/or complexity. We assume that no site work will be required beyond minor signage and striping at accessible parking and path of travel areas. We assume that some existing gates may need to be replaced with new or upgraded to meet current accessibility requirements.
- We assume no existing building alterations are required.
- Closeout of any existing uncertified A#’s is excluded.
- Surveys of any kind are excluded.
- Geotechnical Engineering and/or reports are excluded.
- Construction Cost Estimating and/or effort involved with generating a hardship application are excluded.
- Any service not specifically indicated herein is excluded.

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

Sincerely,
studio+ ARCHITECTS, INC.



Jason Dontje, AIA, NCARB
Managing Principal
C | 949-228-7528
E | jasond@wearestudioplus.com

Exhibit ‘A’ | Conceptual Fencing Diagram



-- : Existing
..... : New
II : Walk-through



Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 3, 2025

UNIT BID 223-06, GENERAL CONSTRUCTION SERVICES

Background

On April 11, 2023, the Board awarded Unit Bid No. 223-06 to New Dimensions and Easterday Construction Services for general construction services for various sites throughout the district. The original authorized amount for 2023-24 was an estimated cost. There were two requested increases to the authorized amount to be used for the new preschool projects, the expanded learning projects, and various unforeseen projects not included in the original authorized amount. These increases allowed continued use of Unit Bid No. 223-06 through June 30, 2024.

Original Authorized Amount 2023-24	\$925,000
First Requested Increase - August 2023	<u>925,000</u>
Total	1,850,000
Second Requested Increase - April 2024	<u>3,682,923</u>
Total New Authorized Amount	\$5,532,923

The total amount of work completed and invoiced for Bid 223-06 in 2023-24 was \$2,610,753.34, generating a balance of \$2,922,169.66 that was never paid against the bid and remained as a rollover for 2024-25. In the past, funds were approved at the beginning of a project, but were not paid until completion of the project, which is often in another fiscal year. The rollover funds were applied to the new fiscal year's purchase order for payment at completion. Orange County Department of Education has stated that rollovers may no longer be added to the purchase order of a different fiscal year, so an increase in the authorized amount is required for the work completed in 2024-25. The rollover funds from 2023-24 are still available, so no new money will be used.

Original Authorized Amount 2024-25	\$925,000.00
Requested Increase to Authorized Amount (rollover funds)	<u>2,922,169.66</u>
Total New Authorized Amount	\$3,847,169.66

Financial Impact

General Fund (0101) – Routine Restricted Maintenance \$2,922,169.66
Capital Facilities Fund (2525)
Capital Facilities Agency Fund (2545)
Child Development Fund (1212)

Administrator

Joan Velasco, Interim Assistant Superintendent, Business Services

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 3, 2025**

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. CASBO also provides access to other valuable information.

Financial Impact

General Fund (0101)	\$5,250
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Administrator

Joan Velasco, Assistant Superintendent, Business Services



Renewals

Invoice #: 000248144

Invoice Due Date: 7/1/2025

Total Amount Due: \$5,250.00

Placentia-Yorba Linda USD

Attn: Accounts Payable

1301 E Orangethorpe Ave

Placentia, CA 92870-5302

Line Description	Amount
Organizational Subscription FY 2025 -26	\$5,250.00

Balance Due: \$5,250.00

California Association of School Business Officials
1001 K Street, 5th Floor • Sacramento, CA 95814
(916) 447-3783
membership@casbo.org
<https://www.casbo.org>

**Placentia-Yorba Linda Unified School District
Board of Education Special Meeting
June 3, 2025**

LEGAL SERVICES, ATKINSON, ANDELSON, LOYA, RUUD AND ROMO

Atkinson, Andelson, Loya, Ruud and Romo (AALRR), Attorneys at Law, has provided legal services to the district intermittently since February of 2004. Since that time, the district has regularly relied on attorneys from AALRR for legal services. The firm has provided excellent legal services 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.

The district is recommending approval of the contract with AALRR to provide legal services through June 30, 2026.

The legal fees for AALRR will be as follows:

	7-1-25 – 12/31/25	1/1/26 – 6/30/26
Senior Partners	\$380	\$395
Partners/ Sr. Counsel	\$345	\$360
Sr. Associates	\$330	\$345
Associates	\$315	\$315
Paralegals/ Legal Assistants	\$180	\$195

Financial Impact

General Fund (0101) \$350,000

Administrator

Joan Velasco, Interim Assistant Superintendent, Business Services

AGREEMENT FOR SPECIAL SERVICES

I. PARTIES

This Agreement for Special Services (the "Agreement") is made this 1st day of July 2025, between the law firm of ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a Professional Law Corporation, hereinafter referred to as the "Law Firm," and PLACENTIA-YORBA LINDA SCHOOL DISTRICT, hereinafter referred to as "District."

II. RECITALS; PURPOSE; MATTERS

The District desires to retain and engage the Law Firm to perform legal and, upon request, non-legal consultant services on the District's behalf, and the Law Firm is willing to accept said engagement on the terms and conditions contained in this Agreement. The Law Firm agrees to provide such services to the District, including representation in administrative and court proceedings, as requested by the District. The place and time for such services are to be designated by the Superintendent of the District or designee.

III. TERMS AND CONDITIONS

A. The term of this Agreement shall be July 1, 2025, through June 30, 2026. For the period July 1, 2025, through June 30, 2026, the District hereby agrees to pay the Law Firm in connection with the above-referenced services as authorized at the following hourly rates:

	<u>July 1, 2025- Dec. 31, 2025</u>	<u>Jan. 1, 2026- June 30, 2026</u>
Senior Partners	\$380.00	\$395.00
Partners/Of Counsel/Senior Counsel	\$345.00	\$360.00
Senior Associates	\$330.00	\$345.00
Associates	\$315.00	\$315.00
Electronic Technology Litigation Specialist	\$270.00	\$285.00
Non-Legal Consultants	\$240.00	\$210.00-\$265.00 *
Senior Paralegals/Law Clerks	\$190.00	\$205.00
Paralegals/Legal Assistants	\$180.00	\$195.00

* Direct costs for travel and lodging may be billed to the client with prior approval.

The Law Firm shall bill in quarter-hour increments. A fixed rate may be established for specially identified projects, subject to prior approval by the District.

B. In addition, the District hereby agrees to pay a 5% per month administrative charge calculated and based on monthly fees billed to cover related operational expenses incurred by the Law Firm. This administrative fee is in lieu of charging the District for Westlaw, photocopies, automobile mileage, parking, facsimiles, telephone, document preparation, and postage. This does not include items listed in paragraph D below.

C. The Law Firm may charge the full hourly rate to more than one client for services provided concurrently during the same time period. For example, in the course of traveling to the District or while providing legal services at the District, it may be necessary for the Law Firm to provide billable services to other clients.

D. The Law Firm shall not be obligated to advance costs on behalf of the District; however, for purposes of convenience and in order to expedite matters, the Law Firm reserves the right to advance costs on behalf of the District with the Superintendent's or designee's prior approval in the event a particular cost item exceeds \$2,000.00 in amount, and without the prior approval of the District in the event a particular cost item totals \$2,000.00 or less. Typical cost advances include, but are not limited to, messenger fees, travel costs, bonds, witness fees, overnight delivery, deposition and court reporter fees, transcript costs, expert witness fees, investigative fees, etc. If the Law Firm retains, with authorization from the District, experts or consultants for the benefit of the District, rather than the District contracting directly with any expert or consultant, it is agreed that the District shall pay a five percent (5%) fee ("consultant processing fee") on such expert and consultant costs paid by the Law Firm in order to offset certain costs to the Law Firm resulting from administering and initially paying such expert and consultant fees on behalf of the District.

E. A detailed description of the attorney work performed and the costs advanced by the Law Firm will be prepared on a monthly basis as of the last day of the month and will be mailed to the District on or about the 15th of the following month. Payment of the full amount due, as reflected on the monthly statements, will be due to the Law Firm from the District by the 10th of each month, unless other arrangements are made. In the event there are retainer funds of the District in the Law Firm's Trust account at the time a monthly billing statement is prepared, funds will be transferred from the Law Firm's Trust Account to the Law Firm's General Account to the extent of the balance due on the monthly statement and a credit therefor will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid for a period of 30 days will be subject to a 1% per month service charge.

F. The District agrees to review the Law Firm's monthly statements promptly upon receipt and to notify the Law Firm, in writing, with respect to any disagreement with the monthly statement. Failure to communicate written disagreement with the Law Firm's monthly statement within thirty (30) days of the District's receipt thereof shall be deemed to signify the District's agreement that the monthly billing statement accurately reflects: (a) the legal services performed; and (b) the proper charge for those legal services.

G. The District agrees to fully cooperate with the Law Firm in connection with the Law Firm's representation of the District including, but not limited to, attending

mandatory court hearings and other appearances and providing necessary information and documentation to enable the Law Firm to adequately represent the District.

H. The District has the right, at any time, and either with or without good cause, to discharge the Law Firm as the District's attorneys. In the event of such a discharge of the Law Firm by the District, however, any and all unpaid attorneys' fees and costs owing to the Law Firm from the District shall be immediately due and payable.

I. The Law Firm reserves the right to discontinue the performance of legal services on behalf of the District upon the occurrence of any one or more of the following events:

1. Upon order of Court requiring the Law Firm to discontinue the performance of said legal services;

2. Upon a determination by the Law Firm in the exercise of its reasonable and sole discretion, that state or federal legal ethical principles require it to discontinue legal services for the District;

3. Upon the failure of the District to perform any of the District's obligations hereunder with respect to the payment of the Law Firm's fees and costs advanced; or

4. Upon the failure of the District to perform any of the District's obligations hereunder with respect to cooperation with the Law Firm in connection with the Law Firm's representation of the District.

J. In the event that the Law Firm ceases to perform legal services for the District as hereinabove provided, the District agrees that it will promptly pay to the Law Firm any and all unpaid fees or costs advanced, and retrieve all of its files, signing a receipt therefor. Further, the District agrees that, with respect to any litigation where the Law Firm has made an appearance in Court on its behalf, the District will promptly execute an appropriate Substitution of Attorney form.

K. The Law Firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

L. It is understood and agreed that the Law Firm, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

IV. SPECIALIZED LEGAL SERVICES

For specialized litigation and transactional services in the areas of construction, procurement, technology, prevailing wage, real property, intellectual property, CEQA, mitigation negotiations, school and college finance, tax, bankruptcy, copyright, trademark, non-profit organizations, immigration, law enforcement/use of force, criminal/white collar,

Title IX, and appellate law, the District agrees to pay the Law Firm at rates higher than the standard hourly rates for special projects or particular scopes of work. The Law Firm shall inform the District of the rates for specialized services and the Superintendent or designee shall agree to such rates in writing prior to any billings for specialized legal services by the Law Firm.

V. RELATED POST-INVESTIGATION SERVICES

If an attorney who conducted an investigation for the District is subsequently asked or required to prepare for and/or testify, including, without limitation, at deposition, trial, arbitration or any other proceeding, because of services rendered under this Agreement, and/or if the investigating attorney must respond to subpoenas or discovery or otherwise respond or perform services with respect to any matter relating to or arising out of services performed for the District, the District agrees to pay the Law Firm for all time expended (including preparation time) at the investigating attorney's then current regular hourly rate and to reimburse the Law Firm for reasonable costs and expenses incurred.

VI. CONSENT TO JOINT REPRESENTATION

The District acknowledges that from time to time Law Firm may be asked to perform legal services on a matter affecting two or more public education local agencies. In such situations before proceeding with representation, Law Firm shall provide the District with a written disclosure of the relevant circumstances and of the actual and reasonably foreseeable adverse consequences to the District, and shall seek separate written consent to joint representation from all involved parties if permissible according to ethical principles applicable to attorneys. The District acknowledges that it is often in the best interest of the District for such representation to commence without undue delay which may result from waiting until a regularly-scheduled Board meeting. Therefore, the Governing Board of the District hereby delegates to the Superintendent or designee authority to consent to joint representation in the circumstances described in this paragraph, and to execute such written consent on behalf of the Board and District.

VII. SERVICES PERFORMED BY LAW FIRM-PROVIDED NON-LEGAL CONSULTANTS

The Law Firm has an affiliation with non-legal education consultants who are available to assist the District in areas including, but not limited to, personnel/business office audits, human resources/collective bargaining consultation, public/employee relations surveys and communications, media and public relations, budget analysis/support services, instructional coaching/counseling at school improvement sites, special education, student discipline, leadership coaching, board/superintendent relations and best practices, and interim management placement.

Because the Law Firm has a financial interest in the District's use of these affiliated non-legal consultants, the rules of the State Bar of California require that the District provide its informed written consent to this arrangement prior to utilizing these services. Execution of this Agreement shall be deemed "informed consent" for the purposes of this paragraph. The District is hereby advised that it may seek the advice of an independent attorney of its choice prior to providing such written consent.

Please also be advised that because the services of these non-legal consultants are provided to the District outside of the attorney-client relationship, communications with these non-legal consultants will not be protected from disclosure by the attorney-client privilege.

VIII. CONSENT TO LAW FIRM COMMUNICATION

As part of our commitment to client service, the Law Firm will send the District periodic alerts on case developments and legislative changes, and notices of Breakfast Briefings, conferences, and other training opportunities designed to help the District with daily legal concerns. The Law Firm will send those and other additional service notices to the District via regular mail and/or electronic mail at the email address which you designate or the email used in your daily communications with us. These email notices are a convenient way to keep the District administrators apprised of important legal changes. By execution of this Agreement, the District and designated contact(s) consent to receive such communications by electronic mail subject to the right to unsubscribe at any time.

IX. IDENTIFICATION OF INSURANCE COVERAGE

With respect to insurance coverage for any matters covered by the scope of services under this Agreement, the District agrees that it is its own responsibility, rather than the Law Firm's responsibility, to identify potential insurance coverage for the District and to tender legal matters to any appropriate insurance companies that may insure it. If the District desires that the Law Firm become involved in identifying potential insurers and/or the tender of legal disputes, then a separate written agreement between the District and the Law Firm to that effect will be required.

X. BINDING ARBITRATION

If any dispute arises out of, or related to, a claimed breach of this Agreement, the professional services rendered by attorneys, or any other disagreement of any nature, type, or description, regardless of the facts or the legal theories which may be involved, including attorney malpractice, such dispute shall be resolved by binding arbitration by a single arbitrator. Each side will bear its own costs and attorney fees. The parties agree to waive their right to a jury and to an appeal.

XI. DURATION

This Agreement shall be effective July 1, 2025, through June 30, 2026, and thereafter shall continue from month-to-month at the then current hourly rate set forth herein until modified in writing by mutual agreement or terminated by either party upon thirty (30) days' written notice.

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XII. EXECUTION

The District and the Law Firm have executed this Agreement as evidenced by the signatures of their duly authorized representatives, below.

“Law Firm”

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Dated: _____

By: _____
TODD M. ROBBINS, Partner

“District”

PLACENTIA-YORBA LINDA UNIFIED SCHOOL
DISTRICT

Dated: _____

By: _____
Name: Donald Rosales
Title: Director of Purchasing

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 3, 2025**

LEGAL SERVICES, TAO/ROSSINI APC

Background

On November 14, 2023, the Board of Education approved a three-year agreement with Tao/Rossini APC from November 15, 2023 through November 30, 2026. Tao/Rossini provides legal services to the district specializing in public works construction law. Staff is recommending approval of funding for year three of the agreement through November 30, 2026.

Tao/Rossini APC has provided the district with excellent legal services and competitive fees for the last two years. Terry Tao, AIA, Esq. is also a licensed California architect and brings an additional unique and useful skill set to the legal practice.

Financial Impact

General Fund (0101)	\$150,000
Capital Facilities Fund (2525)	
Redevelopment Agency Fund (2545)	
Special Reserve Fund (4040)	

Administrator

Joan Velasco, Interim Assistant Superintendent, Business Services

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 3, 2025**

CONSULTANT SERVICES AGREEMENT, FISCAL SERVICES DEPARTMENT

Background

Approve the consultant services agreement with MGT Impact Solutions, LLC for demographic analysis; Student Forecasts – two-year enrollment forecast by school, seven-year resident student population forecast by grade level, Geographic Information System (GIS) data, two on-site visits for research, up to five virtual meetings for Board, staff, or community presentation; Student Yield Factor Analysis – latest parcel information, determine new homes built in the previous five years, compare number of district students residing in new housing by grade range, and calculate student yield factor for each high school attendance area by grade range. The agreement is effective June 4, 2025 through June 3, 2026.

Student Forecasts (annual cost)	\$24,000
Student Yield Factor Analysis (one-time cost)	<u>5,000</u>
Total	\$29,000

Financial Impact

General Fund (0101)	\$29,000
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Administrator

Joan Velasco, Interim Assistant Superintendent, Business Services



Student Forecast

**Placentia-Yorba Linda Unified School District
Placentia, California**

Submitted by:

MGT IMPACT SOLUTIONS, LLC
4320 WEST KENNEDY BLVD
SUITE 200
TAMPA, FLORIDA 33609
888.302.0899
PROPOSALS@MGT.US



Your Investment

STUDENT FORECASTS

Key Activities:

- GIS Basemap Data
 - Create/Update GIS layers for existing attendance boundaries, small planning areas, school locations, and other relevant data, using local sources if available.
- Geocode current and historic student data (district-supplied).
- Collect, research, and analyze relevant demographic statistics for use in preparing student forecast variables, such as:
 - Historical birth data
 - Migration trends
- Extensive research into new residential housing.
 - Track housing, numbers, type, and phasing schedule.
- Preparation of 7-year resident student population forecasts by grade level for each, attendance boundary and district-wide.
- Preparation of 2-year enrollment forecast by school.
- Comprehensive Student Forecast Overview and Analysis report provided in PDF.
- 2 on-site visits for Research, Board, Staff, Community, or Stakeholder Presentation, for each year of the contract, if needed.
- Up to 5 virtual meetings for Board, Staff, Community, or Stakeholder Presentation, for each year of the contract, if needed.

Student Forecasts Pricing

Annual Fee: \$24,000

Proposal valid for 90 days after receipt



Recommended Service

STUDENT YIELD FACTOR ANALYSIS

Key Activities:

- Geocode PYLUSD student population (if not already completed).
- Attain the latest parcel information from the county (may require an additional charge).
- Determine the number of new homes built within the previous 5 years for each housing type:
 - Single family detached
 - Single family attached
 - Multi-family attached
 - Apartments
 - Affordable housing
- Compare the number of PYLUSD students who are residing in the new housing.
- Calculate a Student Yield Factor for each high school attendance area for the District's grade range
- Provide a brief report detailing data and findings.

Student Yield Factor Analysis

One-time fee:

\$5,000



Service Options

CHOOSE DESIRED OPTIONS

Please select your desired service option(s) from the tables below:

Multi-Year Requested Service		Service Pricing
<input type="checkbox"/>	Student Forecast and Report- One year	\$24,000
<input type="checkbox"/>	Student Forecast and Report- Year One & Year Two	\$24,000 Annually (Total Contract Price: \$48,000)
TOTAL CONTRACT*		

*Total Fee includes:

- Up to 2 on-site visits for Research, Board, Staff, Community, or Stakeholder Presentation, for each year of the contract, if needed.

Recommended Services (Optional)		Service Pricing
<input type="checkbox"/>	Student Yield Factor Analysis- Applies to Year One	\$5,000 One time

Service pricing includes a specified number of meetings per service.

Pricing for recommended services is valid for the length of the signed contract.

Meetings Beyond Outlined Scope of Work	Rate
Additional Meetings for Research, Board, Staff, Community, or Stakeholder Presentation	
<ul style="list-style-type: none">On-site meeting (includes preparation, travel, and meeting)	\$1,500 each



Billing Structure:

Flat Fee:

This proposal follows a flat-fee structure, with billing aligned to project milestones specified in the scope of work and the terms of the agreed-upon contract.

Please sign and date:

Signature

Date



Project Assumptions

Data

The district staff is responsible for furnishing the data necessary to fulfill the contracted scope of work, with the understanding that the information provided is accurate. MGT will offer guidance on the required data attributes and configuration.

Additional data may be supplied by state and local agencies, and noteworthy delays in obtaining the requested information from these entities that could impact on the project timeline.

If the data received is inaccurate or incomplete, or if there are delays in its receipt, MGT will consult with the district to determine whether a revision to the project schedule is necessary.

If MGT is required to update, correct, or create district-supplied data, an additional fee will be proposed and agreed upon before the work begins and may cause delays in the deliverables.

Scope of Work/Deliverable

MGT will provide the deliverables outlined in this proposal. Any additional deliverables, such as analyses, maps, and reports, may incur an additional fee.

Meetings (Staff/Board)

MGT will provide up to the number of meetings specified in this proposal. Any additional meetings may incur an additional fee and could potentially cause delays in the delivery of final deliverables.

Additional Fees

The fee in this proposal includes only the services, deliverables, and quantities specifically described. Any additional deliverables, such as analyses, maps, and reports, may incur an additional fee. Any additional meetings may incur an additional fee and could potentially cause delays in the delivery of final deliverables. Updating, correcting, or creating district-supplied data may incur additional fees.

Project Timelines

A project timeline will be collaboratively established and approved by both district staff and MGT. All timelines presuppose the timely delivery of data without defects or errors, as well as prompt feedback and input from district staff concerning draft deliverables. Inaccurate data or delays in feedback may require a reevaluation of the agreed timeline.

Community Engagement

District staff will be responsible for facilitating any community engagement, including committees, presentations, and Board meetings unless it is specifically part of the agreed upon scope of work. District staff will also be responsible for creating any required press releases and collateral materials, as well as managing updates to the website and social media.



About Us

Impacting communities for good.

MGT brings **50 years** of experience driving positive social change and performance in education, government, nonprofits, and critical infrastructure/private industries through **assisting clients to strengthen their foundation, change systematically, and enable resiliencies for long-lasting change**. Since inception, MGT has significantly grown and capacity – working with state and local governments and education partners. Today, we bring a team of over **1,200 professionals** who offer in-depth market knowledge and understanding so we can hit the ground running.

MGT is a privately held, employee-owned and financially stable limited liability company with a deep roster of staff and a commitment to serving the public. Our clients care about addressing the world's most-pressing problems, and so do we. Their "why" is our why.

What sets us apart is our ability to customize and offer individualized support but also the resources of a larger infrastructure to enable flexibility in impacting to-scale. Throughout our history, MGT has successfully delivered more than **30,000 projects** through a thoughtful balance of balancing the "immediate" needs while changing systems to plan for future resilience and success.

Our Commitment

MGT embraces the most complex challenges on the leadership agenda, with deep commitment, agility, and local expertise to make a measurable and profound impact. Simply stated, **We are impacting communities for good.**

MGT | FIRST LOOK

Name: MGT Impact Solutions, LLC (MGT)

Locations: Headquarters in Tampa, FL; branch offices nationwide

Cooperative Contracts:

Allied States Cooperative (ASC) #23-7449, #24-7484

The Interlocal Purchasing System (TIPS) #220601, #220802, #230105

Structure: Privately held, employee-owned, client-driven Limited Liability Company

Lines of Business: Strategy and Implementation, Performance and Operations, IT Infrastructure, and Cyber Security and Resilience for public sector and commercial companies.



50
years

900
consultants

30,000
projects



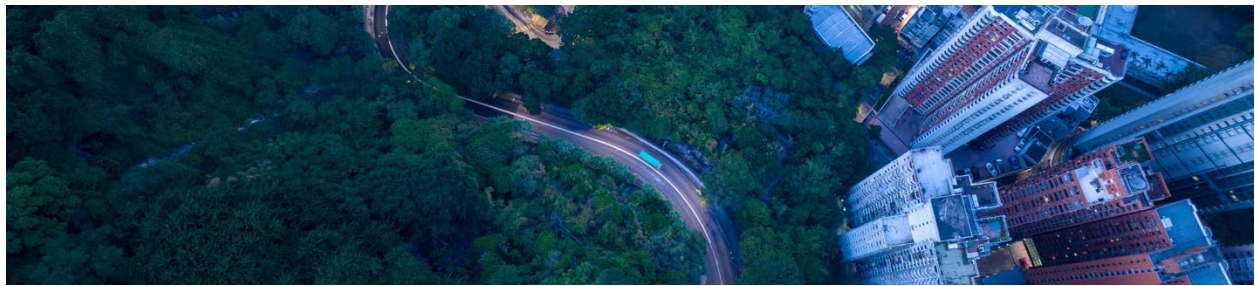
A Social Impact Commitment

DEFINED BY **IMPACT**

Our team brings experienced, data-focused, software-driven solutions that can help guide **Placentia-Yorba Linda USD** through accurate forecasting, visual storytelling, and professionals who are school district experts. Our combination of experience and expertise can shape long-range planning and growth realignment planning that is dependable, actionable, and tailored to the District's needs.

MGT's Expertise

Our firm includes more than **1,200 professionals**, structured into the following primary groups, along with various internal infrastructure groups to support our operations and growth.



Strategy & Implementation

Working alongside an organization's C-suite, we help leaders co-create strategy through organizational reviews and data analytics to create actionable roadmaps for success.



IT Infrastructure & Digital

We provide engineering expertise to modernize IT infrastructure and ensure your technology implementation is intelligently designed, integrated, modernized, and maintained.



Cyber Security & Resilience

From real-time, 24/7 monitoring to proactive threat detection and rapid incident response, we can give you the tools to heighten your network's security posture and keep it there.



Performance & Operations

Bridging the gap between strategy and enduring change, we support efficient revenue allocation, promote economic development, and create fairness in hiring and contracting systems.



Our MGT Vision

To achieve our mission of being the social impact and performance leader in our industry, we are continuously improving to earn the privilege of being selected as our clients' partner of choice in the mission-critical domains we impact. By elevating education systems, managing and securing critical networks, solving complex human capital and fiscal problems, and advancing equity as a performance imperative, we can impact communities, for good through client partnership.

We deliver these solutions through our "three-point stance" of technology, education, and performance offerings. With our long-term vision of creating profound social impact through client performance, we seek out the "best of the best" to join us in our work supporting clients' top priorities.

Markets we serve:

- Higher Education
- Prek-12
- Government
- Nonprofits
- Commercial Industries

PEOPLE



We believe in the power of connecting people and ideas which solve mission-critical, complex challenges to foster a trusted connection with our clients...for life.

PURPOSE



We are led by a transformative movement, fueled by people, innovation, and solutions designed to provide enduring opportunities for prosperity and well-being.

PERFORMANCE



We partner with clients to advance learning outcomes, reduce operational costs, recover revenue, improve workflows, and provide resilient and hardened technology networks and infrastructure.

A photograph of three students in a classroom setting. A woman with dark, curly hair, wearing a blue sleeveless top, is leaning over a desk, pointing at a book. Two young women are seated at the desk, looking at the book. One young woman has long dark hair and wears glasses and a blue denim shirt. The other young woman has curly hair and is smiling. In the background, another student is visible, and the classroom has large windows.

Let us know how we
can assist you.

Reach out to us today by contacting David Kaitz at
951-582-2105 or DKaitz@mgt.us

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 3, 2025**

AUDIT SERVICES

Background

The district must have an annual financial audit performed by an independent certified public accountant (CPA), as defined in Education Code Sections 41020 and 84040. The district currently has a three-year agreement for audit services with Nigro & Nigro, PC that expires on June 30, 2025. The auditing service provides assurance to the community and the board that adequate controls are in place to protect the assets of the district.

Jeff Nigro will continue as the partner in charge of the district's audit through fiscal year 2027-28. District staff is pleased with the overall performance of Nigro & Nigro, PC, and is recommending retention of the firm to prepare the financial audits for the next three fiscal years. The fees for the financial audits will be as follows:

2025-26	\$63,500
2026-27	\$65,000
2027-28	\$66,500

Education Code Sections 41020 and 84040 require an annual independent financial audit of the district.

Financial Impact

General Fund (0101)	\$63,500
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Administrator

Joan Velasco, Interim Assistant Superintendent, Business Services



May 12, 2025

Placentia-Yorba Linda Unified School District
Placentia, CA 92870

We are pleased to confirm our understanding of the services we are providing for Placentia-Yorba Linda Unified School District ("the District") for the fiscal years ending June 30, 2026 through 2028.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of Placentia-Yorba Linda Unified School District as of and for the fiscal years ending June 30, 2026 through 2028. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis
- Schedules of Budgetary Comparison
- Schedule of Proportionate Share of the Net Pension Liability
- Schedule of Pension Contributions
- Schedule of Changes in the Net OPEB Liability and Related Ratios

We have also been engaged to report on supplementary information other than RSI that accompanies the District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial

statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

- Schedule of Average Daily Attendance
- Schedule of Instructional Time
- Schedule of Financial Trends and Analysis
- Schedule of Charter Schools
- Schedule of Expenditures of Federal Awards
- Reconciliation of the Annual Financial and Budget Report with the Audited Financial Statements

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

- LEA Organization Structure

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and *Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*. The reports on internal control and compliance are solely for information and use of management and will each include a paragraph that the purpose of the report is solely to describe the following: (1) the scope of testing of the system of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of the system of

internal control over financial reporting or on compliance; (2) the scope of testing the system of internal control over compliance for major programs and major program compliance and the result of that testing and to provide an opinion on compliance but not to provide an opinion on the effectiveness of the system of internal control over compliance; and (3) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the system of internal control over financial reporting and compliance. The *Uniform Guidance* report on internal control over compliance is solely to describe the scope of testing of the system of internal control over compliance and the results of that testing based on the *Uniform Guidance* requirements.

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the *Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, issued by the Education Audit Appeals Panel; the Single Audit Act Amendments of 1996; and the provisions of the *Uniform Guidance*, and will include tests of accounting records, a determination of major program(s) in accordance with *Uniform Guidance*, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the school district or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the District and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However,

during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the District's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the *Uniform Guidance*.

The *Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* ("Audit Guide") requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the state programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *Audit Guide* for the types of compliance requirements that could have a direct and material effect on each of the District's state programs. For state programs that are included in the *Audit Guide*, our compliance and internal control procedures will relate to the compliance requirements that the *Audit Guide* identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the District's compliance with requirements applicable to each of its state programs in our report on compliance issued pursuant to the *Audit Guide*.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of Placentia-Yorba Linda Unified School District in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the school district involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the school district received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the school district complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2)

you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarize our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the District; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Nigro & Nigro and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the State Controller's Office or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Nigro & Nigro personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the State Controller's Office. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

The maximum annual fee for auditing services under the terms of this agreement shall be as follows:

Fiscal Year Ended June 30, 2026: \$ 63,500
Fiscal Year Ended June 30, 2027: \$ 65,000
Fiscal Year Ended June 30, 2028: \$ 66,500

with the exception that any auditing services provided for (1) significant changes in audit requirements as stated in *Government Auditing Standards* or (2) the Audit Guide issued by the Education Audit Appeals Panel may be in addition to the above maximum fee. Our invoices for these fees will be rendered as work progresses and are payable within 30 days. In accordance with our firm policies, your account becomes delinquent when it is 90 days or more overdue. In accordance with Education Code Section 14505 as amended, ten percent (10%) of the audit fee shall be withheld pending certification of the audit report by the Office of the State Controller and fifty percent (50%) of the audit fee shall be withheld for any subsequent year of a multi-year contract if the prior year's audit report was not certified as conforming to the reporting provisions of the Audit Guide. This audit contract is null and void if the firm is declared ineligible to audit K-12 school districts pursuant to subdivision (c) of Education Code Section 41020.5. The amount withheld is not payable unless payment is ordered by the California Board of Accountancy or the audit report for that subsequent year is certified by the Controller as conforming to reporting provisions of subdivision (a) of Section 14503.

In the event that circumstances make it necessary to perform additional work or to expend inordinate amounts of time because of (1) incompleteness of records, (2) poor working conditions, (3) abnormal errors, (4) misappropriation of funds, (5) lack of cooperation on part of the District personnel, or (6) other circumstances disclosed by our audit, it is agreed that such additional work may be subject to either special Agreement or Agreements upon a fee basis to be mutually agreed upon by all parties or may be based on our hourly rates. Before additional fees or Agreements may be instituted, the appropriate District personnel shall be informed in writing of any deficiency or difficulties as listed above. The District will have ten (10) working days to correct or implement plans to correct said deficiency, where possible. For those deficiencies that cannot be easily corrected, the District and Nigro & Nigro agree to make amendments to the Agreement to correct the deficiency and appropriately compensate us.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Governing Board of Placentia-Yorba Linda Unified School District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than

unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Other Matters

In accordance with the terms and conditions of this agreement, the District shall be responsible for the accuracy and completeness of all data, information and representations provided to us for purposes of this engagement. Because of the importance of oral and written management representations to the effective performance of our services, the District releases and indemnifies our firm and its personnel from any and all claims, liabilities, costs and expenses attributable to any misrepresentation by management and its representatives.

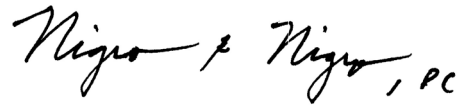
Professional standards require us to be independent with respect to the District. Any discussions with our personnel regarding employment could pose a threat to our independence. Therefore, you agree to inform the engagement partner before having any such discussions so that we can implement appropriate safeguards to maintain our independence.

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its applicable rules for resolving professional accounting and related services disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

The District and Nigro & Nigro both agree that any dispute over fees charged by the firm to the District will be submitted for resolution by arbitration in accordance with the applicable rules for resolving professional accounting and related services disputes of the American Arbitration Association, except that under all circumstances the arbitrator must follow the laws of California. Such arbitration shall be binding and final. IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT IN THE EVENT OF A DISPUTE OVER FEES CHARGED BY THE ACCOUNTANT, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION. The prevailing party shall be entitled to an award of reasonable attorneys' fees and costs incurred in connection with the arbitration of the dispute in an amount to be determined by the arbitrator.

We appreciate the opportunity to be of service to Placentia-Yorba Linda Unified School District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign below and return it to us.

Very truly yours,

A handwritten signature in black ink that reads "Nigro & Nigro, PC". The signature is written in a cursive, flowing style.

Nigro & Nigro, PC

RESPONSE:

This letter correctly sets forth the understanding of Placentia-Yorba Linda Unified School District.

APPROVED:

Placentia-Yorba Linda Unified School District

Date

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 3, 2025**

BID NO. 225-13, H150M HORIZONTAL WRAPPER

Background

As part of an ongoing effort to expand scratch cooking and offer healthier, less processed meal options to students, the Nutrition Services Department is increasing the production of scratch-made items. Currently, many of the pre-packaged individually wrapped items that are purchased, contain preservatives and highly processed ingredients. To support the transition to healthier wrapped food items, the Nutrition Services Department is requesting approval to purchase a horizontal wrapping machine. The district advertised Bid No. 225-13 for the purchase of a H150M Horizontal Wrapper. There was one bid submitted with the Platinum Packaging Group, Inc. being the lowest responsive and responsible bidder.

The H150M Horizontal Wrapper equipment will enable in-house packaging of fresh items for distribution to elementary school sites. Implementing this solution will support the delivery of cleaner-label foods, reduce reliance on costly disposable containers, and promote the use of more recyclable materials.

Financial Impact

Cafeteria Fund (1313)	\$209,031
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Administrator

Joan Velasco, Interim Assistant Superintendent, Business Services

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 3, 2025**

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)	\$7,000
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Administrator

Joan Velasco, Interim Assistant Superintendent, Business Services

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 3, 2025**

BID NO. 224-03, CUSTODIAL SUPPLIES

Background

On August 13, 2024, the board approved an additional two-year extension of Bid No. 224-03 for custodial supplies and equipment to Glasby Maintenance Supply Company through September 13, 2026. An increase to the authorized amount is needed to meet higher demand and approved pricing increases.

Original Authorized Amount	\$450,000
Requested Increase to Authorized Amount	<u>\$200,000</u>
Total Authorized Amount	<u>\$650,000</u>

An increase to the authorized amount will allow continued use of Bid No. 224-03 through September 13, 2026.

Financial Impact

General Fund (0101)	\$200,000
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Administrator

Joan Velasco, Interim Assistant Superintendent, Business 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 district

Administrator

Joan Velasco, Interim Assistant Superintendent, Business Services

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 3, 2025**

MEDICAL SERVICES PROVIDER

Background

The district requires the services of a mandated medical services provider to administer driver drug tests, driver physicals, Hepatitis B tests, vaccinations, and other required medical services. Brea Urgent Care has been successfully providing the district's workers' compensation medical services for several years to the satisfaction of district staff.

Brea Urgent Care will provide the district's mandated medical services with efficiency and guaranteed fees.

Financial Impact

Health and Welfare Fund (6769)	\$20,000
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Administrator

Joan Velasco, Interim Assistant Superintendent, Business Services

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)	\$25,500
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Administrator

Joan Velasco, Interim Assistant Superintendent, Business Services

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 3, 2025**

ACCIDENTAL DEATH AND DISMEMBERMENT (ADD) INSURANCE

Background

National Union Fire Insurance Company of Pittsburgh, PA, provides the district's voluntary accidental death and dismemberment (ADD) 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.

National Union Fire Insurance Company will continue to offer ADD insurance for the district's benefit-eligible employees.

Financial Impact

No cost to district

Administrator

Joan Velasco, Interim Assistant Superintendent, Business Services

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 3, 2025**

PROTECTED INSURANCE PROGRAM FOR SCHOOLS (PIPS) JOINT POWERS AUTHORITY (JPA)

Background

The district joined a Joint Powers Authority (JPA), Protected Insurance Program for Schools (PIPS) on July 1, 2024, to provide workers' compensation coverage. There is a recommended increase of \$0.02 per \$100 of payroll from July 1, 2025 to June 30, 2026.

Financial Impact

Workers' Compensation Fund (6768) \$1.40 per \$100 of payroll

Administrator

Joan Velasco, Interim Assistant Superintendent, Business Services

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 3, 2025**

ADMINISTRATION OF SELF-INSURED CLAIMS

Background

Keenan & Associates is the district's third-party administrator for management of workers' compensation claims, litigation, reporting, and injured workers' medical treatment. Staff is recommending renewal of the third-party administration agreement.

Renewal of the agreement will allow Keenan & Associates to remain the district's third-party administrator of workers' compensation claims, effective July 1, 2025, to June 30, 2026.

Financial Impact

Workers' Compensation Fund (6768)	\$118,000
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Administrator

Joan Velasco, Interim Assistant Superintendent, Business Services

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 3, 2025**

PROPERTY AND LIABILITY INSURANCE

Background

Southern California ReLiEF (SCR) is the Joint Powers Authority (JPA) provider for district Property and Liability Insurance. The district has been a member of SCR JPA since July 1, 2017, and has been satisfied with the JPA's services.

Property and liability insurance protects the district against losses from property damage and general liability claims. A third-party administrator is required to purchase insurance and administer claims for the district. SCR has a long history of providing expert service in the areas of claims administration while maintaining stable premium costs for clients in an unstable market.

Financial Impact

Insurance Property Loss Fund (6770)	\$3,000,000
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Administrator

Joan Velasco, Interim Assistant Superintendent, Business Services

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 3, 2025**

BID NO. 222-08, TELEPHONE AND VOICEMAIL 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 voicemail systems.

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

Approval 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)	\$132,000
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Administrator

Joan Velasco, Interim Assistant Superintendent, Business Services

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 3, 2025**

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)	\$22,000
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Administrator

Joan Velasco, Interim Assistant Superintendent, Business Services

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 3, 2025**

SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA), PARTICIPATION

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 Participation Agreement No. 10007341 will allow the district to continue in the LEC and to 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

Joan Velasco, Interim Assistant Superintendent, Business Services

1 AGREEMENT NUMBER: 10007341

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

5 This AGREEMENT is hereby entered into this 1st day of July, 2025,
6 by and between the Orange County Superintendent of Schools, 200 Kalmus
7 Drive, Costa Mesa, California 92626, Region 9 Local Educational
8 Consortium (LEC), hereinafter referred to as SUPERINTENDENT, and the
9 Placentia-Yorba Linda Unified School District, 1301 East Orangethorpe
10 Avenue, Placentia, California 92870, hereinafter referred to as
11 DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred
12 to as the Parties.

13 WITNESSETH:

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

20 WHEREAS, SUPERINTENDENT has been designated by the STATE to
21 represent school districts and county offices located in Region 9,
22 hereinafter referred to as LEA (Local Education Agency) to administer
23 School-Based Medi-Cal Administrative Activities (SMAA) described as
24 Administrative Claiming process in the California Welfare and
25 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, 2025, and ending on June 30, 2026, 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. Prepare and submit the School-Based Medi-Cal
23 Administrative Activities (SMAA) quarterly invoices and
24 related supporting documentation to the STATE on behalf
25 of the DISTRICT and convey to the DISTRICT by warrant all
funds received on behalf of DISTRICT from the STATE less

1 any amount due the SUPERINTENDENT as defined in Section
2 5.0 of this AGREEMENT. No funds will be conveyed to
3 DISTRICT for invoices that have been disallowed by the
4 STATE or any 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. Assist the DISTRICT with the calculation of the LEA Medi-
13 Cal Eligibility Rate or "Data Match percentage" from total
14 student enrollment data provided by the DISTRICT.

15 n. Provide DISTRICT access to STATE SMAA Appeal Process upon
16 request and appeal DISTRICT decision or action through
17 the STATE SMAA Appeal Process as necessary.

18 3.0 RESPONSIBILITIES OF DISTRICT.

19 a. Responsibilities of SUPERINTENDENT and DISTRICT will be
20 amended as necessary to comply with all Federal, STATE
21 and SUPERINTENDENT'S program requirements.

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

24 c. RMTS software platform may be accessed only by employees
25 of the DISTRICT for RMTS purposes. DISTRICT agrees to
comply with the confidentiality and other requirements

1 associated with use of the RMTS software platform.
2 DISTRICT shall be responsible for any unauthorized use
3 and understands that the DISTRICT may be held liable.

4 d. Quarterly assess SMAA claiming potential within the
5 DISTRICT and determine which staff regularly perform SMAA-
6 related activities and what direct charges, if applicable,
7 will be claimed. The DISTRICT will determine which staff
8 participate in the quarterly Random Moment Time Survey
9 (RMTS).

10 e. Certify to the SUPERINTENDENT and STATE:

11 1. The amount of DISTRICT'S general funds or any other
12 funds allowed under Federal law and regulations expended
13 on the allowable "program activities".

14 2. The availability and expenditure, from allowable non-
15 Federal funding sources, of one hundred percent (100%)
16 of the cost of performing program activities.

17 3. Expenditures represent costs that are eligible for
18 Federal financial participation for that fiscal year.

19 f. Ensure that DISTRICT'S designated SMAA Coordinator
20 attends quarterly Region 9 LEC SMAA Coordinators trainings
21 and meetings.

22 g. Adhere to timelines established by the STATE and
23 SUPERINTENDENT for completion of Program documentation
24 (e.g., Program invoices, Random Moment Time Survey (RMTS)
25 Rosters, Coding reports, etc.). Respond in a timely

manner to all STATE and SUPERINTENDENT requests for information and documentation.

h. Respond to SUPERINTENDENT reviews with information and corrected documents upon request and work with SUPERINTENDENT to resolve any outstanding matters.

i. Appeal SUPERINTENDENT's decision through the STATE SMAA LEA Appeal Process if necessary.

j. Participate in the quarterly Random Moment Time Survey (RMTS), as required by the Centers for Medicare and Medicaid Services (CMS), to determine the amount of paid time spent on Program claimable activities.

k. DISTRICT will maintain a minimum response rate of eighty-five percent (85%) of the moments assigned per time study quarter. If DISTRICT is unable to maintain the required response rate, DISTRICT will have sanctions applied according to the School-Based Medi-Cal Administrative Activities (SMAA) Manual.

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

- Training materials.
- Random Moment Time Survey (RMTS) Time Survey Participant (TSP) Roster Reports and other documentation, including validation of time survey participant attendance.
- Time certification and supporting documentation for direct charge staff.
- Job Descriptions.
- Medi-Cal Percentage documentation.
- Invoice documents and supporting documentation.
- Contracts/MOU.
- Organizational Charts.

- School Calendar.
- Resource Directories and outreach materials.
- Program review documentation.
- Alternative Format Plan.

m. Review and certify School-Based MAA invoices to the LEC in conformance with STATE requirements and timelines providing SUPERINTENDENT with copies of SMAA invoice supporting documentation upon request.

n. 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 employee who might reasonably have information related to such records.

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

1. Maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this AGREEMENT, including any matching costs and

1 expenses. The foregoing constitutes "records"
2 for the purpose of this provision.

3 2. DISTRICT'S facility or office or such part
4 thereof as may be engaged in the performance of
5 this AGREEMENT and its records shall be subject
6 at all reasonable times to inspection, audit,
7 and reproduction.

8 3. The Department of Health Care Services (DHCS),
9 the Department of General Services, the Bureau
10 of State Audits, or their designated
11 representatives including the Comptroller
12 General of the United States shall have the
13 right to review and to copy any records and
14 supporting documentation pertaining to the
15 performance of this AGREEMENT. DISTRICT agrees
16 to allow the auditor(s) access to such records
17 during normal business hours and to allow
18 interviews of any employees who might reasonably
19 have information related to such records.
20 Further, DISTRICT agrees to include a similar
21 right of the STATE to audit records and
22 interview staff related to performance of this
23 AGREEMENT.

24 4. Preserve and make available its records (1) for
25 a period of five (5) years from the date of final
payment under this AGREEMENT, and (2) for such

1 longer period, if any, as required by applicable
2 statute, by any other provision of this
3 AGREEMENT, or by subparagraphs (a) or (b) below:

4 (a) If this AGREEMENT is completely or partially
5 terminated, the records relating to the
6 work terminated shall be preserved and
7 made available for a period of five (5)
8 years from the date of resulting final
9 settlement.

10 (b) If any litigation, claim, negotiation,
11 audit, or other action involving the
12 records has been started before the
13 expiration of the five-year period, the
14 records shall be retained until completion
15 of the action and resolution of all issues
16 which arise from it, or until the end of
17 the regular five-year period, whichever is
18 later.

19 5. DISTRICT shall comply with the above
20 requirements and be aware of the penalties for
21 violations of fraud and for obstruction of
22 investigation as set forth in Public Contract
23 Code §10115.10, if applicable.

24 6. DISTRICT, may at its discretion, following
25 receipt of final payment under this AGREEMENT,
reduce its accounts, books and records related

1 to this AGREEMENT to microfilm, microfiche,
2 digital format, computer disk, CD ROM, DVD, or
3 their data storage medium. Upon request by an
4 authorized representative to inspect, audit or
5 obtain copies of said records, DISTRICT must
6 supply or make available applicable devices,
7 hardware, and/or software necessary to view,
8 copy and/or print said records. Applicable
9 devices may include, but are not limited to
10 microfilm/microfiche readers and
11 microfilm/microfiche printers, image retrieval
12 software and/or printers, etc.

13 p. The STATE, through any authorized representatives, has
14 the right at all reasonable times to inspect or otherwise
15 evaluate the work performed or being performed hereunder
16 and the premises in which it is being performed. If any
17 inspection or evaluation is made of the premises of
18 DISTRICT, DISTRICT shall provide all reasonable
19 facilities and assistance for the safety and convenience
20 of the authorized representative in the performance of
21 their duties. All inspections and evaluations shall be
22 performed in such a manner as will not unduly delay the
23 work.

24 q. In the event an invoice is revised or is disallowed by
25 the STATE, agree to reimburse SUPERINTENDENT within thirty
(30) days of receipt of an invoice from SUPERINTENDENT

1 evidencing SUPERINTENDENT'S payment to the STATE for
2 DISTRICT'S revised or disallowed invoice.

3 r. Ensure no duplicative billings.

4 s. Hold SUPERINTENDENT harmless from any Federal
5 disallowance of SMAA claim payments made to DISTRICT by
6 the STATE.

7 t. Designate an employee to act as a liaison with
8 SUPERINTENDENT to provide DISTRICT specific information
9 relative to SMAA Program administration and fiscal issues.

10 u. Provide SUPERINTENDENT with student data files required
11 for the calculation of the LEA Medi-Cal Eligibility Rate
12 or "Data Match percentage".

13 v. Provide SUPERINTENDENT WITH fiscal data necessary to
14 complete the School-Based Medi-Cal Administrative
15 Activities (SMAA) invoice.

16 w. Complete and return with the fully executed AGREEMENT,
17 the School-Based Medi-Cal Administrative Activities
18 (SMAA) District Information, Appendix "A", Certification
19 Regarding Lobbying, Appendix "B", School-Based Medi-Cal
20 Administrative Activities (SMAA) Agreement for Disclosure
21 and Use of Medi-Cal Data, Appendix "C", attached hereto
22 and incorporated by reference herein.

23 4.0 DATA USE AGREEMENT. The Parties agrees to secure data and
24 documents that reside in the California Department of Health Care
25 Services (DHCS) Medi-Cal system of records, or with its agents, to
 ensure the integrity, security, and confidentiality of such data and

1 documents, and to permit only appropriate disclosure and use as may
2 be permitted by law as specified in School-Based Medi-Cal
3 Administrative Activities (SMAA) Agreement for Disclosure and Use of
4 Medi-Cal Data (DATA USE AGREEMENT), Appendix "C", attached hereto and
5 incorporated by reference herein. The DATA USE AGREEMENT must be signed
6 by the Custodian of Records on behalf of the DISTRICT.

7 5.0 DISTRICT CLAIM REIMBURSEMENT. Upon satisfactory compliance of
8 DISTRICT'S responsibilities outlined in Section 3.0 of this AGREEMENT
9 and after SUPERINTENDENT has received reimbursement from the STATE for
10 DISTRICT'S quarterly SMAA claim(s), SUPERINTENDENT shall convey to
11 DISTRICT by warrant transfer, all funds received on behalf of DISTRICT
12 from the STATE less any amount due the SUPERINTENDENT and STATE as
13 determined in Section 6.0 below. No funds will be conveyed to DISTRICT
14 for invoices that have been revised or disallowed by the STATE or
15 Federal. Payment to DISTRICT shall be made within forty-five (45)
16 days of receipt and reconciliation of STATE funds by SUPERINTENDENT.

17 6.0 FEE SCHEDULE.

18 a. SUPERINTENDENT'S LEC Fees.

- 19 1. After SUPERINTENDENT has received reimbursement from
20 the STATE for DISTRICT'S quarterly SMAA claim(s),
21 SUPERINTENDENT will transfer to DISTRICT an amount
22 equal to the Federal share of cost received as
23 reimbursement for DISTRICT'S SMAA claim submitted by
24 DISTRICT, less four and one-half percent (4.5%) fee
25 per quarterly claim which will be used to support
SUPERINTENDENT'S SMAA administration. The four and one-

1 half percent (4.5%) LEC fee may be amended as necessary
2 to support compliance with all Federal, STATE and
3 SUPERINTENDENT'S program requirements.

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

16 3. SUPERINTENDENT will request from DISTRICT the fiscal
17 information required to complete the SMAA invoice
18 claim. Time Study Participant pool lists will be
19 provided with the request to assist with collection of
20 information. SUPERINTENDENT will prepare SMAA invoice
21 claims in accordance with program guidelines approved
22 by DHCS, based on information supplied by the DISTRICT
23 for each fiscal quarter during the Term of the
24 AGREEMENT. SUPERINTENDENT will establish and maintain
25 a secure file transfer protocol (SFTP) site for the
transmission of all fiscal related documentation. Once

1 notified that claims have been prepared and are ready
2 for district's review, the DISTRICT will confirm that
3 the final invoice is ready for electronic signatures.
4 The SUPERINTENDENT will process and submit to DHCS for
5 processing.

- 6 b. The obligations of SUPERINTENDENT and DISTRICT under this
7 AGREEMENT are contingent upon the availability of funds
8 furnished by the United States Government and the State
9 of California. In the event that such funding is
10 terminated or reduced, this AGREEMENT may be terminated,
11 and SUPERINTENDENT'S and DISTRICT'S fiscal obligations
12 hereunder shall be limited to a pro-rated amount of
13 funding actually received by the SUPERINTENDENT and
14 DISTRICT from the United States Government and the State
15 of California under this AGREEMENT. SUPERINTENDENT shall
16 provide DISTRICT written notification of such
17 termination. Notice shall be deemed given when received
18 by the DISTRICT or no later than three (3) days after the
19 day of mailing, whichever is sooner.

20 7.0 FEDERAL CLAIMING.

- 21 a. TITLE 31 - Money and Finance, Subtitle V - General
22 Assistance Administration, Chapter 75 - Requirements for
23 Single Audits, Section 7502 requires each pass through
24 entity provide the sub-recipient program names and any
25 identifying numbers from which such assistance is derived.
The Catalog of Federal Domestic Assistance (CFDA) number

1 for this Federal program is 93.778, Medical Assistance
2 Program (Medi-Cal).

3 b. A "Vendor" means a dealer, distributor, merchant, or other
4 seller providing goods or services that are required for
5 the conduct of a Federal program. These goods or services
6 may be for an organization's own use or for the use of
7 beneficiaries of the Federal program. Additional guidance
8 on distinguishing between a sub-recipient and a vendor is
9 provided in OMB Circular A-133.

10 8.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of
11 this AGREEMENT, shall be and act as an independent contractor.
12 SUPERINTENDENT understands and agrees that he/she and all of his/her
13 employees shall not be considered officers, employees or agents of the
14 DISTRICT, and are not entitled to benefits of any kind or nature
15 normally provided employees of the DISTRICT and/or to which DISTRICT'S
16 employees are normally entitled, including, but not limited to, State
17 Unemployment Compensation or Workers' Compensation. SUPERINTENDENT
18 assumes full responsibility for the acts and/or omissions of his/her
19 employees or agents as they relate to the services to be provided
20 under this AGREEMENT. SUPERINTENDENT shall assume full responsibility
21 for payment of all Federal, STATE and local taxes or contributions,
22 including unemployment insurance, social security and income taxes
23 with respect to SUPERINTENDENT'S employees.

24 9.0 COPYRIGHT. DISTRICT understands and agrees that all forms, plans,
25 and related instructional materials developed by SUPERINTENDENT or
DISTRICT under this AGREEMENT shall become the exclusive property of

1 the Department of Health Care Services. The Department of Health Care
2 Services shall have all right, title and interest in said matters,
3 including the right to secure and maintain the copyright, trademark
4 and/or patent all forms and related instructional materials developed
5 under this AGREEMENT.

6 10.0 HOLD HARMLESS.

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

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

11.0 CONFIDENTIALITY.

1 a. SUPERINTENDENT and DISTRICT shall maintain
2 confidentiality of their respective records and
3 information, governing the confidentiality of client or
4 student information for Medi-Cal clients served under this
5 AGREEMENT. Applicable laws include, but are not limited
6 to, 42 U.S.C. Section 1396a(a)7, 42 CFR Section 431.300,
7 Welfare and Institutions Code, Section 14100.2 and 22
8 California Code of Regulations Section 51009 and all
9 applicable Federal and/or STATE laws or regulations as
10 each may now exist or be hereafter amended. The
11 confidentiality obligations contained in this section
12 shall survive termination of this AGREEMENT.

13 b. DISTRICT understands and agrees to take all reasonable
14 steps to avoid unauthorized disclosure of any of
15 SUPERINTENDENT'S agents' proprietary data provided for
16 purposes of this AGREEMENT hereinafter defined as data
17 file specifications, related instructions, management
18 reports, training materials, plans or other information
19 relating to the performance of SUPERINTENDENT'S agents
20 services hereunder, disclosed by SUPERINTENDENT to
21 DISTRICT pursuant to this AGREEMENT. DISTRICT shall not
22 during or after the term of this AGREEMENT, permit the
23 copying, duplication, or use of any of SUPERINTENDENT'S
24 agents' proprietary data by or to any person other than
25 authorized employees, agents or representatives of
 DISTRICT.

1 12.0 ACCURACY OF INFORMATION. DISTRICT shall make reasonable effort
2 to assure that the information supplied to SUPERINTENDENT hereunder
3 shall be true, complete, and accurate in all respects. DISTRICT shall
4 assume sole responsibility for the truth, completeness and accuracy
5 of all information supplied to SUPERINTENDENT and agrees that
6 SUPERINTENDENT shall have no responsibility or liability for the
7 truth, completeness or accuracy of any information submitted by
8 DISTRICT hereunder. SUPERINTENDENT reserves the right to not certify
9 SMAA invoice(s) that do not comply with STATE and Federal SMAA
10 requirements.

11 13.0 LIMITATION OF LIABILITY. SUPERINTENDENT shall not be liable for
12 damages or losses to DISTRICT employees, agents, independent
13 contractors or students relating to lost medical services or lost data
14 under this AGREEMENT. SUPERINTENDENT shall not be liable for any sums
15 DISTRICT does not obtain in reimbursement from the STATE, or for any
16 incidental, indirect, special or consequential damages to DISTRICT
17 arising from the denial of any request for reimbursement from the
18 STATE.

19 14.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this
20 AGREEMENT shall not be assigned by the DISTRICT without prior written
21 approval of SUPERINTENDENT.

22 15.0 COMPLIANCE WITH APPLICABLE LAWS. The services completed herein
23 must meet the approval of the DISTRICT and shall be subject to the
24 DISTRICT'S general right of inspection to secure the satisfactory
25 completion thereof. SUPERINTENDENT and DISTRICT agree to comply with
all Federal, STATE and local laws, rules, regulations and ordinances

1 that are now or may in the future become applicable to SUPERINTENDENT
2 or DISTRICT'S, equipment and personnel engaged in operations covered
3 by this AGREEMENT or accruing out of the performance of such
4 operations.

5 16.0 LOBBYING RESTRICTIONS AND DISCLOSURE CERTIFICATION. DISTRICT
6 shall complete and return with the fully executed AGREEMENT the
7 Certification Regarding Lobbying form, Appendix "B", attached hereto
8 and incorporated by reference herein, that the DISTRICT has not made,
9 and will not make, any payment prohibited by Item 1 of the
10 Certification Regarding Lobbying form.

11 17.0 DEBARMENT AND SUSPENSION CERTIFICATION. By signing this
12 AGREEMENT, DISTRICT certifies to the best of its knowledge and belief,
13 that it:

- 14 a. Is not presently debarred, suspended, proposed for
15 debarment, declared ineligible, or voluntarily excluded
16 by any federal department or agency;
- 17 b. Has not within a three-year period preceding this
18 AGREEMENT been convicted of or had a civil judgement
19 rendered against them for commission of fraud or a
20 criminal offense in connection with obtaining, attempting
21 to obtain, or performing a public (Federal, STATE or
22 local) transaction or contract under a public transaction;
23 violation of Federal or STATE antitrust statutes or
24 commission of embezzlement, theft, forgery, bribery,
25 falsification or destruction of records, making false
statements, or receiving stolen property.

1 c. Is not presently indicted for or otherwise criminally or
2 civilly charged by a government entity (Federal, STATE or
3 local) with commission of any of the offenses enumerated
4 in Section 16.0(b) herein; and

5 d. Has not within a three-year period preceding this
6 AGREEMENT had one or more public transactions (Federal,
7 STATE or local) terminated for cause or default.

8 e. The terms and definitions herein have the meanings set
9 out in the Definitions and Coverage sections of the rules
10 implementing Federal Executive Order 12549.

11 f. If DISTRICT is unable to certify to any of the statements
12 in this certification, DISTRICT shall submit an
13 explanation to SUPERINTENDENT.

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

18 18.0 ALTERNATIVE FORMAT. Under federal and state law, including the
19 Americans with Disabilities Act, discrimination against qualified
20 members of the public participating in public programs based on
21 disability is prohibited. A person is a qualified member of the public
22 if they are an appropriate person with whom a public agency should or
23 would communicate. The rights of persons with disabilities must be
24 protected to ensure meaningful and equal access to public services,
25 including but not limited to Medi-Cal and other programs that DHCS
oversees in whole or in part through partnerships with other entities.

- 1 a. SUPERINTENDENT and DISTRICT are required to provide
2 auxiliary aids and services, free of charge, to ensure
3 all qualified persons with speech, hearing, and/or vision
4 disabilities can effectively communicate and participate
5 in public programs, services, and/or activities.
- 6 b. SUPERINTENDENT and DISTRICT must also provide auxiliary
7 aids and services to a family member, friend, or associate
8 of the program participant if said individual is
9 identified as the beneficiary's authorized
10 representative, or it is someone with whom it is
11 appropriate to communicate (e.g., a disabled parent of a
12 beneficiary).
- 13 c. If an alternative format request is received from a
14 qualified member of the public all documents provided to
15 the beneficiary must be provided in the alternative format
16 within two months of the request. All subsequent
17 documentation provided to that individual must be in the
18 requested alternative format.
- 19 d. In accordance with the Provider Participation Agreement
20 and Addendum thereto, the California School-Based Medi-
21 Cal Administrative Activities Manual (SMAA Manual) and
22 DHCS's Policy and Procedure Letters, SUPERINTENDENT and
23 DISTRICT are required to develop a plan to meet
24 alternative format requirements by August 1, 2023 and to
25 continuously monitor the plan's effectiveness.

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

3 19.0 HIPAA. DISTRICT agrees to inform all students and faculty of the
4 importance of complying with all relevant State and Federal
5 confidentiality laws, including the Health Insurance Portability and
6 Accountability Act of 1996 (HIPPA) to the extent applicable. In
7 addition, DISTRICT agrees to provide students and faculty with training
8 in the requirements of the privacy and security provisions of HIPAA
9 and to advise them of the importance of complying with Facility's
10 policies and procedures relative to HIPAA.

11 20.0 NON-DISCRIMINATION. In the performance of this AGREEMENT,
12 SUPERINTENDENT and DISTRICT agree that they shall not engage nor employ
13 any unlawful discriminatory practices in employment of personnel or in
14 any other respect on the basis of sex, race, color, ethnicity, national
15 origin, ancestry, religion, age, marital status, medical condition,
16 sexual orientation, physical or mental disability or any other
17 protected group in accordance with the requirements of all applicable
18 Federal or STATE law.

19 21.0 TOBACCO USE POLICY. In the interest of public health,
20 SUPERINTENDENT provides a tobacco-free environment. Smoking or the use
21 of any tobacco products are prohibited in buildings and vehicles, and
22 on any property owned, leased or contracted for by the SUPERINTENDENT
23 pursuant to SUPERINTENDENT' Policy 400.7. Failure to abide with
24 conditions of this policy could result in the termination of this
25 AGREEMENT.

1 22.0 TERMINATION. SUPERINTENDENT or DISTRICT may, at any time, with
2 or without cause, terminate this AGREEMENT with the giving of thirty
3 (30) days prior written notice to the other party. However, once
4 SUPERINTENDENT has submitted a RMTS Roster Report to the Department
5 of Health Care Services (DHCS), according to the School-Based Medi-
6 Cal Administrative Activities (SMAA) Manual, DISTRICT may not
7 terminate until the next quarter survey period.

8 23.0 NOTICE. All notices or demands to be given under this AGREEMENT
9 by either party to the other shall be in writing and given either by:
10 (a) personal service or (b) by U.S. Mail, mailed either by registered
11 or certified mail, return receipt requested, with postage prepaid.
12 Service shall be considered given when received if personally served
13 or if mailed on the third day after deposit in any U.S. Post Office.
14 The address to which notices or demands may be given by either party
15 may be changed by written notice given in accordance with the notice
16 provisions of this section. As of the date of this AGREEMENT, the
17 addresses of the parties are as follows:

18 DISTRICT: Placentia-Yorba Linda Unified School District
19 1301 East Orangethorpe Avenue
Placentia, California 92870
Attn: _____

20 SUPERINTENDENT: Orange County Superintendent of Schools
21 200 Kalmus Drive
Costa Mesa, California 92626
22 Attn: Patricia McCaughey

23 24.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek
24 redress for violation of, or to insist upon, the strict performance
25 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.

25.0 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.

26.0 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.

27.0 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.

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

PRINTED NAME: _____

PRINTED NAME: Patricia McCaughey

TITLE: _____

TITLE: Executive Director

DATE: _____

DATE: May 20, 2025

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 3, 2025**

BID NO. 223-14, TRANSPORTATION SERVICES

Background

Local co-curricular activity trips and routes are typically transported in district school buses by district drivers. In the event that the district cannot perform these services due to scheduling and/or availability, a qualified charter company is utilized to provide a bus for transportation services. The charter bus service also includes large motor coach buses known as “recliners” or School Pupil Activity Buses (SPAB). These vehicles are often used for long-distance activity trips. District staff conducts regular inspections of chartered buses and school buses and drivers to ensure that all legal requirements are met.

On June 20, 2023, the board awarded Bid No. 223-14 for transportation services to various vendors. The five-year bid is used on an as-needed basis and is renewable annually after year one. This is the second year of four renewals.

Financial Impact

General Fund (0101)	\$800,000
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Administrator

Joan Velasco, Interim Assistant Superintendent, Business Services

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 3, 2025**

TRANSPORTATION SOLUTION SOFTWARE

Background

The Transportation Department has utilized Tyler Technologies' routing and planning software, along with the TOM field trip module, since 2011. In the 2023-24 school year, the district transitioned to Traversa, Tyler Technologies' cloud-based transportation solution. Traversa offers a comprehensive suite of tools, including student routing, activity trip management, and the MyRide Parent Application. Year one of the five-year agreement in 2024-25 was a pilot year for district use of Traversa. Staff is satisfied with the solution software performance and will renew the agreement for the full term through June 30, 2029.

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)	\$28,400 Annually
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Administrator

Joan Velasco, Interim Assistant Superintendent, Business Services

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 3, 2025**

ON-SITE TESTING SERVICES

Background

Federal regulations require that school bus drivers and Transportation Department employees in safety-sensitive positions be randomly tested for drugs and alcohol. Mobile Screening Solutions, Inc. provides on-site testing services utilizing a self-contained mobile trailer.

The district is mandated to implement and maintain Department of Transportation (DOT) certified testing programs for current and prospective employees as necessary, to ensure compliance with the Federal Department of Transportation and State of California regulations.

Financial Impact

General Fund (0101)	\$16,000
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Administrator

Joan Velasco, Interim Assistant Superintendent, Business Services

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 3, 2025**

**LEASE OF PROPERTY AGREEMENT, RIO VISTA ELEMENTARY SCHOOL
AMENDMENT NO. 4**

Background

On May 27, 1975, the Board of Education entered into a Lease of Property Agreement (Lease) with the city of Anaheim (the City) to lease 7.85 acres of real property adjacent to Rio Vista School for a term of twenty-five years through May 26, 2000. In January 1990, Amendment No. 1 was approved to reduce the land being leased by the City to 6.11 acres. In August 1996, Amendment No. 2 was approved to reduce the land being leased by the City to 5.72 acres. On July 25, 2000, Amendment No. 3 was approved to extend the Lease of Property Agreement with the City through July 25, 2025. The City has made another request to extend the term of the Lease for an additional 25 years. Approval of Amendment No. 4 will extend the termination date of the Lease to July 25, 2050.

Amendment No. 4 will extend the Lease of Property Agreement with the city of Anaheim for a twenty-five-year period ending at midnight on July 25, 2050. The lease contains a "right to terminate" clause that the district may exercise whenever it becomes necessary to use all or part of the 5.72 acres adjacent to Rio Vista Elementary School for more necessary school purposes. All other terms of the agreement remain unchanged.

Financial Impact

Income to district	\$1.00
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Administrator

Joan Velasco, Interim Assistant Superintendent, Business Services

FOURTH AMENDMENT TO LEASE AGREEMENT

This FOURTH AMENDMENT TO LEASE AGREEMENT (this “**Fourth Amendment**”) is made and entered into for reference purposes as of the ____ day of _____, 2025 by and between PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT (hereinafter referred to as “LESSOR”) and CITY OF ANAHEIM (hereinafter referred to as LESSEE”).

RECITALS

WHEREAS, the parties hereto entered into a Lease agreement on May 25, 1975 (“Lease”), whereby LESSEE did lease from LESSOR approximately 7.85 acres of real property adjacent to Rio Vista School for use by LESSEE as a public park and playground; and

WHEREAS, the Lease agreement has been amended on three separate occasions because of public school’s needs, reducing the land being leased by the City to 5.72 acres and exercising the option to extend the lease term by 25 years; and

WHEREAS, the City has made a request to extend the term of the Lease for an additional 25 years, with a new termination date of July 25, 2050; and

WHEREAS, the Lease contains a “right to terminate” clause that the LESSOR may exercise “whenever it becomes necessary to use the land hereinabove described for more necessary school purposes;” and

WHEREAS, the district does not currently have a “more necessary school purpose” for the 5.72 acres of land adjacent to Rio Vista Elementary School; and

WHEREAS, in consideration of the lease the City of Anaheim has made improvements to and maintains the park; and

WHEREAS, LESSOR and LESSEE desire to amend the term of the Lease.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Lessee hereby amend the Lease as follows:

1. Term of the Lease. The parties agree that the Term of the Lease shall be extended for an additional twenty-five (25) years, expiring on midnight on July 25, 2050.
2. Miscellaneous. Except as otherwise expressly amended, modified and provided for in this Fourth Amendment, Lessor and Lessee hereby ratify all of the provisions, covenants and conditions of the Lease, and such provisions, covenants and conditions shall be deemed to be incorporated herein and made a part hereof and shall continue in full force and effect. This Fourth Amendment may be executed simultaneously in two or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

3. LESSOR and LESSOR's signators represent that the signators hold the positions set forth below their signatures and that the signators are authorized to execute this Fourth Amendment to Agreement on behalf of LESSEE and to bind LESSEE hereto.
4. This Fourth Amendment to the Agreement shall be effective on the date on which this Agreement is executed by LESSEE.

[Signatures Appear on Following Page]

CITY OF ANAHEIM,
a municipal corporation
"LESSEE"

By: _____
Name: _____
Its: _____

Date

PLACENTIA-YORBA LINDA UNIFIED SCHOOL
DISTRICT
"LESSOR"

By: _____
Name: _____
Title: _____

Date

ATTEST:

Theresa Bass,
City Clerk

APPROVED AS TO FORM:

ROBERT FABELA, CITY ATTORNEY

By: _____
Bryn M. Morley
Deputy City Attorney

Date: _____
154966

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 3, 2025**

GENERAL LIABILITY CLAIM NO. 655084

Background

A claim was received from the parent of student on May 6, 2025, alleging severe emotional distress, anxiety, and trauma.

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

Financial Impact

No cost to district

Administrator

Joan Velasco, Interim Assistant Superintendent, Business Services

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 3, 2025**

**CONTRACT AGREEMENT WITH GROWTH OPPORTUNITIES THROUGH ATHLETICS,
LEARNING, AND SERVICE (GOALS) FOR RECREATION SERVICES AT MORSE AND
TOPAZ SUMMER EXPANDED LEARNING 2025 ENRICHMENT CAMPS**

Background

This agreement establishes Placentia-Yorba Linda Unified School District's use of ELOP funds to hire GOALS to support the after-school program with recreation and athletic activities at the following locations: summer enrichment camp at Morse and Topaz from June 23, 2025, to July 25, 2025.

This nine-hour program is offered to TK-7 in PYLUSD who are attending the Expanded Learning summer enrichment camps at Morse and Topaz at no cost to the participating families. This activity meets the ELOP funding requirements. GOALS will provide all necessary staff, supplies, and equipment.

Financial Impact

Budgeted ELOP Funds, NTE: \$37,826

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Dr. George Lopez, Executive Director, Early and Expanded Learning



GOALS Contract With The Placentia Yorba Linda Unified School District For The Provision of On-site Daily “Summer of '25” School Based Recreation Services at Morse & Topaz Elementary School sites.

By and between the not for profit Growth Opportunities through Athletics, Learning & Service (GOALS) Program and the Placentia Yorba Linda Unified School District (PYLUSD).

This agreement entered into on June 17, 2025 establishes the intention of GOALS to provide on-site **Summer Recreation/Enrichment Services** at the Morse Elementary School and Topaz Elementary School referred to as “The Schools”.

Requirements and Conditions

Independent Contractor. GOALS, in the performance of this AGREEMENT, shall be and act as an independent contractor. GOALS understands and agrees that it and all of its employees shall not be considered officers, employees or agents of PYLUSD, and are not entitled to benefits of any kind or nature normally provided employees of the PYLUSD and/or to which PYLUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. GOALS assumes 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. GOALS 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 GOALS's employees.

Hold Harmless. GOALS shall defend, indemnify, and hold harmless PYLUSD and its governing board, officers, employees and agents from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not limited to attorney fees and costs), penalties, assessments, judgments, or obligations, actions, or causes of action, whatsoever for or in connection with any injury, damage, or loss to any person or property, including PYLUSD, arising from or connected in any way directly or indirectly or as a consequence of the acts and omissions of GOALS, its agents, or any person, firm or corporation employed by GOALS, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this AGREEMENT, including, but not limited to, its failure to comply with its obligations under this AGREEMENT and under the law.

Insurance. GOALS agrees to carry commercial general liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence/Three Million Dollars (\$3,000,000) aggregate, automobile liability insurance with limits of One Million Dollars (\$1,000,000) combined single limit, and professional errors and omissions with limits of One Million Dollars (\$1,000,000) per claim/One Million Dollars (\$1,000,000) aggregate, in forms mutually acceptable to both parties to protect GOALS and against liability or claims of liability which may arise out of this AGREEMENT. In addition, GOALS will carry an insurance “umbrella policy” which adds \$4 million dollars of insurance to both the per occurrence

limit as well as the aggregate limit on all of the above referenced insurance categories. In addition, GOALS agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by PYLUSD shall be excess and noncontributory." Upon request, GOALS shall provide PYLUSD with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. GOALS agrees to name PYLUSD and its Board, officers, agents, employees and volunteers as additional insured by separate endorsement. The insurance provided by GOALS shall be primary and non-contributory (by PYLUSD)

Assignment. The obligations of GOALS pursuant to this AGREEMENT shall not be assigned by GOALS.

Compliance With Applicable Laws. GOALS 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 GOALS, GOALS' business, and personnel engaged in operations covered by this AGREEMENT or occurring out of the performance of such operations.

Permits/Licenses. GOALS and all GOALS' 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.

Nondiscrimination. GOALS agrees to not discriminate on the basis of race, color, religion, sex, marital status, national origin, ancestry, familial status, disability, sexual orientation, pregnancy or pregnancy related condition in its employment practices. This policy of affording equal employment opportunities to all persons is in keeping with provisions of state and federal laws and regulation

Images. If applicable, GOALS is prohibited from capturing on any visual medium images of any property, logo, student, or employee of PYLUSD, or any image that represents PYLUSD without express prior written consent from PYLUSD and, in the case of a student or employee, the express prior written consent from the student's parents or the employee whose image is to be captured.

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.

Education Code 45125. During the entire term of this AGREEMENT, GOALS and its contractors and agents, shall fully comply with the provision of Education Code 45125.1 (Fingerprint Requirements) with respect to individuals who will have contact with PYLUSD pupils in the performance of the work of this AGREEMENT.

Responsibilities

The School(s) are expected to fulfill the following responsibilities:

- School provides adequate space for any of the program's summertime school site-based recreation activities including use of designated classrooms, indoor and outdoor group areas as may be needed.
- School provides the GOALS Summer Recreation Coaches/Staff with preparation space and as needed periodically access to a desk, and modest file space
- School principal and/or other district site leadership is aware of the daily GOALS staff recreation support schedule through coordination with PYLUSD site enrichment staff.

- Principal or designee identifies a district staff person to serve as the program's primary community liaison.

GOALS will fulfill the following responsibilities:

- Provide 3 staff members/recreational coaches at each of the Schools (6 staff total) to lead daily, on-site only, summer healthy recreation activities during all scheduled times as prescribed by the PYLUSD summer schools activity leadership. **Nominally this is expected to be a program service period of 12 Noon to 5 PM Monday through Thursday and 8 AM to 5 PM every Friday from June 23, 2025 through the end of July 25, 2025.** GOALS may provide other supplemental staff on a substitute basis or as an in-kind support but will only be billing for a maximum of 3 staff coaches during the prescribed activity times per site. The rates imputed will be indexed based on the level of coaching lead experience which will predominantly be highly experienced GOALS coaches/leaders.
- Provide PYLUSD upon request with a certificate of insurance which names PYLUSD, and respective Schools as additional insured.
- Complete any additional administrative forms for recordkeeping requirements on a timely basis such as for facility use or participant tracking as the PYLUSD leadership may from time to time require,

Joint Responsibilities between GOALS and PYLUSD/Morse & Topaz Elementary Schools include:

- To support implementation of the PYLUSD/Summer Recreation Program at the Schools, PYLUSD agrees to pay GOALS the total amount of **\$37,826** (*cost forecast attached*).
- GOALS and PYLUSD/School representatives agree to actively resolve any disputes or conflicts that may affect program quality or service delivery.
- The estimated value of in-kind contribution by GOALS for site support, equipment and facility access is currently estimated as \$5,000. A final reconciliation of the combined in-kind support will be provided as needed at the conclusion of this contract.

The GOALS contracted Summer Recreation coaching support at the Schools will commence on or about **June 23, 2025 and conclude on or about July 25, 2025.**


 GOALS (By Dave Wilk, Executive Director)

4/25/2025
 Date

Placentia-Yorba Linda USD

Date

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 3, 2025**

**SCHOOL HEALTH CORPORATION AED PROGRAM MANAGEMENT AGREEMENT FOR
EXPANDED LEARNING**

Background

The Placentia-Yorba Linda Unified School District added automated external defibrillators (AEDs) at the high school level beginning in 2007. Since then, AEDs have been added at middle and elementary schools and the district office. In addition, the Expanded Learning Department has added twenty-two (22) AEDs at our sites.

According to state law, AEDs must be maintained and regularly tested according to the operation and maintenance guidelines set forth by the manufacturer, the American Heart Association, the American Red Cross, and regulations set forth by the governmental authority under the federal Food and Drug Administration.

The annual program maintenance fee is \$165 per AED. There are currently 60 AEDs throughout the district, including at least one at every elementary and middle school site and multiple units at the high schools and district office that School Health Connect supports. This contract will add maintenance for the AEDs in Expanded Learning and will be in effect July 1, 2025, through June 30, 2026.

Financial Impact

ELOP funds, NTE: \$4,000

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Dr. George Lopez, Executive Director, Early and Expanded Learning
Brenda Hohnstein, Assistant Director, Expanded Learning



5600 Apollo Drive, Rolling Meadows, Illinois 60008
P(866)323-5465 | F(800)235-1305 | SchoolHealth.com

QUOTATION

EXPIRATION DATE	QUOTE NO
8/31/2025	QUO000048813
DATE	QUOTE P.O. #
4/15/2025	SH CONNECT 04/11/25

Attn: **TERRY COLELLI**
Ship To: **PLACENTIA YORBA LINDA USD WHSE**
1301 E ORANGETHORPE AVE
PLACENTIA, CA 92870-5302
USA

Bill To: **PLACENTIA-YORBA LINDA USD**
1301 E ORANGETHORPE AVE
PLACENTIA, CA 92870-5302
USA

QUOTE PREPARED BY	PHONE	EMAIL FOR QUOTE UPDATES
Eric Hoysack	866-323-5465	bids@schoolhealth.com

CUSTOMER NOTES & INSTRUCTIONS	TERMS
<p>-FREE SHIPPING ON ORDERS OVER \$125</p> <p>-TARIFF DISCLAIMER: We understand that many schools are planning now for back-to-school purchases in July and beyond. To support your budgeting process, we will do our best to honor quoted prices for as long as possible. However, due to ongoing uncertainty around tariffs and global supply chain costs, we may be required to adjust pricing if unexpected increases—such as newly imposed tariffs—go into effect before your order is placed. We remain committed to providing accurate, competitive pricing and will communicate any changes proactively. Please don't hesitate to reach out with any questions—we're here to help.</p>	Net 30 days

LN	ITEM AND DESCRIPTION	QUANTITY	UNIT	DISCOUNT PRICE	AMOUNT
1	1041541 SH CONNECT COMPLIANCE ESSENTIALS 1 YR 1. AED Equipment tracking & Reporting 2. Emergency Medication & Equipment tracking and reporting 3. Pad and Battery expiration notices 4. Inspection Reminders 5. Fully featured mobile application 6. CPR Training and Credential Management	22	EA	100.0000	2,200.00
2	1041565 SH CONNECT COMPLIANCE ONSITE VISIT	22	EA	65.0000	1,430.00

Sub Total	3,630.00
Freight	0.00
Tax	125.13
Total	3,755.13

**ANNUAL AED AND COMPLIANCE MANAGEMENT
SERVICES AGREEMENT
SCHOOL HEALTH CORPORATION**

This Agreement is hereby entered into between the Placentia-Yorba Linda Unified School District, hereinafter referred to as "District," and School Health Corporation, an Illinois Corporation, 5600 Apollo Drive, Rolling Meadows, IL 60008, 1-866-323-5465, 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 Contractor. Contractor shall provide annual visits and support for AEDs at locations throughout Placentia-Yorba Linda Unified School District, including School Health Connect Compliance Software. The provided services shall include:
 - A. AED annual inspection performed by a service technician
 - B. The District will be responsible to purchase any expiring AED materials (such as pads and batteries) as needed.
 - C. Post-event support if an AED event occurs.
 - D. Access to SH Connect Software
2. Term. The term of this agreement is 12 months, commencing July 1, 2024 through June 30, 2025, with renewal options for an additional 24 months (36 total months) at the discretion of the District. Contractor shall commence providing Services under this Agreement beginning July 1, 2024. The Contractor will diligently perform contract as required through completion of the contract.
3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement of \$165 per AED. Any price increase will be communicated to the district 90 days prior to contract renewal.
4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District.

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 and compensate Contractor only for Services satisfactorily rendered to the date of termination. 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 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. 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 | \$2 million |
| (2) | Products/Completed Operations Aggregate | \$1 million |
| (3) | Personal and Advertising Injury | \$1 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 \$2 million for each occurrence.

- b. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1 million per occurrence. (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 nonrenewal, 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.
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 Avenue
Placentia, California 92870
Tele: 714-986-7000

Contractor:
School Health Corporation
5600 Apollo Drive
Rolling Meadows, IL 60008
Tele: 1-866-323-5465

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.

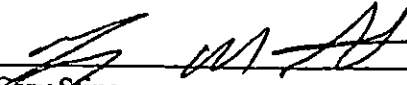
22. Counterparts. This Agreement may be signed and delivered in two counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the Agreement, and the Agreement shall not be binding on any party until all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

This Agreement is entered into this 1st day of July 2024.

Placentia-Yorba Linda Unified School District School Health Corporation

By: 
Gary Stine
Assistant Superintendent, Admin Services

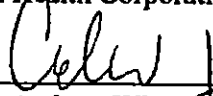
By: 
Andrew Wlezen
Contract Sales Supervisor
36-2425385
Taxpayer Identification Number

EXHIBIT A
TO STATEMENT OF WORK
SCHOOL HEALTH CORPORATION
PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
PRICES AND LOCATIONS FOR PRODUCTS AND/OR SERVICES

The Prices for Services shall be as follows:

Prices for Services are as follows:

- (a) Annual inspection and access to SH Connect Software at \$165 per AED
- (b) Technical support provided
- (c) Post-event support if an AED event occurs

INDEPENDENT CONTRACTOR AGREEMENT WITH FUN SERVICES

Background

The PYLUSD Expanded Learning Division is proud to continue offering a high-quality summer camp experience for students from June 17 to August 23, 2025. As part of our commitment to providing enriching and engaging activities, we intend to partner once again with Fun Services to support our summer camp carnival events.

This agreement outlines the intention for Fun Services to provide games, activities, and necessary supplies for carnival events held at Bryant Ranch, Morse, and Rose Drive Summer Camp locations. These carnivals will offer students opportunities to participate in enjoyable games that promote hand-eye coordination, motor skills development, and meaningful social interaction.

We request approval to include Fun Services as a partner in our 2025 summer programs to help create memorable and developmentally beneficial experiences for our students.

Financial Impact

Budgeted ELOP Funds, NTE: \$7,860

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Dr. George Lopez, Executive Director, Early and Expanded Learning
Brenda Hohnstein, Director, Expanded Learning



23720 Via Del Rio
Yorba Linda, CA 92887
Phone: (714) 996-6700

mail: scott@funservicesocal.com
www.funservicesocal.com
Toll Free: (800) 300-6380

FUND RAISING/ EVENT SPECIALISTS

RENTAL AGREEMENT

Printed on: 5/12/2025 12:15:33 PM

ORDER # 233507 Order Date: May 12, 2025

Rep:

LYNN MARIE PEREZ
1301 E. ORANGETHORPE AVE.
PLACENTIA, CA 92870

Bill To:

PLACENTIA YORBA LINDA DIST.
1301 E. ORANGETHORPE AVE.
PLACENTIA, CA 92870

Rep Phone: Email:lperez@pylud.org Bill Phone (714)-985-8459 Emerg Phone:

Location/Dir: Rose Dr. Elem - 4700 N. Rose Dr, YL 92886

Dates of Event: 15-Jul-25 To: 15-Jul-25

Ship Via: ☒ FS Truck Truck Access? ☐ ☐ Cust PU

Event Hours: 10:00am - 2:00pm

Expected Attendance: 0

Del Date: Jul 15 BY 08:00 A P/U Date: Jul 15 BY 02:00 PM

Comments: Customer will provide tables for the games.

Fun Services will deliver, setup and takedown listed equipment. Traditional Package include 4 advertising posters. Fun Services will also provide a \$500 prize pack and one \$500 prize pack for emergency backup.

(T = TABLE PROVIDED BY CUSTOMER, UNLESS RENTED)

Product Name (-T Denotes Table Needed)	Quantity	Unit Price	Extended Price
Alley Oops-T	1	\$35.00	\$35.00
Bottle Ring-T	1	\$35.00	\$35.00
Can Can-T	1	\$35.00	\$35.00
5-Pin Bowling-T	1	\$35.00	\$35.00
Knock a Block-T	1	\$35.00	\$35.00
7-11-T	1	\$35.00	\$35.00
Stand It	1	\$35.00	\$35.00
Teddy Bear Toss-T	1	\$35.00	\$35.00
Tic Tac Toe-T	1	\$35.00	\$35.00
Treasure Chest-T	1	\$35.00	\$35.00
Carnival Package #1	1	\$1,495.00	\$1,495.00
Canopy Tent-10'x10'	10	\$50.00	\$500.00

Taking Prizes: Yes

Game Play:

Terms:

Subtotal: \$2,345.00

Packed By Fun Servies: Yes

☐ Total Redemption
☒ By Game

☒ Consignment
☐ Wholesale

Discount: \$0.00

Delivery Fee: \$175.00

Labor Fee: \$0.00

Setup Fee: \$100.00

Total: \$2,620.00



23720 Via Del Rio
Yorba Linda, CA 92887
Phone: (714) 996-6700

mail: scott@funservicesocal.com
www.funservicesocal.com
Toll Free: (800) 300-6380

FUND RAISING/ EVENT SPECIALISTS

RENTAL AGREEMENT

Printed on: 5/12/2025 12:15:33 PM

ORDER # 233507

Order Date: May 12, 2025

NOTE:

1. Absolutely no tape of any kind is allowed on the booths, games, etc. Signs may be hung with string or yarn but must be removed at the end of your event. Receipt of the above equipment and supplies is acknowledged and FULL responsibility for their care, use and prompt return is accepted by the undersigned. Failure to obey these rules will result in additional charges. **X** Initial
2. Customer/Organization agrees to be responsible for any damage to Fun Services of Anaheim equipment. If damage is caused by customer, the customer expressly assumes the responsibility of informing all person(s) who use, operate or rent the above specified rental equipment that they do so at their own risk and that if any injury occurs to the person(s) using the equipment, Fun Services of Anaheim, it's employees, officers, directors, shareholders, agents, successors and assigns shall not be held liable for any such injuries, and/or resulting damages and, further, shall indemnify Fun Services of Anaheim in the event they are held liable for any injuries and/or resulting damages. Fun Services of Anaheim shall be responsible for set up and take down of all equipment delivered. This contract contains the entire agreement between parties and shall not be enlarged or modified except in writing, and signed by all appropriate parties. **X** Initial
3. Please indicate what type of surface the inflatables/rides are going on. ~~Grass or Hard Surface or N/A~~ Circle One
Please indicate what type of surface the booths/tents are going on. ~~Grass or Hard Surface or N/A~~ Circle One
Fun Services will NOT setup inflatables/rides on DIRT/GRAVEL
4. Customer/Organization is responsible for providing electricity for all inflatable attractions, Acro bungee, spin art, Frisbee art and concession machines.
~~N/A~~ Plugs with 20 amps each. **X** Initial
POWER MUST BE WITHIN 100 FEET OF EACH PIECE OF EQUIPMENT NEEDING POWER. FAILURE TO DO SO WILL RESULT IN OUR INABILITY TO SETUP/OPERATE EQUIPMENT.
5. Customer/Organization is responsible for providing Adult supervision at all times during event unless Fun Services is contracted to provide labor. **X** Initial
6. On all deliveries, Fun Services must be able to deliver all the equipment within 50 feet of setup area. Any deliveries with a longer load in distance will incur additional setup fees. **X** Initial
**All deliveries without Complete Truck Access MUST make prior arrangements with Fun Services and Additional Charges will apply.
I acknowledge that Fun Services will have complete truck access to point of delivery. **X** Initial

A DEPOSIT OF **\$2,620.00** IS DUE UPON RECEIPT OF AGREEMENT. (THE DEPOSIT IS NON-REFUNDABLE.)
BALANCE IS DUE DAY OF EVENT.

In order to hold this equipment the customer has 14 days from the order date to return this agreement signed and with a deposit. Fun Services cannot guarantee availability of the equipment/services if the this contract is not returned within the 14 days. Please do not modify order less than 7 days prior to event.

CUSTOMER SIGNATURE

DATE

FUN SERVICES REPRESENTATIVE



FUND RAISING/EVENT SPECIALISTS

23720 Via Del Rio
Yorba Linda, CA 92887
Phone: (714) 996-6700
Fax: (714) 996-9262

mail: scott@funserviceessocal.co
www.funserviceessocal.com
Toll Free: (800) 300-6380
Toll Free Fax: (888) 780-9329

Bill To:

PLACENTIA YORBA LINDA DIST.
1301 E. ORANGETHORPE AVE.
PLACENTIA, CA 92870
(714)-985-8459

Representative: LYNN MARIE PEREZ

INVOICE

INVOICE #: 233507 Order Date: May 12, 2025

RENTALS

Catalog #	Product Name	Quantity	Unit Price	Extended Price
69	Alley Oops-T	1	\$35.00	\$35.00
78	Bottle Ring-T	1	\$35.00	\$35.00
82	Can Can-T	1	\$35.00	\$35.00
86	5-Pin Bowling-T	1	\$35.00	\$35.00
94	Knock a Block-T	1	\$35.00	\$35.00
106	7-11-T	1	\$35.00	\$35.00
114	Stand It	1	\$35.00	\$35.00
116	Teddy Bear Toss-T	1	\$35.00	\$35.00
117	Tic Tac Toe-T	1	\$35.00	\$35.00
119	Treasure Chest-T	1	\$35.00	\$35.00
239	Carnival Package #1	1	1,495.00	\$1,495.00
356	Canopy Tent-10'x10'	10	\$50.00	\$500.00

Subtotal: \$2,345.00

Merch. Subtotal \$0.00

8.00% Tax \$0.00

Rental Subtotal: \$2,345.00

Delivery Fee: \$175.00

Setup Fee: \$100.00

Total: \$2,620.00

Deposit: \$0.00

TOTAL DUE: \$2,620.00



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Yorba Linda, CA 92887
Phone: (714) 996-6700

mail: scott@funservicesocal.com
www.funservicesocal.com
Toll Free: (800) 300-6380

FUND RAISING/ EVENT SPECIALISTS

RENTAL AGREEMENT

Printed on: 5/12/2025 12:15:08 PM

ORDER # 233508 Order Date: May 12, 2025

Rep: LYNN MARIE PEREZ
1301 E. ORANGETHORPE AVE.
PLACENTIA, CA 92870

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

Rep Phone: Email: Customer will provide 1) Bill Phone (714)-985-8459 Emerg Phone:

Location/Dir: Bryant Ranch Elem - 24695 Paseo De Toronto, YL 92887

Dates of Event: 16-Jul-25 To: 16-Jul-25

Ship Via: ☒ FS Truck Truck Access? ☐ ☐ Cust PU

Event Hours: 10:00am - 2:00pm

Expected Attendance: 0

Del Date: Jul 16 BY 08:00 A P/U Date: Jul 16 BY 02:00 PM

Comments: Customer will provide tables for the games

Fun Services will deliver, setup and takedown listed equipment. Traditional Package include 4 advertising posters. Fun Services will also provide a \$500 prize pack and one \$500 prize pack for emergency backup.

(T = TABLE PROVIDED BY CUSTOMER, UNLESS RENTED)

Product Name	(-T Denotes Table Needed)	Quantity	Unit Price	Extended Price
Alley Oops-T		1	\$35.00	\$35.00
Bottle Ring-T		1	\$35.00	\$35.00
Can Can-T		1	\$35.00	\$35.00
5-Pin Bowling-T		1	\$35.00	\$35.00
Knock a Block-T		1	\$35.00	\$35.00
7-11-T		1	\$35.00	\$35.00
Stand It		1	\$35.00	\$35.00
Teddy Bear Toss-T		1	\$35.00	\$35.00
Tic Tac Toe-T		1	\$35.00	\$35.00
Treasure Chest-T		1	\$35.00	\$35.00
Carnival Package #1		1	\$1,495.00	\$1,495.00
Canopy Tent-10'x10'		10	\$50.00	\$500.00

Taking Prizes: Yes

Game Play:

Terms:

Subtotal: \$2,345.00

Packed By Fun Servies: Yes

☐ Total Redemption
☒ By Game

☒ Consignment
☐ Wholesale

Discount: \$0.00

Delivery Fee: \$175.00

Labor Fee: \$0.00

Setup Fee: \$100.00

Total: \$2,620.00



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FUND RAISING/ EVENT SPECIALISTS

RENTAL AGREEMENT

Printed on: 5/12/2025 12:15:08 PM

ORDER # 233508 Order Date: May 12, 2025

NOTE:

- Absolutely no tape of any kind is allowed on the booths, games, etc. Signs may be hung with string or yarn but must be removed at the end of your event. Receipt of the above equipment and supplies is acknowledged and FULL responsibility for their care, use and prompt return is accepted by the undersigned. Failure to obey these rules will result in additional charges. **X** Initial
- Customer/Organization agrees to be responsible for any damage to Fun Services of Anaheim equipment. If damage is caused by customer, the customer expressly assumes the responsibility of informing all person(s) who use, operate or rent the above specified rental equipment that they do so at their own risk and that if any injury occurs to the person(s) using the equipment, Fun Services of Anaheim, it's employees, officers, directors, shareholders, agents, successors and assigns shall not be held liable for any such injuries, and/or resulting damages and, further, shall indemnify Fun Services of Anaheim in the event they are held liable for any injuries and/or resulting damages. Fun Services of Anaheim shall be responsible for set up and take down of all equipment delivered. This contract contains the entire agreement between parties and shall not be enlarged or modified except in writing, and signed by all appropriate parties. **X** Initial
- Please indicate what type of surface the inflatables/rides are going on. Grass or Hard Surface or N/A Circle One
Please indicate what type of surface the booths/tents are going on. Grass or Hard Surface or N/A Circle One
Fun Services will NOT setup inflatables/rides on DIRT/GRAVEL
- Customer/Organization is responsible for providing electricity for all inflatable attractions, Acro bungee, spin art, Frisbee art and concession machines. Plugs with 20 amps each. **X** Initial
POWER MUST BE WITHIN 100 FEET OF EACH PIECE OF EQUIPMENT NEEDING POWER. FAILURE TO DO SO WILL RESULT IN OUR INABILITY TO SETUP/OPERATE EQUIPMENT.
- Customer/Organization is responsible for providing Adult supervision at all times during event unless Fun Services is contracted to provide labor. **X** Initial
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**All deliveries without Complete Truck Access MUST make prior arrangements with Fun Services and Additional Charges will apply.
I acknowledge that Fun Services will have complete truck access to point of delivery. **X** Initial

A DEPOSIT OF **\$2,620.00** IS DUE UPON RECEIPT OF AGREEMENT. (THE DEPOSIT IS NON-REFUNDABLE.)
BALANCE IS DUE DAY OF EVENT.

In order to hold this equipment the customer has 14 days from the order date to return this agreement signed and with a deposit. Fun Services cannot guarantee availability of the equipment/services if the this contract is not returned within the 14 days. Please do not modify order less than 7 days prior to event.

CUSTOMER SIGNATURE

DATE

FUN SERVICES REPRESENTATIVE



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Bill To:

PLACENTIA YORBA LINDA DIST.

1301 E. ORANGETHORPE AVE.

PLACENTIA, CA 92870

(714)-985-8459

Representative: LYNN MARIE PEREZ

INVOICE

INVOICE #: 233508

Order Date: May 12, 2025

RENTALS

Catalog #	Product Name	Quantity	Unit Price	Extended Price
69	Alley Oops-T	1	\$35.00	\$35.00
78	Bottle Ring-T	1	\$35.00	\$35.00
82	Can Can-T	1	\$35.00	\$35.00
86	5-Pin Bowling-T	1	\$35.00	\$35.00
94	Knock a Block-T	1	\$35.00	\$35.00
106	7-11-T	1	\$35.00	\$35.00
114	Stand It	1	\$35.00	\$35.00
116	Teddy Bear Toss-T	1	\$35.00	\$35.00
117	Tic Tac Toe-T	1	\$35.00	\$35.00
119	Treasure Chest-T	1	\$35.00	\$35.00
239	Carnival Package #1	1	1,495.00	\$1,495.00
356	Canopy Tent-10'x10'	10	\$50.00	\$500.00

Subtotal: \$2,345.00

Merch. Subtotal \$0.00

8.00% Tax \$0.00

Rental Subtotal: \$2,345.00

Delivery Fee: \$175.00

Setup Fee: \$100.00

Total: **\$2,620.00**

Deposit: \$0.00

TOTAL DUE: **\$2,620.00**



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mail: scott@funservicessocal.com
www.funservicessocal.com
Toll Free: (800) 300-6380

FUND RAISING/ EVENT SPECIALISTS

RENTAL AGREEMENT

Printed on: 5/12/2025 12:32:04 PM

ORDER # 233509 Order Date: May 12, 2025

Rep:

LYNN MARIE PEREZ
1301 E. ORANGETHORPE AVE.
PLACENTIA, CA 92870

Bill To:

PLACENTIA YORBA LINDA DIST.
1301 E. ORANGETHORPE AVE.
PLACENTIA, CA 92870

Rep Phone: Email:lperez@pylisd.org Bill Phone (714)-985-8459 Emerg Phone:

Location/Dir: Morse Elem - 431 Melrose Ave, Placentia, 92870

Dates of Event: 18-Jul-25 To: 18-Jul-25

Ship Via: ☒ FS Truck Truck Access? ☐ ☐ Cust PU

Event Hours: 10:00am - 2:00pm

Expected Attendance: 0

Del Date: Jul 18 BY 08:00 A P/U Date: Jul 18 BY 02:00 PM

Comments: Customer will provide tables for the games

Fun Services will deliver, setup and takedown listed equipment. Traditional Package include 4 advertising posters. Fun Services will also provide a \$500 prize pack and one \$500 prize pack for emergency backup.

(T = TABLE PROVIDED BY CUSTOMER, UNLESS RENTED)

Product Name (-T Denotes Table Needed)	Quantity	Unit Price	Extended Price
Alley Oops-T	1	\$35.00	\$35.00
Bottle Ring-T	1	\$35.00	\$35.00
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7-11-T	1	\$35.00	\$35.00
Stand It	1	\$35.00	\$35.00
Teddy Bear Toss-T	1	\$35.00	\$35.00
Tic Tac Toe-T	1	\$35.00	\$35.00
Treasure Chest-T	1	\$35.00	\$35.00
Carnival Package #1	1	\$1,495.00	\$1,495.00
Canopy Tent-10'x10'	10	\$50.00	\$500.00

Taking Prizes: Yes

Game Play:

- ☐ Total Redemption
☒ By Game

Terms:

- ☒ Consignment
☐ Wholesale

Packed By Fun Servies: Yes

Subtotal: \$2,345.00

Discount: \$0.00

Delivery Fee: \$175.00

Labor Fee: \$0.00

Setup Fee: \$100.00

Total: \$2,620.00



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Toll Free: (800) 300-6380

FUND RAISING/ EVENT SPECIALISTS

RENTAL AGREEMENT

Printed on: 5/12/2025 12:14:37 PM

ORDER # 233509

Order Date: May 12, 2025

NOTE:

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3. Please indicate what type of surface the inflatables/rides are going on. ~~Grass~~ or ~~Hard Surface~~ or N/A **Circle One**
Please indicate what type of surface the booths/tents are going on. ~~Grass~~ or ~~Hard Surface~~ or N/A **Circle One**
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I acknowledge that Fun Services will have complete truck access to point of delivery. **X** Initial

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CUSTOMER SIGNATURE

DATE


FUN SERVICES REPRESENTATIVE



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PLACENTIA, CA 92870
(714)-985-8459

Representative: LYNN MARIE PEREZ

INVOICE

INVOICE #: 233509 Order Date: May 12, 2025

RENTALS

Catalog #	Product Name	Quantity	Unit Price	Extended Price
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82	Can Can-T	1	\$35.00	\$35.00
86	5-Pin Bowling-T	1	\$35.00	\$35.00
94	Knock a Block-T	1	\$35.00	\$35.00
106	7-11-T	1	\$35.00	\$35.00
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356	Canopy Tent-10'x10'	10	\$50.00	\$500.00

Subtotal: \$2,345.00

Merch. Subtotal \$0.00

8.00% Tax \$0.00

Rental Subtotal: \$2,345.00

Delivery Fee: \$175.00

Setup Fee: \$100.00

Total: **\$2,620.00**

Deposit: \$0.00

TOTAL DUE: **\$2,620.00**

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

THIS AGREEMENT is made and entered into this 2nd day of June 2025, by and between Fun Services, hereinafter referred to as "Consultant," and the Placentia-Yorba Linda Unified School District, hereinafter referred to as "District."

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

1. **SERVICES TO BE PROVIDED BY CONSULTANT/CONTRACTOR:** (Use attachment if more room needed)
10 carnival booth games - for summer camp locations
Bryant Ranch, Morse, and Rose Drive
2. The Consultant/Contractor will commence providing services under this AGREEMENT on 7/15/25, and will diligently perform as required and complete performance by 7/15/25. 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 \$ 79600.00 for services rendered pursuant to this AGREEMENT. Payment shall be made after approval of the Board, completion of service, and submission of an invoice in duplicate to the District 30 days in advance of each payment due date. Receipts for expense reimbursement are required.
5. The District may at any time for any reason terminate this AGREEMENT and compensate Consultant/Contractor only for services rendered to the date of the termination. Written notice by the District shall be sufficient to stop further performance of services by Consultant/Contractor. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.
6. The Consultant/Contractor agrees to and shall defend and indemnify the Placentia-Yorba Linda Unified School District, its Board, officers, agents and employees, and volunteers from every claim or demand and every liability, or loss, damage, or expense of any nature whatsoever which may be incurred by reason of the Consultant's/Contractor's performance or lack of performance pursuant to this Agreement. It is expressly understood that this obligation includes any and all costs and expenses related to defense as well as indemnification for any and all judgments or settlements. For death or bodily injury to person, injury to property, or any other loss, damage, or expense sustained, arising from, in connection with, or in any way related to the Services called for in this AGREEMENT, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its Board, officers, agents, employees and volunteers. The Consultant/Contractor, at Consultant's/Contractor's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its Board, Officers, agents, employees, and volunteers on any such claim, demand, loss, damage, expense (including attorney fees), cost, or liability and shall pay or satisfy any judgment that may be rendered against the District, its Board, officers, agents, employees, and volunteers in any action, suit, or other proceedings as a result thereof.
7. This AGREEMENT is not assignable without written consent of the parties hereto.
8. Consultant/Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances including worker's compensation.
9. Consultant/Contractor, if an employee of another public agency, certifies that consultant/contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency, for the actual time in which services are actually being performed pursuant to this AGREEMENT.
10. Insurance requirements are on the reverse side of this Agreement. All insurance and other documentation must be delivered to the District prior to the consultant/contractor performing services. The Consultant/Contractor shall comply with all District insurance requirements.
11. Consultant/Contractor must meet the fingerprint requirements specified in Education Code Section 45125.1, and as described on the reverse side of this form.
12. Consultant signature below is incontrovertible evidence that the terms and conditions of this Agreement have been read and agreed to.

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

CONSULTANT:

Name of Vendor: Fun Services
Is individual retired from Cal STRS: Yes ☐ No ☐
from CalPERS: Yes ☐ No ☐ If yes, date retired: _____
Signature: [Signature]
Phone #: 714 996-6700
Fax #: N/A
Date: 5/12/25
Social Security/Tax ID 95-3424686

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 SP.

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 SP.

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 SP.

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 SP.
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.

**RATIFY ELEMENTARY SCHOOLS PARTNERSHIP WITH REACH FOUNDATION FOR THE FIRST
LEGO LEAGUE PROGRAM IN SPRING 2025**

Background

The REACH Foundation has partnered with our elementary schools to provide students with the opportunity to participate in the FIRST LEGO League Robotics Challenge during spring 2025.

FIRST LEGO League (FLL) introduces science, technology, engineering, and math (STEM) to children ages 4-16 through fun, exciting, hands-on learning. Participants gain real-world, problem-solving experience through a guided, global robotics program, helping today's students and teachers build a better future together. Their three divisions inspire youth to experiment and grow their critical thinking, coding, and design skills through hands-on STEM learning and robotics.

The FLL Challenge is an international competition organized by FIRST for elementary and middle school students. Each year in August, FLL Challenge teams are introduced to a scientific and real-world challenge for teams to focus on and research. Using the engineering design process, students work together on many different tasks, including an innovation project to explore real-world problems, learn to design, code with the LEGO SPIKE app, and create unique solutions to prepare for an incredible learning experience, competing in tournaments across Southern California.

Financial Impact

Arts, Music, Instructional Block Grant funds, NTE: \$6,000 per site

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Dr. Liz Leon, Executive 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.

**ELEMENTARY K-5 BUILDING BLOCKS OF LITERACY PROFESSIONAL DEVELOPMENT
PARTNERSHIP WITH ORANGE COUNTY DEPARTMENT OF EDUCATION FOR THE 2025-26
SCHOOL YEAR**

Background

The Orange County Department of Education (OCDE) Literacy and Language Education Services team supports literacy education through specialized professional development that integrates the Building Blocks of Literacy with the California English Language Arts/English Language Development (ELA/ELD) Framework. This comprehensive approach emphasizes the interconnected development of foundational reading skills—phonics, fluency, vocabulary, and comprehension—while recognizing that language development and literacy acquisition are closely intertwined, particularly for English learners.

The Building Blocks of Literacy provides a structured pathway to strengthen foundational literacy through assessment-driven instruction. Teachers will learn to explore assessment measures to identify students' needs in phonics and word study, and apply targeted instructional and intervention strategies that build upon core literacy competencies. These literacy skills are not taught in isolation; rather, they develop concurrently and reinforce one another, enhancing students' ability to access and construct meaning from text.

Within this integrated model, the ELA/ELD Framework serves as a guide for developing language-rich literacy instruction that supports all students, especially English learners, in making meaning, developing academic language, and acquiring foundational skills. During this professional development series, OCDE trainers will work with teachers by grade-level spans to explore instructional practices that reflect the framework's principles and align with state standards.

By the end of the series, participants will understand how to design and deliver effective, standards-aligned literacy instruction that incorporates both ELA and ELD strategies. They will also collaborate to create engaging, grade-appropriate learning experiences that promote literacy for diverse learners. These services will be offered during the 2025-26 school year.

Financial Impact

Supplemental Funds, NTE: \$2,500

Administrator

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



ORANGE COUNTY DEPARTMENT OF EDUCATION EDUCATIONAL SERVICES DIVISION SERVICE PROPOSAL

ORANGE COUNTY DEPARTMENT OF EDUCATION

200 KALMUS DRIVE
P.O. BOX 9050
COSTA MESA, CA
92628-9050
(714) 966-4000
www.ocde.us

STEFAN BEAN, Ed.D.
County Superintendent
of Schools

TO:

TITLE:

DISTRICT:

ADDRESS:

EMAIL:

PHONE NUMBER:

FROM:

TITLE:

EMAIL:

PHONE NUMBER:

DATE OF PROPOSAL:

PURPOSE:

AUDIENCE:

ESTIMATED NUMBER OF PARTICIPANTS:

LCAP PRIORITIES ADDRESSED:

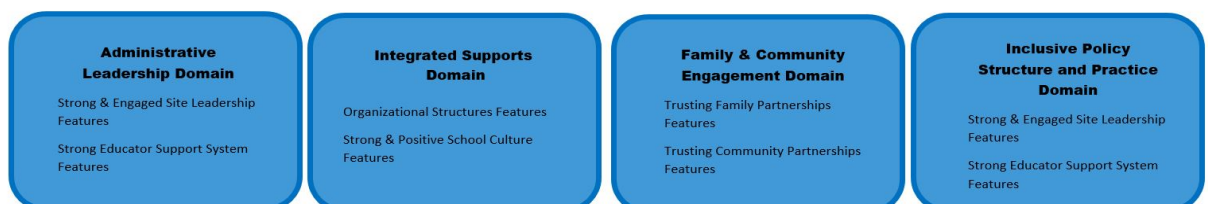
Conditions of Learning	Pupil Outcomes	Engagement
<input type="checkbox"/> Basic Services <input type="checkbox"/> Implementation of State Content Standards <input type="checkbox"/> Course Access	<input type="checkbox"/> Pupil Achievement <input type="checkbox"/> Other Pupil Outcomes	<input type="checkbox"/> Parental Involvement <input type="checkbox"/> Pupil Engagement <input type="checkbox"/> School Climate

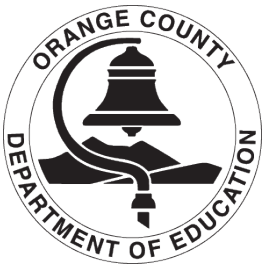
CA MTSS FRAMEWORK ADDRESSED:

Whole Child Domain



Essential Domains and Features to Support the Whole Child





**ORANGE COUNTY DEPARTMENT OF EDUCATION
EDUCATIONAL SERVICES DIVISION
SERVICE PROPOSAL**

NUMBER OF DAYS:

PROPOSED TRAINING DATES:

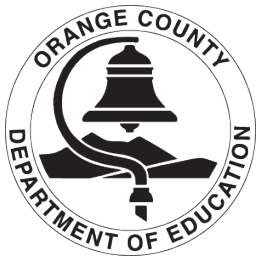
LOCATION:

GOAL(S):

EXPECTED MEASUREABLE OUTCOME(S):

JUSTIFICATION / RESEARCH CITATION:

DETAILS:



ORANGE COUNTY DEPARTMENT OF EDUCATION EDUCATIONAL SERVICES DIVISION SERVICE PROPOSAL

OCDE SERVICE COST STRUCTURE:

FEES	AMOUNT	QUANTITY	TOTAL
\$1500 - Full-day (Over 5+ Hrs.)			
\$750 - Half-day (3-4 hours)			
\$250 - Hourly (1-2 hours)			
Additional consultant			
Administrative fees: (Planning/Prep Time)			
SUBTOTAL			
ADDITIONAL COST CONSIDERATIONS: <ul style="list-style-type: none"> • 30 OR FEWER PARTICIPANTS = 1 CONSULTANT • MORE THAN 30 PARTICIPANTS = ADDITIONAL CHARGES MAY BE INCURRED • PREPARATION TIME MAY BE ADDED AT THE SAME RATES • MILEAGE MAY BE ADDED FOR STAFF TRAVEL TO/FROM THE LOCATION • COST OF MEALS OR REFRESHMENTS MAY BE ADDED, IF REQUESTED 			

WORKSHOP NEEDS	PROVIDER	COST
EQUIPMENT: <ul style="list-style-type: none"> • Projector • Document camera (ELMO) • Audio speakers • Microphone • Laptops, tablets, etc. 	<input type="checkbox"/> District <input type="checkbox"/> OCDE <input type="checkbox"/> District <input type="checkbox"/> OCDE <input type="checkbox"/> District <input type="checkbox"/> OCDE <input type="checkbox"/> District <input type="checkbox"/> OCDE <input type="checkbox"/> District <input type="checkbox"/> OCDE	<input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> N/A
REFRESHMENTS: <ul style="list-style-type: none"> • Breakfast • Lunch 	<input type="checkbox"/> District <input type="checkbox"/> OCDE <input type="checkbox"/> District <input type="checkbox"/> OCDE	
ESTIMATED TOTAL:		
MISCELLANEOUS: <ul style="list-style-type: none"> • Table boxes (writing utensils, markers, etc.) • Wireless access • Mileage fees • Materials fees • Venue fees 	<input type="checkbox"/> District <input type="checkbox"/> OCDE <input type="checkbox"/> District <input type="checkbox"/> OCDE <input type="checkbox"/> District <input type="checkbox"/> OCDE <input type="checkbox"/> District <input type="checkbox"/> OCDE <input type="checkbox"/> District <input type="checkbox"/> OCDE	<input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> N/A

ESTIMATED TOTAL COST (SERVICE + MATERIALS):

For Client Use:

When this proposal is accepted, OCDE will create a contract for services.

☐ PROPOSAL ACCEPTED

Authorized Signature

Date

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 3, 2025**

**ELEMENTARY K-2 READING INTERVENTION PROFESSIONAL DEVELOPMENT
PARTNERSHIP WITH ORANGE COUNTY DEPARTMENT OF EDUCATION FOR THE 2025-
26 SCHOOL YEAR**

Background

The Orange County Department of Education (OCDE) Literacy and Language Education Services team supports literacy education through specialized reading training focused on reviewing K-2 Universal Reading Screener and response to screening: data analysis, intervention/small group instruction, progress monitoring, and aligning instructional practices. Per Ed Code Section 53008: All K, 1st-, and 2nd-grade students take a Universal Reading Screener each year starting the 2025-26 school year. Screening is to be considered part of a comprehensive instructional strategy to be used to inform individualized instruction, measure progress, identify learning needs, and enable parents and educators to discuss learning needs in an informed way. This professional learning opportunity will support all K-2 teachers in administering and responding to the Universal Reading Screener.

Through this professional development series, K-2 teachers will engage in professional learning in order to learn how to administer the PYLUSD Reading Screener, identify the reports and resources available for the screening tool, utilize data from the screening tool to inform small group intervention and best first instruction, and establish systems for ongoing data collection and progress monitoring. The services will be provided during the 2025-26 school year.

Financial Impact

LCFF Supplemental Funds, NTE: \$3,000

Administrator

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



ORANGE COUNTY DEPARTMENT OF EDUCATION EDUCATIONAL SERVICES DIVISION SERVICE PROPOSAL

ORANGE COUNTY DEPARTMENT OF EDUCATION

200 KALMUS DRIVE
P.O. BOX 9050
COSTA MESA, CA
92628-9050
(714) 966-4000
www.ocde.us

STEFAN BEAN, Ed.D.
County Superintendent
of Schools

TO:

TITLE:

DISTRICT:

ADDRESS:

EMAIL:

PHONE NUMBER:

FROM:

TITLE:

EMAIL:

PHONE NUMBER:

DATE OF PROPOSAL:

PURPOSE:

AUDIENCE:

ESTIMATED NUMBER OF PARTICIPANTS:

LCAP PRIORITIES ADDRESSED:

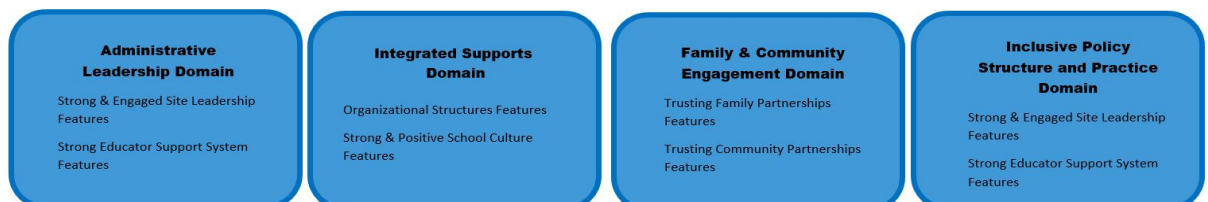
Conditions of Learning	Pupil Outcomes	Engagement
<input type="checkbox"/> Basic Services <input type="checkbox"/> Implementation of State Content Standards <input type="checkbox"/> Course Access	<input type="checkbox"/> Pupil Achievement <input type="checkbox"/> Other Pupil Outcomes	<input type="checkbox"/> Parental Involvement <input type="checkbox"/> Pupil Engagement <input type="checkbox"/> School Climate

CA MTSS FRAMEWORK ADDRESSED:

Whole Child Domain



Essential Domains and Features to Support the Whole Child





**ORANGE COUNTY DEPARTMENT OF EDUCATION
EDUCATIONAL SERVICES DIVISION
SERVICE PROPOSAL**

NUMBER OF DAYS:

PROPOSED TRAINING DATES:

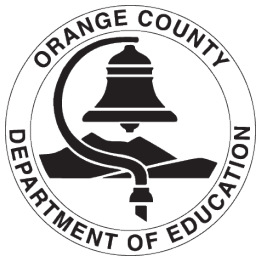
LOCATION:

GOAL(S):

EXPECTED MEASUREABLE OUTCOME(S):

JUSTIFICATION / RESEARCH CITATION:

DETAILS:



ORANGE COUNTY DEPARTMENT OF EDUCATION EDUCATIONAL SERVICES DIVISION SERVICE PROPOSAL

OCDE SERVICE COST STRUCTURE:

FEES	AMOUNT	QUANTITY	TOTAL
\$1500 - Full-day (Over 5+ Hrs.)			
\$750 - Half-day (3-4 hours)			
\$250 - Hourly (1-2 hours)			
Additional consultant			
Administrative fees: (Planning/Prep Time)			
SUBTOTAL			
ADDITIONAL COST CONSIDERATIONS: <ul style="list-style-type: none"> • 30 OR FEWER PARTICIPANTS = 1 CONSULTANT • MORE THAN 30 PARTICIPANTS = ADDITIONAL CHARGES MAY BE INCURRED • PREPARATION TIME MAY BE ADDED AT THE SAME RATES • MILEAGE MAY BE ADDED FOR STAFF TRAVEL TO/FROM THE LOCATION • COST OF MEALS OR REFRESHMENTS MAY BE ADDED, IF REQUESTED 			

WORKSHOP NEEDS	PROVIDER	COST
EQUIPMENT: <ul style="list-style-type: none"> • Projector • Document camera (ELMO) • Audio speakers • Microphone • Laptops, tablets, etc. 	<input type="checkbox"/> District <input type="checkbox"/> OCDE <input type="checkbox"/> District <input type="checkbox"/> OCDE <input type="checkbox"/> District <input type="checkbox"/> OCDE <input type="checkbox"/> District <input type="checkbox"/> OCDE <input type="checkbox"/> District <input type="checkbox"/> OCDE	<input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> N/A
REFRESHMENTS: <ul style="list-style-type: none"> • Breakfast • Lunch 	<input type="checkbox"/> District <input type="checkbox"/> OCDE <input type="checkbox"/> District <input type="checkbox"/> OCDE	
ESTIMATED TOTAL:		
MISCELLANEOUS: <ul style="list-style-type: none"> • Table boxes (writing utensils, markers, etc.) • Wireless access • Mileage fees • Materials fees • Venue fees 	<input type="checkbox"/> District <input type="checkbox"/> OCDE <input type="checkbox"/> District <input type="checkbox"/> OCDE <input type="checkbox"/> District <input type="checkbox"/> OCDE <input type="checkbox"/> District <input type="checkbox"/> OCDE <input type="checkbox"/> District <input type="checkbox"/> OCDE	<input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> N/A

ESTIMATED TOTAL COST (SERVICE + MATERIALS):

For Client Use:

When this proposal is accepted, OCDE will create a contract for services.

☐ PROPOSAL ACCEPTED

Authorized Signature

Date

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 3, 2025**

**AGREEMENT FOR THE USE OF IRVINE RANCH OUTDOOR EDUCATION CENTER FOR
THE 2025-26 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. The outdoor academic program follows the Common Core State Standards and Next Generation Science Standards, combined with educational and fun recreational activities. Students explore the natural world and engage in activities such as mining, archery, and science. The program and classes are offered at 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 are processed. For payments to the Irvine Ranch Education Center to be processed, a current contract must be in place for the 2025-26 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, Executive Director, Elementary Education

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 3, 2025**

AGREEMENTS FOR USE OF PALI INSTITUTE FOR THE 2025-26 SCHOOL YEAR

Background

Placentia-Yorba Linda Unified School District has elected to participate in the Pali Institute Program for sites with fifth- or sixth-grade students. The outdoor academic program follows Common Core State Standards and Next Generation Science Standards, combined with education and fun recreation. They introduce students to numerous scientific disciplines through rocket launches, squid dissection, weather experiments, and crime scene investigation. Students will excavate real fossils, study rock formations, and explore desert ecosystems to understand the forces that have shaped the land over time. Lessons in ancient engineering, sustainable agriculture, and survival skills connect historical innovations to modern-day problem-solving. Students engage in purposeful, hands-on outdoor science education within a unique outdoor learning environment. The program and classes are offered various times throughout the year at their location in Running Springs located in the mountains of San Bernardino, California.

Camp tuition payments of up to \$600 per student (depending on the season and/or the number of days) are submitted to the district office, and checks are processed. For payments to the Pali Institute to be processed, a current contract must be in place for the 2025-26 school year.

Financial Impact

PTA, Gift funds, and Arts Music Instructional Materials Block Grant (AMIMBG), NTE: \$550 per student

Administrator

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

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 3, 2025**

**AGREEMENT NO. 18017 FOR PARTICIPATION INSIDE THE OUTDOORS PUBLIC
SCHOOLS FIELD TRIPS AND TRAVELING SCIENTIST PROGRAMS FOR THE 2025-26
SCHOOL YEAR**

Background

The Placentia-Yorba Linda Unified School District has elected to participate in the Orange County Department of Education's environmental study program entitled "Inside the Outdoors," field trips, traveling scientist programs, and virtual programs. These science-oriented assemblies and field trips are held at various times throughout the year.

Financial Impact

PTA or Gift Funds, NTE: \$39 per student, per event

Administrator

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



ORANGE COUNTY DEPARTMENT OF EDUCATION
CONTRACTS UNIT
ADMINISTRATIVE SERVICES DIVISION
200 Kalmus Drive, P. O. Box 9050
Costa Mesa, California 92628-9050



Date: April 29, 2025

To: Placentia-Yorba Linda Unified School District
Don Rosales, Director of Purchasing

From: Maggie Solorzano, Administrative Technician

Subject: ***Inside the Outdoors***[®] – Fiscal Year 2025 – 2026

Thank you for registering for Inside the Outdoors Program(s). We are grateful that you are partnering with us to nurture healthier, happier and smarter students through their connection with nature.

Please submit the fully executed PROGRAM AGREEMENT as soon as possible but no later than (14) business days prior to the first date of the field trip.

Obtain an authorized designee to sign both originals and return one original to:

Orange County Department of Education - Contracts Department
P. O. Box 9050, Costa Mesa, CA 92628-9050
Or Email: ITOContracts@ocde.us

- ☐ **Confirmation:** Confirm the date(s) and time(s) of your school(s) program(s) along with final enrollment numbers to avoid additional charges (see Exhibit A). We encourage you to forward a copy of this Agreement to the participating school(s) for their files. Any program additions or reschedules throughout the year will be sent to your office as an Addendum.
- ☐ **Insurance:** Submit your required Certificate of Insurance including endorsements, **as soon as possible** but no later than (14) business days prior to **the first date of the field trip** see the Exhibit A for the first date of attendance. Please review the enclosed requirement information.
- ☐ **Cancellations:** Inside the Outdoors requires a written notice with a minimum of (20) business days prior to participation. If an equivalent replacement cannot be found for the open date, your District/School will be billed for ninety percent (90%) of your contracted enrollment. Decisions to cancel your Field Trip because of inclement weather must be coordinated with Inside the Outdoors. Refer to the cancellation section of your Agreement.
- ☐ **Transportation (if applicable):** The school is responsible for making transportation arrangements and paying for their buses, if necessary.

If you should have any questions regarding this Agreement, or the Certificate of Insurance requirements, please contact:

Maggie Solorzano (714) 966-4449
Fax: 714-668-7953
Email: ITOContracts@ocde.us

AGREEMENT FOR PARTICIPATION
INSIDE THE OUTDOORS
PUBLIC SCHOOLS 2025-2026

This AGREEMENT is hereby entered into this 1st day of July, 2025, 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**, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

TERMS, CONDITIONS, AND RESPONSIBILITIES

1.0 DISTRICT has requested participation in one or more of the following Inside the Outdoors Programs, herein after referred to as PROGRAM, more specifically described in Exhibit "A", which is attached hereto and incorporated by reference herein:

1.1 SERVICES PROVIDED BY SUPERINTENDENT FOR FIELD PROGRAM.

- A. SUPERINTENDENT may provide a one (1) hour to two (2) day field trip - Inside the Outdoors - Field Program.
- B. SUPERINTENDENT shall provide the PROGRAM for DISTRICT'S school(s) pursuant to Exhibit "A". Transportation and food are not included and shall be the sole responsibility of DISTRICT.
- C. DISTRICT shall provide one (1) certificated employee and one (1) adult aide or parent to participate in the PROGRAM with each group of up to 25-30 students.
 - a. A certificated employee shall ride with and supervise students on the bus, if applicable.

b. All participating certificated employees and adult aides, in cooperation with the PROGRAM staff, shall be expected to take an active role in the supervision of students. All guests must be eighteen (18) years of age or older.

D. Should a DISTRICT group exceed two (2) classrooms on a given day (approximately sixty (60) students), the additional classroom(s) may be scheduled to participate on another day.

E. It is recommended that at least one (1) adult accompanying each DISTRICT group hold a valid California driver's license and maintain appropriate insurance coverage to drive a vehicle and have the DISTRICT'S authority to transport sick or injured students requiring medical attention (a district vehicle may be provided).

F. DISTRICT shall be responsible for the supervision and care of its students from the time of departure from home or school to the time of arrival back at the home or school. DISTRICT shall also be responsible for the actions of its students and employees while participating in the PROGRAM.

1.2 SERVICES PROVIDED BY SUPERINTENDENT FOR SCHOOL PROGRAM.

A. SUPERINTENDENT may provide a forty-five (45) minute to seventy-five (75) minute Traveling Scientist - Inside the Outdoors - School Program.

1 B. DISTRICT shall provide one (1) certificated employee
2 to participate in the PROGRAM with each group of up to
3 25-40 students.

4 a. All participating certificated employees and
5 adult aides, in cooperation with the PROGRAM
6 staff, shall be expected to take an active role
7 in the supervision of students.

8 C. Should a DISTRICT group exceed four (4) classrooms on
9 a given day (approximately one hundred twenty (120)
10 students), the additional classroom(s) may be scheduled
11 to participate on another day.

12 D. Schools may be charged an additional transportation fee
13 of \$65.00 - \$140.00 per day, as set forth in Exhibit
14 A.

15 1.3 SERVICES PROVIDED BY SUPERINTENDENT FOR VIRTUAL PROGRAM.

16 A. SUPERINTENDENT may provide a thirty (30) minute to
17 seventy-five (75) minute Inside the Outdoors - Virtual
18 Program.

19 B. Should a DISTRICT group exceed four (4) classrooms on
20 a given day (approximately one hundred twenty (120)
21 students), the additional classroom(s) may be scheduled
22 to participate on another day.

23 C. DISTRICT shall provide SUPERINTENDENT'S designee a link
24 to a virtual platform of the DISTRICT'S choosing, in
25 accordance with DISTRICT policies, for the Inside the
Outdoors - Virtual Program. The link shall be emailed

1 to itoregistration@ocde.us at least five (5) business
2 days prior to the scheduled event.

3 D. Postponement of a PROGRAM due to technical difficulties
4 exceeding fifteen (15) minutes may be made by the
5 SUPERINTENDENT'S designated staff. DISTRICT groups
6 will be rescheduled at a mutually agreed upon date when
7 space is available.

8 E. DISTRICT shall provide one (1) certificated employee
9 to participate in the PROGRAM with each group of up to
10 25-40 students.

11 a. All participating certificated employees and
12 adult aides, in cooperation with the PROGRAM
13 staff, shall be expected to take an active role
14 in the supervision of students.

15 2.0 This AGREEMENT shall be in full force and effect for the period
16 commencing July 1, 2025, and ending June 30, 2026. **This AGREEMENT must**
17 **be fully executed by the Parties and be on file with the SUPERINTENDENT**
18 **prior to DISTRICT participating in the PROGRAM.**

19 3.0 In compliance with Education Code Section 35330 DISTRICT hereby
20 declares that no student has been denied the opportunity to participate
21 in the PROGRAM because of the inability to pay the required fee.
22 DISTRICT has made every effort to acquire the financial support from
23 fund-raising efforts, parents, and the community to assist those
24 pupils who are unable to pay the required fee.

25 4.0 DISTRICT shall be responsible for the supervision and care of
its students. DISTRICT shall also be responsible for the actions of

1 its students and employees while participating in the PROGRAM.

2 5.0 Hold Harmless/Insurance coverage shall be as follows:

3 A. DISTRICT shall hold harmless, defend, and indemnify the
4 Orange County Superintendent of Schools, the Orange County
5 Board of Education, and their officers, agents, and
6 employees from any and all claims for damages resulting
7 from the acts or omissions of DISTRICT, its officers,
8 agents, employees, and students with respect to the Inside
9 the Outdoors Program.

10 B. SUPERINTENDENT shall hold harmless, defend, and indemnify
11 the DISTRICT, its Governing Board, officers, agents,
12 employees, and students from any and all claims for damage
13 resulting from the acts or omissions of the Orange County
14 Superintendent of Schools, the Orange County Board of
15 Education and its officers, agents, and employees with
16 respect to the Inside the Outdoors Program.

17 C. DISTRICT must furnish to SUPERINTENDENT a certificate of
18 insurance evidencing all coverages and additional insured
19 endorsements required **no less than fourteen (14) business**
20 **days, excluding holidays, prior to DISTRICT'S first day of**
21 **participation. DISTRICT shall not participate in the**
22 **Inside the Outdoors Program until SUPERINTENDENT has**
23 **received a valid certificate of insurance evidencing the**
24 **insurance coverage required.**

25 D. DISTRICT'S insurance must be with an insurance company
admitted and licensed by the Insurance Commissioner of the

1 State of California or a program of self-insurance approved
2 by the SUPERINTENDENT.

3 E. If the DISTRICT is either partially or fully self-insured
4 for its liability exposures, DISTRICT must notify the
5 SUPERINTENDENT in writing fourteen (14) business days,
6 excluding holidays, prior to DISTRICT'S first day of
7 participation and provide the SUPERINTENDENT with a
8 statement signed by an authorized representative of
9 DISTRICT which states that DISTRICT agrees to protect the
10 Orange County Superintendent of Schools, the Orange County
11 Board of Education, and its officers, employees, and agents
12 as if the insurance requirements in Section 9.0 were in
13 full effect.

14 F. DISTRICT agrees to maintain Comprehensive General Liability
15 Insurance, including bodily injury, property damage,
16 premises-operations, products-completed operations and
17 personal injury, in the amount of not less than one million
18 dollars (\$1,000,000) per occurrence or a program of self-
19 insurance approved by SUPERINTENDENT.

20 G. The following two (2) policy endorsements must be included
21 and written as follows:

22 (a) "The Orange County Superintendent of Schools, the
23 Orange County Board of Education, and their officers,
24 agents and employees shall be added as an additional
25 insured to the policy."

(b) "Such insurance as is afforded by this policy for the Orange County Superintendent of Schools, the Orange County Board of Education, and its officers, agents, and employees shall be primary, and any insurance carried by the Orange County Superintendent of Schools, or the Orange County Board of Education, for the Orange County Superintendent of Schools and the Orange County Board of Education and its officers, agents, and employees shall be excess and non-contributory."

H. DISTRICT shall, at DISTRICT'S sole cost and expense, take out prior to participation in the Inside the Outdoors Program, and maintain in full force and effect, from the first day of participation through the last day of participation, a policy or policies of insurance covering DISTRICT'S participation in the Inside the Outdoors Program.

I. Insurance certificate description should read as "Participation in the Inside the Outdoors Programs."

J. In addition, DISTRICT shall provide a thirty (30) day cancellation or reduction of coverage clause.

K. Insurance certificate holder shall be named proper as "Orange County Superintendent of Schools, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, California 92628-9050, Attn: Contracts Department."

6.0 Any notice of **cancellation** by DISTRICT must be received in writing by SUPERINTENDENT at least **twenty (20)** business days,

1 excluding holidays, prior to the scheduled PROGRAM date. In the event
2 of a cancellation, the DISTRICT is responsible to find an equivalent
3 replacement no later than ten (10) business days prior to the cancelled
4 program date; SUPERINTENDENT may also attempt to find an equivalent
5 replacement if possible. **If DISTRICT or SUPERINTENDENT is unable to**
6 **find an equivalent replacement, DISTRICT will be charged ninety**
7 **percent (90%) of the full cost of the scheduled PROGRAM.** If DISTRICT'S
8 School wishes to **reschedule** a scheduled PROGRAM date, DISTRICT'S
9 School may be charged an additional fee of One hundred dollars
10 (\$100.00).

11 7.0 Cancellation of a PROGRAM due to inclement weather conditions
12 may be made by the SUPERINTENDENT'S designated staff (no charge will
13 be incurred for those days). DISTRICT groups will be rescheduled at
14 a later date, upon request of DISTRICT and when space is available.
15 If DISTRICT decides to participate in the PROGRAM in inclement weather
16 conditions, DISTRICT will be charged the full fee regardless of weather
17 conditions.

18 8.0 DISTRICT agrees to pay SUPERINTENDENT per student or per PROGRAM
19 more specifically described in Exhibit "A", which is attached hereto
20 and incorporated by reference herein. **Payment shall be made based on**
21 **the number of students that actually attend, but not less than ninety**
22 **percent (90%) of the number of students identified in Exhibit "A".** If
23 school is designated as sponsored, a minimum enrollment requirement
24 is ninety percent (90%) of the contracted number of students, and is
25 paid by sponsorship. If the number of students who attend is less
than ninety percent (90%) of the contracted enrollment number, SCHOOL

1 will be charged a per student fee for all students that fall below
2 ninety percent (90%).

3 8.1 A day of participation is defined as a student being present
4 during any part of a scheduled PROGRAM day.

5 8.2 Should the scheduled attendance from any given school in a
6 DISTRICT change by more than ten percent (10%), the
7 DISTRICT shall inform SUPERINTENDENT in writing at least
8 twenty (20) business days prior to the first (1st) day of
9 attendance.

10 9.0 DISTRICT agrees to send to PROGRAM the number of students
11 indicated in Exhibit "A". DISTRICT agrees to pay a fee to
12 SUPERINTENDENT pursuant to Section 8.0, for each student of DISTRICT
13 participating in the PROGRAM. If the number of students described in
14 Exhibit "A" should change, DISTRICT will notify SUPERINTENDENT no less
15 than twenty (20) business days prior to the scheduled date.

16 10.0 Full payment of fees by DISTRICT or school must be received by
17 SUPERINTENDENT within thirty (30) calendar days of billing postmark.

18 11.0 DISTRICT agrees to bear the expense of repairs and/or breakage
19 resulting from unreasonable wear or abuse to property and/or equipment
20 caused by its students and/or teachers.

21 12.0 DISTRICT hereby delegates, by approval of this AGREEMENT, to the
22 District Superintendent or the District Superintendent's designee,
23 pursuant to Education Code Section 17604, the authority to allow
24 additional schools or students to participate in the Inside the
25 Outdoors Program during the term of AGREEMENT.

1 13.0 TOBACCO USE POLICY. In the interest of public health,
2 SUPERINTENDENT provides a tobacco-free environment. Smoking or the use
3 of any tobacco products are prohibited in buildings and vehicles, and
4 on any property owned, leased or contracted for by the SUPERINTENDENT
5 pursuant to SUPERINTENDENT Policy 400-7. Failure to abide with
6 conditions of this policy could result in the termination of this
7 AGREEMENT.

8 14.0 SUPERINTENDENT and DISTRICT agree that they will not engage in
9 unlawful discrimination in employment of persons because of race,
10 color, religious creed, national origin, ancestry, physical handicap,
11 medical condition, marital status, or sex of such persons.

12 15.0 SUPERINTENDENT and DISTRICT agree that this AGREEMENT shall be
13 construed and entered into in accordance with the laws of the State
14 of California, through California state courts with venue in Orange
15 County, California.

16 16.0 FORCE MAJEURE. In no event shall either party have any claim or
17 right against the other party for any failure of performance if the
18 failure is caused by or the result of causes beyond the reasonable
19 control of such other party due to any occurrence commonly know as
20 Force Majeure, including, without limitation, acts of God, pandemics,
21 floods, riots, earthquakes, government regulations enacted after the
22 date of the AGREEMENT, explosions, war, national emergency, including
23 terrorist threats, or insurrections. The party first learning of the
24 event of Force Majeure shall notify the other party in writing. In the
25 event this clause must by invoked, there shall be no implied or express
breach of contract by either party.

1 17.0 NOTICE. All notices or demands to be given under this AGREEMENT
2 by either party to the other, shall be in writing and given either by:
3 (a) personal service or (b) by U.S. Mail, mailed either by registered
4 or certified mail, return receipt requested, with postage prepaid.
5 Service shall be considered given when received if personally served
6 or if mailed on the third day after deposit in any U.S. Post Office.
7 The address to which notices or demands may be given by either party
8 may be changed by written notice given in accordance with the notice
9 provisions of this section. As of the date of this AGREEMENT, the
10 addresses of the parties are as follows:

11 DISTRICT: Placentia-Yorba Linda Unified School District
12 1301 East Orangethorpe Avenue
13 Placentia, California 92870
14 Attn: _____

15 SUPERINTENDENT: Orange County Superintendent of Schools
16 200 Kalmus Drive
17 P.O. Box 9050
18 Costa Mesa, California 92628-9050
19 Attn: Patricia McCaughey

20 18.0 If any term, covenant, condition or provision of this AGREEMENT
21 is held by court of competent jurisdiction to be invalid, void or
22 unenforceable, the remainder of the provisions shall remain in full
23 force and effect and shall in no way be affected, impaired or
24 invalidated thereby.

25 19.0 The failure of SUPERINTENDENT or DISTRICT 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.

1 20.0 This AGREEMENT contains the entire agreement between
2 SUPERINTENDENT and DISTRICT regarding the services and any agreement
3 hereafter made shall be ineffective to modify this AGREEMENT in whole
4 or in part unless such agreement is embodied in an amendment to this
5 AGREEMENT which has been signed by both SUPERINTENDENT and DISTRICT.
6 This AGREEMENT supersedes all prior negotiations, understandings,
7 representations and agreements.

8 21.0 DISTRICT shall implement procedures and protective measures to
9 assure compliance with current federal and state privacy requirements,
10 including but not limited to California Assembly Bill 1584, California
11 Assembly Bill 1442, the Student Online Personal Information Protection
12 Act (SOPIPA), the Family Educational Rights and Privacy Act (FERPA),
13 the Children's Online Privacy Protection Act (COPPA), and the
14 Children's Internet Protection Act (CIPA) as applicable.

15 22.0 ORIGINALITY OF SERVICES. DISTRICT agrees that all technologies,
16 formulae, procedures, processes, methods, ideas, dialogue, prepared
17 for and submitted by SUPERINTENDENT to the DISTRICT in connection with
18 the services set forth in this AGREEMENT are wholly original to
19 SUPERINTENDENT and shall not be copied or used in whole or in part by
20 DISTRICT without SUPERINTENDENT'S express written permission.
21 DISTRICT further agrees that all writings and materials, compositions,
22 recordings, teleplays, and/or video productions prepared for, written
23 for, or otherwise submitted by SUPERINTENDENT to the DISTRICT and/or
24 used in connection with the services set forth in this AGREEMENT,
25 reflect the intellectual property of, and copyright interests held by
SUPERINTENDENT and shall not be copied or used in whole or in part by


DISTRICT without SUPERINTENDENT'S express written permission. DISTRICT shall not record, videotape and/or take pictures or screenshots without the express prior written approval by SUPERINTENDENT.

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

SCHOOL: 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: April 29, 2025

EXHIBIT "A"



Inside the Outdoors Fees for 2025/2026

Programs support the current California state standards



Field Trip Programs

Two Hour Programs	Cost Per Student to School	Full Cost Per Student*
Kindergarten - Ecosystem Extravaganza or Butterflies Shipley Nature Center or Mt. San Antonio College	\$14.00	\$27.00
First Grade - Ecosystem Extravaganza Shipley Nature Center or Mt. San Antonio College	\$14.00	\$27.00
Second Grade - Ecosystem Extravaganza Shipley Nature Center or Mt. San Antonio College	\$14.00	\$27.00
Second Grade - Wild Wetlands Upper Newport Bay - Muth Interpretive Center	\$14.00	\$27.00
Third Grade - Oaks Santiago Oaks Regional Park	\$14.00	\$27.00
Third Grade - Gabrielio Walk Shipley Nature Center or Mt. San Antonio College	\$14.00	\$27.00
Fourth Grade - Native American Program Shipley Nature Center or Mt. San Antonio College	\$14.00	\$27.00
Fourth Grade - Investigating Ecosystems Irvine Regional Park	\$14.00	\$27.00
Fifth Grade - Investigating Ecosystems Irvine Regional Park	\$14.00	\$27.00
Full Day (5.5 hour) Programs	\$38.50	\$73.00
Fourth Grade Irvine Regional Park		
Fifth Grade Crystal Cove, Irvine Regional Park	\$38.50	\$73.00
Sixth Grade - High School Site TBD	\$38.50	\$73.00

Traveling Scientist Programs

Traveling Scientist Fee

\$555.00 for up to 60 students and **\$9.25** for each additional student
(*Full cost: \$975 for up to 60 students and \$16.25 per student)

Assembly/Science and STEM Nights Fee

\$555.00 for the first assembly and **\$90.00** for each additional assembly in the same day
Amazing Animals, Rethink Resources, Renewable Resources, Science Night Booth
(*Full cost: \$975 for up to 60 students and \$16.25 per student)

Expanded Learning Fee

\$975.00 for up to 60 students and **\$16.25** for each additional student
Amazing Animals, Rethink Resources, Renewable Resources, TBD
(*Full cost: \$975 for up to 60 students and \$16.25 per student)

Traveling Scientist Programs have an additional daily mileage fee.

* District/School Cost is the portion of the fee that a participating school or district pays. The remaining portion of the fee is covered by community partners who cover a portion of the cost to help keep the fees lower for schools

Additional Grant Opportunities available: visit www.insidetheoutdoors.or or call 714.708.855



**Inside the Outdoors
Traveling Scientist Mileage Fees for 2025/2026**



\$65	\$85	\$110	\$125	\$140
Anaheim	Aliso Viejo	ABC	Alvord	Carlsbad
Buena Park	Brea-Olinda	Azuza	Central	Culver City
Fountain Valley	Capistrano	Baldwin Park	Colton	El Segundo
Garden Grove	Centralia	Bonita	El Monte	Encinitas
Huntington Beach	Cypress	Cerritos	Fontana	Hesperia
Irvine	Fullerton	Chino Valley	Glendale	Lake Elsinore
Magnolia	La Habra	Claremont	Jurupa	Lomita
Newport-Mesa	Laguna Beach	Corona-Norco	Lomita	Los Angeles
Ocean View	Laguna Niguel	Diamond Bar	Moreno Valley	Palm Springs
Orange	Los Alamitos	Glendora	Nuview	Rancho Santa Fe
Santa Ana	Lowell-Joint	Lakewood	Oceanside	Redlands
Savanna	Mission Viejo	Long Beach	Palos Verdes	San Bernardino
Tustin	Placentia-Yorba Linda	Mt. View - Ontario	Perris	Temecula
Westminster	Saddleback Valley	Norwalk-La Mirada	Rialto	Victorville
	San Clemente	Ontario-Montclair	San Marino	West LA
		Pico Rivera	San Onofre	Woodland Hills
		Pomona	South Pasadena	Yucaipa-Calimesa
		Riverside	Torrance	
		Roland	Val Verde	
		San Dimas		
		San Gabriel		
		Upland		
		Walnut Valley		
		Whittier		

*fees based on school district



Inside the Outdoors Fees for 2025/2026

Programs support the current California state standards



Virtual Programs

Pre Program/Session 30-60 minutes	Virtual Program District/School Cost*
One Session	\$ 555.00
Two Sessions	\$ 715.00
Three Sessions	\$ 875.00
Four Sessions	\$ 1035.00
Each session is for up to 35 students	

* District/School Cost is the portion of the fee that a participating school or district pays. The remaining portion of the fee is covered by community partners who cover a portion of the cost to help keep the fees lower for schools

Additional Grant Opportunities available: visit www.insidetheoutdoors.or or call 714.708.855



Orange County Department of Education
Contracts Unit – Inside the Outdoors
 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050
 Phone: 714-708-3885 Email: itocontracts@ocde.us



ADDENDUM
 Agreement for Participation
 Inside the Outdoors

Date:

To:

From: Orange County Department of Education
 Contracts Unit

Subject: **Agreement for Additional School(s) Participation in
Inside the Outdoors Field or School Programs**
Agreement Number:
Addendum Number:

The following school has registered to participate with Inside the Outdoors. In order to fulfill our legal requirements, we submit this Addendum to the Agreement referenced above. All contract provisions will apply to the additional school(s) and dates(s).

- ☐ **Please verify Programs, Participation Date(s), and Final Enrollment Numbers to avoid additional charges.**
- ☐ Sign and return this Addendum at least **14 business days** before your school(s) Program(s). To complete our Agreement please send the above address or email.

You are financially responsible for at least 90% of the listed number of students, as per terms of the signed contract. Enrollment changes must be made twenty (20) business days prior to the scheduled event.

If a school has received a grant your per student and/or mileage fees may be covered or partially covered. However, the school will be charged the full cost of the Program for all absences that fall below 90% (see online Fee Schedule for details).

To reschedule, a notice of twenty (20) business days is required and an additional \$100 fee may be charged. **Cancellations require a written notice to *Inside the Outdoors* of a minimum of twenty (20) business days prior to participation.** If an equivalent replacement cannot be found for the open date, your school will be billed ninety percent (90%) of your contracted enrollment.

The school is responsible for making transportation arrangements and paying for their buses. Decisions to cancel your Field Trip because of inclement weather must be coordinated with Inside the Outdoors.

District	School	Site/Program	Scheduled Date	Grade	Number of Students	Fee Per Student or Flat Fee	Comments

Note:

*Please refer to Section 1.2 D and Sections 6.0 and 8.0 in your Agreement for further details on enrollment charges.

Call (714) 708-3885 if you have questions. Thank you for partnering with us to nurture healthier, happier, and smarter student through their connection with nature.

I approve the addition of the above school to our Agreement with the Orange County Department of Education for participation with *Inside the Outdoors*. For reschedule and cancellation questions, please refer to the cancellation section of your Agreement.

School District

Authorized Signature

Print Name

Title

Date

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 3, 2025**

AGREEMENT WITH FILM ED FOR THE 2025-26 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 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
Michael Young, Director, Secondary Education



301 Bayview Cir. STE 104 \$240
Newport Beach, CA 92660

QUOTE#: 10259

Page: 1 of 1

Production: El Dorado, Esperanza, Valencia, Yorba Linda HS FilmEd Program

Date: May 6, 2025

Contact: Cameron Castaneda

Payment Type: Check

Description	Quantity	Rate
FilmEd Program (2025-2026 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 3, 2025**

APPROVE RENEWAL AGREEMENT WITH TURNITIN LLC FOR THE 2025-26 SCHOOL YEAR

Background

Turnitin is an online service that provides instructors with the tools to engage students in the writing process, provide personalized feedback, and assess student progress over time. Turnitin for secondary education checks for multiple forms of plagiarism, including new artificial intelligence detection features, and teaches students the value of academic integrity, proper attribution, and authentic writing.

We are renewing online access for El Dorado High School, Valencia High School, Esperanza High School, Yorba Linda High School, and Parkview/Buena Vista Virtual Academy teachers and students based on usage data. This includes access to the feedback studio, facilitating effective feedback and preventing plagiarism. This platform will help students build information literacy skills with tools that support best practices, standards-aligned writing instruction, and set up students for success. This agreement is for August 2, 2025, through May 26, 2026.

Financial Impact

Learning Recovery Emergency Block Grant funds, NTE: \$43,200

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Michael Young, Director, Secondary Education



Order Form to
Master Registration Agreement

This Order Form ("**Order Form**") is entered into between the entities specified in the table below. This Order Form is made a part of the Master Registration Agreement ("MRA"), or such other applicable agreement, between the Turnitin Contracting Party specified in the Billing and Contact Information table below ("**Turnitin**") and Placentia-Yorba Linda Unified School District ("**Customer**") governing the provision of the Services (the "**Agreement**"). This Order Form is effective as of the date the last party signs this Order Form (the "**Order Form Effective Date**"). All capitalized terms used but not defined in this Order Form have the meanings ascribed to them in the Agreement. For purposes of this Order Form, "**you**" and "**your**" refer to Customer and "**we**" and "**us**" refer to Turnitin. In the event of any conflict between the terms of the Agreement and this Order Form, the terms of this Order Form will govern.

Turnitin, LLC

2101 Webster Street
Suite 1900
Oakland CA 94612
United States

Order Form No: Q-865631-1
Date: 15-May-2025
Expires On: 26-Aug-2025

Order form for **Placentia-Yorba Linda Unified School District**

Proposed by Greg Peebles
Email: gpeebles@turnitin.com
Phone: (510) 764-7657

Customer Information	
Billing Account: Placentia-Yorba Linda Unified School District	
Billing Street: 1301 E Orangethorpe Avenue	Primary Contact: Jeremy Powell
Billing City: Placentia	Primary Contact Email: jepowell@pylud.org
Billing State/Province: CA	
Billing Zip/Postal Code: 92870	Billing Contact: Kimberly Durkin
Billing Country: United States	Email: kdurkin@pylud.org
Tax ID Number:	



1. Terms and Conditions.

1.1 Use of Products and Services. You acknowledge and agree that our provision and your use of the Products and Services provided hereunder are governed by the terms of the Agreement, available at www.turnitin.com/mra the DPA, available at www.turnitin.com/dpa the Service Terms, available at www.turnitin.com/service-terms and the Turnitin Policies.

2. Training

2.1 On-site or online trainings must be completed within twelve (12) months of the start of Turnitin/iThenticate service, or the expiration of the Term in which Training was licensed whichever is earlier ("Training Term Expiry").

[Training Terms and Conditions](#)

3. Term and Termination

3.1 Term. The term of each Product or Service provided hereunder is specified in the Services and Fees table below:
3.2 Renewal. This Order Form (including your license(s) to the Products/Services provided pursuant to this Order Form) will automatically renew as set forth in Section 19.1.1 of the MRA.

Product Name	License Type	Service Start Date	Service End Date	Quantity	Amount
Turnitin Feedback Studio	Enterprise	27-Aug-2025	26-Aug-2026	1	USD 35,503.00
Turnitin Originality	Enterprise	27-Aug-2025	26-Aug-2026	1	USD 7,608.00
Net Total:					USD 43,111.00
Gross Total:					USD 43,111.00

Product Descriptions

Turnitin Feedback Studio	Check for similarity and streamline feedback and grading essays
Turnitin Originality	Comprehensive protection against academic misconduct including emerging challenges such as AI writing & contract cheating.

4. Fees; Payment Terms.

4.1 Invoices. You will pay the total amount due within Net 30 days of receipt of an invoice. Payments not received within Net 30 days may accrue a late fee ("**Late Fee**") of two percent (2%) of the total amount due under the invoice per month up to (i) ten percent (10%) of the total amount due or (ii) the maximum Late Fee percentage permitted under Applicable Law, whichever is less. The billing method you have selected is Service Start: the invoice will be issued in full on the first day of service. In connection with this Order Form, Turnitin will submit invoices to Customer in accordance with the billing method selected and will direct such invoices to Customer via the contact information provided in the Billing and Contact Information table above. Payment instructions will be supplied on the invoices that are generated from the order.

4.2 Indirect Taxes. All fees payable by you are exclusive of Indirect Taxes, except where Applicable Law requires otherwise. We may charge and you will pay applicable Indirect Taxes that we are legally obligated or authorized to collect from you. You will provide such information to us as reasonably required to determine whether we are obligated to collect Indirect Taxes from you. We will not collect, and you will not pay, any Indirect Tax for which you furnish us a properly completed exemption certificate or a direct payment permit certificate for which we can claim an available exemption from such Indirect Tax. If you possess a valid exemption certificate from certain taxes, please email such certificate to us at ar@turnitin.com.

4.3 Disputes. In the event of any dispute or discrepancy regarding any invoice, Customer shall notify the Turnitin Engagement Manager at ar@turnitin.com within ten (10) days of receipt of the invoice. Failure to do so will constitute acceptance of the invoice as accurate and due for payment.

- 4.4 Purchase Order Instructions. If you require a purchase order to submit payment, please follow the below guidance.
- 1. Please make your purchase order payable to Turnitin, LLC
 - 2. Your institution name and address must be on the purchase order
 - 3. The payment on the purchase order must indicate it is in USD and must equal the USD 43,111.00 amount of the order form
 - 4. Orders cannot be processed from a Purchase Order alone, a signed Order Form must also be provided.
 - 5. Email the purchase order and Order Form to the respective Turnitin representative listed above or orders@turnitin.com

Signed Order Form Instructions

Please check the details at the top of page one. If any of them are blank or incorrect please amend below.	
Billing Address	
Billing Contact	
Billing Email (General billing email preferred)	
Tax ID Number	

Signature Section

IN WITNESS WHEREOF, the parties have executed this Order Form as of the Order Form Effective Date:

Customer	Turnitin
Placentia-Yorba Linda Unified School District	Turnitin, LLC
Signature	Signature
Printed Name	Printed Name
Printed Title	Printed Title
Date	Date

**RENEWAL AGREEMENT WITH EXPLORELEARNING LLC FOR GIZMOS FOR THE 2025-26
SCHOOL YEAR**

Background

ExploreLearning, LLC's Gizmos program provides a library of over 500 interactive math and science virtual labs and simulations in order to provide an inquiry-based approach to building conceptual understanding. Gizmos uses an inquiry-based approach to learning, validated by extensive research as a highly effective way to build conceptual understanding in math and science. Gizmos earned the Digital Promise Research-Based Design Product Certification, which recognizes products that center empirical research on learning in their design. The result is that rigorous independent efficacy studies show that the use of Gizmos' math and science simulations drives increases in student classroom engagement, content knowledge, scientific skills, and standardized test scores.

ExploreLearning, LLC will provide access to all secondary math and science teachers in the Placentia-Yorba Linda Unified School District to Gizmos, the online platform for interactive labs as well as to related professional development.

Financial Impact

Learning Recovery Emergency Block Grant funds, NTE: \$66,627

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Michael Young, Director, Secondary Education

**PROPOSAL**

ExploreLearning Gizmos

For: Placentia Yorba Linda USD

Presented to: Cameron Castaneda, K-12 Curriculum/Instruction Director**By:** Jennifer Kendrick**Proposal Expires on:** August 31, 2025

Quantity	Unit	Product	Months	Total
11,040	Students	District Gizmos Site License	12	\$78,384.00
3	Sessions	Included onsite training (up to 6 hours per day) for up to 25 participants.	12	\$0.00

Subtotal: \$78,384.00

Discount: (\$11,757.53)

Total: \$66,626.47

Multi-year Discounts		Savings of
3 YEARS	\$179,891.47	\$19,987.94
2 YEARS	\$126,590.29	\$6,662.65

This proposal presented on April 16, 2025 is made on behalf of ExploreLearning, LLC (FEIN 38-3942548).

Prices contained herein do not include applicable state and local sales taxes. Sales tax may be adjusted at the time of invoicing. Pricing information made herein is strictly confidential and is supplied on the understanding that it will be held confidential and not disclosed to third parties without the prior written consent of ExploreLearning.

Acceptance

All ExploreLearning subscriptions and/or services are offered subject to ExploreLearning's standard license and terms of use and privacy policy (the "License Terms"), available on the product log in pages as supplemented by the terms of the applicable proposal - and ExploreLearning's [K-12 processing](https://web.explorelearning.com/k12processing/) (<https://web.explorelearning.com/k12processing/>). By placing an order, customer confirms its acceptance of the License Terms, as well as the fees in the proposal, which together with the awarded proposal and/or any other associated agreement entered into by ExploreLearning and customer regarding the subscriptions, products and services, constitute the entire agreement between customer and ExploreLearning regarding such subscriptions, products, and services (the "Agreement") and provides its authorization to ExploreLearning's K-12 processing as described. Customer and ExploreLearning agree that the terms and conditions of the Agreement supersede any additional or inconsistent terms or provision in any customer drafted purchase order, or any communications, whether written or oral, between customer and ExploreLearning relating to the subject matter hereof, which shall be of no effect. In the event of any conflict, the terms of the Agreement shall govern.

Next Steps

PLEASE NOTE THE QUOTE NUMBER (#Q-347356) MUST APPEAR ON PURCHASE ORDER(S) IN ORDER TO PROCESS.

If applicable, please include your certificate of tax-exempt status with your purchase order. Purchase Orders may be sent to ExploreLearning Orders via one of the following methods:

Email to: sales@explorelearning.com, please CC jennifer.kendrick@explorelearning.com to streamline processing

Fax to: 434-220-1484

Mail to: 110 Avon Street, Suite 300, Charlottesville, VA 22902

You may also contact Jennifer Kendrick at 866-882-4141, ext. 276 or jennifer.kendrick@explorellearning.com for more information on any aspect of this proposal (#Q-347356).



Implementation Questionnaire

To ensure the effective implementation of ExploreLearning products in your school or district, please provide us with the following:

CONTACT

Who is the primary contact to coordinate professional development for your school or district? Please provide the following for that contact:

Name: _____

Title: _____

Email: _____

Phone: _____

WORKSHOP DETAILS

Provide us some details for your workshop(s):

of Teachers: _____

of Teachers who
are new to the
product: _____

of Teachers who
are experienced
with the product: _____

TECHNOLOGY

Please provide a description of the types of technology your teachers and students will be using to implement ExploreLearning products:

Technology / Devices: _____

Additional Notes

Your implementation manager will be in touch with your PD contact via email to schedule your professional development workshop(s). We look forward to working with your teachers!

Professional development workshops are only scheduled for dates after the start of your subscription.

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 3, 2025**

**TK-12 EDUCATORS ARTIFICIAL INTELLIGENCE PROFESSIONAL DEVELOPMENT
PARTNERSHIP WITH ORANGE COUNTY DEPARTMENT OF EDUCATION FOR SUMMER
INSTITUTE 2025**

Background

In partnership with the Orange County Department of Education (OCDE), the Summer Institute for elementary and secondary teachers will provide optional professional development on artificial intelligence during the weeks of June 16-20 and August 18-20, 2025.

As part of the next phase of our artificial intelligence professional development for teachers and alignment with the “Advancing Artificial Intelligence Education for American Youth” Executive Order issued on April 23, 2025, a new addition to the Summer Institute catalog is an optional three-hour training session on artificial intelligence. Teachers will have the opportunity to learn about: the use of artificial intelligence tools to support student achievement by providing an overview of the different types and capacity of artificial intelligence tools, best practices for using artificial intelligence to support lesson planning for differentiation, and an overview of instructional strategies that allow students to use artificial intelligence in their learning.

Financial Impact

K12 Strong Workforce Program grant funds, NTE: \$2,045
Title IV, NTE: \$1,705

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Dr. Will Gray, Executive Director, College and Career Readiness
Jose Cabrera, Assistant Director, State and Federal Programs



**ORANGE COUNTY DEPARTMENT OF EDUCATION
EDUCATIONAL SERVICES DIVISION
SERVICES PROPOSAL**

**ORANGE COUNTY
DEPARTMENT
OF EDUCATION**

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

(714) 966-4000

FAX (714) 432-1916

www.ocde.us

STEFAN BEAN, Ed.D.
County Superintendent
of Schools

**ORANGE COUNTY
BOARD OF EDUCATION**

MARI BARKE

TIM SHAW

LISA SPARKS, Ph.D.

JORGE VALDES, Esq.

KEN L. WILLIAMS, D.O.

TO: William Gray
Executive Director, College & Career Readiness
Placentia-Yorba Linda Unified School District
(714) 985-8756
wgray@pylUSD.org

FROM: Wes Kriesel
AI Education Lead
Orange County Department of Education
wkriesel@ocde.us

DATE: May 19, 2025

PURPOSE: Provide Placentia-Yorba Linda Unified School District teachers and administrators with hands-on professional development to explore the integration of generative AI tools into classroom instruction and school operations. This experience will enhance educator efficiency, student engagement, and innovation through responsible AI use.

AUDIENCE: Teachers, TOSAs, site administrators, and district leaders

NUMBER: Up to 40 participants per session

NUMBER OF DAYS: 6 Total Days – 3 non-fee-based days and 3 fee-based days

LCAP PRIORITIES ADDRESSED:

- Implementation of state standards and frameworks
- Increase student achievement
- Professional Development
- Innovation in Learning

PROPOSED TRAINING DATES –

June 16, 2025 (full day; non-fee-based)	August 18, 2025 (full day; fee-based)
June 17, 2025 (full day; non-fee-based)	August 19, 2025 (full day; fee-based)
June 18, 2025 (full day; non-fee-based)	August 20, 2025 (half day; fee-based)



ORANGE COUNTY DEPARTMENT OF EDUCATION EDUCATIONAL SERVICES DIVISION SERVICES PROPOSAL

ORANGE COUNTY DEPARTMENT OF EDUCATION

200 KALMUS DRIVE
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FAX (714) 432-1916

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STEFAN BEAN, Ed.D.
County Superintendent
of Schools

ORANGE COUNTY BOARD OF EDUCATION

MARI BARKE

TIM SHAW

LISA SPARKS, Ph.D.

JORGE VALDES, Esq.

KEN L. WILLIAMS, D.O.

LOCATION: Placentia-Yorba Linda Unified School District Site(s) – TBD

GOALS:

- Increase teacher efficiency and instructional impact through AI-powered tools.
- Equip educators and leaders with the skills to integrate AI into lesson design, communication, and data tasks.
- Foster collaboration across schools through shared use of generative AI tools.
- Promote a forward-thinking culture of innovation and problem-solving using ethical AI practices.

EXPECTED MEASURABLE OUTCOMES:

- Improved teacher efficiency in planning, feedback, and communication.
- Increased confidence and skill in using AI tools like ChatGPT and Gemini in education.
- Development of site-based strategies for AI-enhanced instruction and school operations.
- Clear articulation of next steps for sustained, district-wide AI integration.

RESEARCH BASE:

Generative AI can streamline lesson planning, feedback, communication, and data management – freeing educators for higher-value teaching tasks. Equipping staff with these tools fosters innovation, supports differentiated instruction, and builds system-wide capacity for effective technology use. As AI transforms every industry, preparing educators to use it wisely is both timely and essential.

DETAILS:

- Hands-on sessions using AI platforms (ChatGPT, Gemini, Diffit, Eduaide, and more).
- Classroom-tested use cases: lesson design, student support, data analysis, and family communication.
- Breakouts by role (e.g., admin, teacher, SPED, multilingual learners).
- Collaborative planning time and access to curated resources.
- Ethical and equity-focused AI integration practices.
- Optional follow-up support and site-based coaching.

ESTIMATED COSTS:

- 2 full days @ \$1,500/day = \$3,000
- 1 half day @ \$750 = \$750



**ORANGE COUNTY DEPARTMENT OF EDUCATION
EDUCATIONAL SERVICES DIVISION
SERVICES PROPOSAL**

**ORANGE COUNTY
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(714) 966-4000

FAX (714) 432-1916

www.ocde.us

STEFAN BEAN, Ed.D.
**County Superintendent
of Schools**

Total Estimated Cost: \$3,750

For Client Use:

When this proposal is accepted, OCDE will draw up a contract for services.

- PROPOSAL ACCEPTED

Authorized Signature

Date

**ORANGE COUNTY
BOARD OF EDUCATION**

MARI BARKE

TIM SHAW

LISA SPARKS, Ph.D.

JORGE VALDES, Esq.

KEN L. WILLIAMS, D.O.

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 3, 2025**

**AGREEMENT WITH GOGUARDIAN FOR PEAR ASSESSMENT ENTERPRISE STUDENT
LICENSES FOR GRADES 3-12**

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 then subsequently used its robust data-analysis tools to analyze student achievement and make data-informed adjustments to their instruction. This is a renewal of this software platform that includes licenses for grades 3-12 students and teachers. The quote is for 18,180 licenses for the 2025-26 school year.

Financial Impact

Learning Recovery Emergency Block Grant, NTE: \$81,810

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Dr. William Gray, Executive Director, College and Career Readiness
Dr. Liz Leon, Executive Director, Elementary Education

ORDER FORM

QUOTE # Q-471238
DATE 5/6/2025
EXPIRATION DATE 9/14/2025



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

Liminex, Inc.

dba GoGuardian and Pear Deck Learning
2030 E Maple Avenue Suite 100
El Segundo, California 90245
United States

Thank you for your interest in our products! This order form ("**Order Form**") identifies the Liminex 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**") and Pear Deck Learning ("**Pear Deck Learning**") on behalf of itself and its family of company Affiliates and products including Pear Deck, Inc. ("**Pear Deck**"), Snapwiz, Inc. referred to herein as "**Pear Assessment**", Zorro Holdco LLC referred to herein as "**Pear Deck Tutor**", and Pear Practice ("**Pear Practice**") (together, "**Liminex**", "**we**", "**us**", "**our**"), 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> and <https://www.peardeck.com/policies/product-terms-and-end-user-license-agreement> (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 with Video Quiz and AI Capabilities	8/16/2025	8/15/2026	\$4.50	\$81,810.00

TOTAL (USD): \$81,810.00

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 Liminex 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**."

AZ/HI/SC/WA Customers: Sales tax will be added to the Fees quoted above.

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-471238
DATE 5/6/2025
EXPIRATION DATE 9/14/2025



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 Liminex 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 School 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-471238
DATE 5/6/2025
EXPIRATION DATE 9/14/2025



SUPPORT RESPONSE TIME

Liminex will use commercially reasonable efforts to respond to customer support requests via emails, telephone, or online help desk, within the following time frame during our support hours between 8 a.m to 8 p.m Eastern Time, Monday through Friday, excluding public holidays.

Services Package	Average Response Time
Boost	2 business hours
Accelerate	2 business hours
Launch	4 business hours
Sustain	4 business hours

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: _____

ORDER FORM

QUOTE # Q-471238
DATE 5/6/2025
EXPIRATION DATE 9/14/2025



Accounts Payable Name:

Accounts Payable Email:

PO Number (Optional):

Additional Notes (requests
for delayed invoicing, etc.):

RENEWAL AGREEMENT WITH CENGAGE LEARNING FOR CENTURY 21 ACCOUNTING

Background

Century 21 Accounting: Multicolumn Journal and *Century 21 Accounting: Advanced* are educational textbooks designed to teach high school students essential accounting principles and practices. *Multicolumn Journal* introduces students to foundational accounting concepts using a multicolumn journal format, helping them develop basic bookkeeping and financial recording skills. *Advanced* builds on that foundation with more complex topics like corporate accounting, departmentalized accounting, and managerial decision-making. Together, these resources offer hands-on practice, real-world applications, and technology integration, enabling students to gain practical skills and confidence in financial management, which are valuable for both academic and career success in business and accounting fields. This is a one-year renewal for the Financial Services Pathway at Valencia High School for the 2025-26 school year.

Financial Impact

Career Technical Education Incentive Grant, NTE: \$12,623

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Dr. Will Gray, Executive Director, College and Career Readiness
Chris Herzfeld, Principal, Valencia High School

Created Date 5/13/2025
Expiration Date 10/5/2025

Quote Number 00073507

Prepared By:
Samantha Myers
samantha.myers@cengage.com

Presented To:
Tage Peterson
tpeterson@pylud.org

Bill To:
Placentia-Yorba Linda Unified School District
1301 East Orangethorpe Avenue
Placentia, California 92870
United States

Ship To:
VALENCIA HIGH SCHOOL
1301 E ORANGETHORPE AVE
PLACENTIA, California 92870
United States

Product	ISBN	Quantity	Sales Price	Total Price
MindTap Century 21 Accounting: Multicolumn Journal, 11th Edition (K12 Instant Access)	9781337565479	180.00	USD 45.00	USD 8,100.00
MindTap Century 21® Accounting Advanced(K12 Instant Access)	9781337799652	75.00	USD 45.00	USD 3,375.00

Sub Total	USD 11,475.00
Total Price	USD 11,475.00
Processing Fee	USD 1,147.50
Grand Total	USD 12,622.50
Total Savings	USD 0.00

Accept Quote

Order Creation Link <https://cengageorg.my.site.com/Service/s/k12-order?orderId=00073507>

Terms & Conditions

This quote shall be deemed accepted by Customer upon Cengage receiving (i) any written confirmation indicating acceptance, or (ii) a Customer purchase order. Any terms or conditions contained in any written confirmation or Customer purchase order will have no force and effect and will not amend or modify this quote. Once confirmed, an invoice will be sent on the start date of Customer purchase. Notwithstanding anything in the Terms (defined below), invoices are due and payable within thirty (30) days from receipt of the applicable invoice. This quote shall be governed by the terms and conditions for Products and/or Offerings found at <https://cengage.widen.net/s/glsqhrqfbt/ngl-online-sales-terms--jan-2025> (the "Terms"), except (i) where Customer has a written sales agreement executed by Cengage for the Products and/or Offerings referenced herein, in which case such written sales agreement will govern, or (ii) as otherwise set forth herein.

If Customer wishes to negotiate terms, please reach out to Cengage to obtain the proper agreement. 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.

Additional Information

Comments

Processing Fee – Similar to a handling fee for print products, the Processing Fee covers the costs of safely and efficiently onboarding K-12 students into our digital product whether through rostering, LMS integration, Google Classroom integration, self-registration or code-delivery.

Specifically, the fee covers the careful handling of data to ensure privacy and accuracy along with the updating and handling of onboarding systems.

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 3, 2025**

**AGREEMENT WITH UNIVERSITY TRAINING CENTER, INC TO PROVIDE ANNUAL CPR
AED FIRST AID AND WATER SAFETY TRAINING FOR PYLUSD COACHES**

Background

Universal Training Center is a returning vendor and currently provides CPR/AED, first aid, and water safety training for PYLUSD coaches. Five training sessions will be offered during the 2025-26 school year in July, October, January, March, and May to ensure that each of our coaches has current certifications.

Financial Impact

General Fund, NTE: \$10,000

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Dr. Taylor Holloway, Assistant Director, Athletics and Activities

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

THIS AGREEMENT is made and entered into this 20 day of May, 2025, by and between University Training Center 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)
CPR/First Aid Training and Pool Safety Sessions for Coaches
2. The Consultant/Contractor will commence providing services under this **AGREEMENT** on July 1, 2025, and will diligently perform as required and complete performance by June 30, 2026. The Consultant/Contractor will perform said services as an independent Consultant/Contractor and not as an employee of the District. Consultant/Contractor shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.
3. The District will prepare and furnish to the Consultant/Contractor upon request such information as is reasonably necessary to the performance of this **AGREEMENT**.
4. The District shall pay the Consultant/Contractor the total amount of \$10,000 NTE 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: University Training Center Inc
Is individual retired from Cal STRS: Yes ☐ No ☒
from CalPERS: Yes ☐ No ☒ If yes, date retired: _____
Signature: Robert Ann Lacombe
Phone #: (949) 251-9085
Fax #: 0
Date: 5-21-2025
Social Security/Tax ID: 33-0404655

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 RAC.

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 RAC.

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 RAC.

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 RAC.
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, including, but not limited to, Government Code Section 12940, et seq.

From: Ann Lipscomb
(949) 251-9085

UNIVERSITY TRAINING CENTER, INC.

19742 MacArthur Blvd., Suite 150
Irvine, CA 92612
(949) 251-9085

www.cprutc.com / universitytrainingcpr@gmail.com
FEDERAL I.D. TAX NUMBER 33-0404655

INVOICE

Invoice Number: 9335

CPR & FIRST AID

(949) 251-9085
University Training Center
19742 MacArthur Blvd. #150, Irvine, CA 92612
WWW.CPRUTC.COM

CLIENT INFORMATION

Name: PYLUSS Coaches

Mailing Address: 1301 E Orangethorpe Ave
Placentia CA 92870

Contact Person: Sue Puch HR Phone Number: (714) 985-8650 x 82479
Debbie Ortiz Ed Services (714) 986-7404 x 22151

CLASS INFORMATION

Date of Training: July 16-2025 Type of Class: 2yr BLS 8" Infant-Child-Adult CPR/AED
2yr Standard First Aid

Time of Class: 6-9pm Number of Participants: 10 Minimum \$75/Person
Combo CPR/SFA

Balance Due: \$75 X 10 Minimum + Travel Number of Passes Enclosed: 0
(750 + 100 = \$850 Minimum) Travel \$100

CLASSES ON LOCATION ARE BILLED FOR A 10 PERSON MINIMUM. If less than 10 people participate, a pass for each person who was unable to attend will be mailed to you. The pass may be used at the UTC Center. Passes never expire.

PAYMENT INFORMATION

Please Make Check Payable to: UTC, INC.

Mail Payments To:
University Training Center, Inc.
19742 MacArthur Blvd., Suite 150
Irvine, CA 92612

From: Ann Lipscomb
(949) 251-9085

UNIVERSITY TRAINING CENTER, INC.

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Irvine, CA 92612
(949) 251-9085

www.cprutc.com / universitytrainingcpr@gmail.com
FEDERAL I.D. TAX NUMBER 33-0404655

INVOICE

Invoice Number: 9336

CPR & FIRST AID
(949) 251-9085

University Training Center
19742 MacArthur Blvd. #150, Irvine, CA 92612
WWW.CPRUTC.COM

CLIENT INFORMATION

Name: PYLUSS Coaches
Mailing Address: 1301 E Orangethorpe Ave
Placentia CA 92870
Contact Person: Sue Puch HR Phone Number: (714) 985-8650 x 82479
Debbie Ortiz Ed Services (714) 986-7404 x 22151

CLASS INFORMATION

Date of Training: Oct 15-2025 Type of Class: 2yr BLS 8" Infant-Child-Adult CPR/AE
2yr Standard First Aid
Time of Class: 6-9pm Number of Participants: 10 Minimum \$75/Person
Combo CPR/SFA
Balance Due: \$75 X 10 Minimum + Travel Number of Passes Enclosed: 0
(750 + 100 = \$850 Minimum) Travel \$100

CLASSES ON LOCATION ARE BILLED FOR A 10 PERSON MINIMUM. If less than 10 people participate, a pass for each person who was unable to attend will be mailed to you. The pass may be used at the UTC Center. Passes never expire.

PAYMENT INFORMATION

Please Make Check Payable to: UTC, INC.

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University Training Center, Inc.
19742 MacArthur Blvd., Suite 150
Irvine, CA 92612

From: Ann Lipscomb
(949) 251-9085

UNIVERSITY TRAINING CENTER, INC.

19742 MacArthur Blvd., Suite 150
Irvine, CA 92612
(949) 251-9085

www.cprutc.com / universitytrainingcpr@gmail.com
FEDERAL I.D. TAX NUMBER 33-0404655

INVOICE

Invoice Number: 9337

CPR & FIRST AID

(949) 251-9085
University Training Center
19742 MacArthur Blvd. #150, Irvine, CA 92612
WWW.CPRUTC.COM

CLIENT INFORMATION

Name: P4LUSD Coaches
Mailing Address: 1301 E Orangethorpe Ave
Placentia CA 92870
Contact Person: Sur Puch HR Phone Number (714) 985-8650 x 82479
Debbie Ortiz Ed Services (714) 986-7404 x 22151

CLASS INFORMATION

Date of Training: Jan 14-2026 Type of Class: 2yr BLS B Infant-Child-Adult CPR/AE
2yr Standard First Aid
Time of Class: 6-9pm Number of Participants: 10 Minimum \$75/PERSON
Combo CPR/SFA
Balance Due: \$75 X 10 Minimum + Travel Number of Passes Enclosed: 0
(750 + 100 = \$850 Minimum) Travel \$100

CLASSES ON LOCATION ARE BILLED FOR A 10 PERSON MINIMUM. If less than 10 people participate, a pass for each person who was unable to attend will be mailed to you. The pass may be used at the UTC Center. Passes never expire.

PAYMENT INFORMATION

Please Make Check Payable to: UTC, INC.

Mail Payments To:
University Training Center, Inc.
19742 MacArthur Blvd., Suite 150
Irvine, CA 92612

From: Ann Lipscomb
(949) 251-9085

UNIVERSITY TRAINING CENTER, INC.

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(949) 251-9085

www.cprutc.com / universitytrainingcpr@gmail.com
FEDERAL I.D. TAX NUMBER 33-0404655

INVOICE

Invoice Number: 9338

CPR & FIRST AID

(949) 251-9085
University Training Center
19742 MacArthur Blvd. #150, Irvine, CA 92612
WWW.CPRUTC.COM

CLIENT INFORMATION

Name: PYLUSS Coaches
Mailing Address: 1301 E Orangethorpe Ave
Placentia CA 92870
Contact Person: Sur Puch HR Phone Number (714) 985-8650 x 82479
Debbie Ortiz Ed Services (714) 986-7404 x 22151

CLASS INFORMATION

Date of Training: March 18-2026 Type of Class: 2yr BLS 8" Infant-Child-Adult CPR/AE
2yr Standard First Aid
Time of Class: 6-9pm Number of Participants: 10 Minimum \$75/Person
Combo CPR/SFA
Balance Due: \$75 X 10 Minimum + Travel Number of Passes Enclosed: 0
(750 + 100 = \$850 Minimum) Travel \$100

CLASSES ON LOCATION ARE BILLED FOR A 10 PERSON MINIMUM. If less than 10 people participate, a pass for each person who was unable to attend will be mailed to you. The pass may be used at the UTC Center. Passes never expire.

PAYMENT INFORMATION

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19742 MacArthur Blvd., Suite 150
Irvine, CA 92612

From: Ann Lipscomb
(949) 251-9085

UNIVERSITY TRAINING CENTER, INC.

19742 MacArthur Blvd., Suite 150
Irvine, CA 92612
(949) 251-9085

www.cprutc.com / universitytrainingcpr@gmail.com
FEDERAL I.D. TAX NUMBER 33-0404655

INVOICE

Invoice Number: 9339

CPR & FIRST AID

(949) 251-9085
University Training Center
19742 MacArthur Blvd. #150, Irvine, CA 92612
WWW.CPRUTC.COM

CLIENT INFORMATION

Name:

PYLUSS Coaches

Mailing Address:

1301 E Orangethorpe Ave

Placentia CA 92870

Contact Person:

Joe Puch HR

Phone Number

(714) 985-8650 x 82479

Debbie Ortiz Ed Services

(714) 986-7404 x 22151

CLASS INFORMATION

Date of Training:

May 13-2026

Type of Class:

2yr BLS B Infant-Child-Adult CPR/AE
2yr Standard First Aid

Time of Class:

6-9pm

Number of Participants:

10 Minimum \$75/Person
Combo CPR/SFA

Balance Due:

\$75 X 10 Minimum + Travel
(750 + 100 = \$850 Minimum)

Number of Passes Enclosed:

0
Travel \$100

CLASSES ON LOCATION ARE BILLED FOR A 10 PERSON MINIMUM. If less than 10 people participate, a pass for each person who was unable to attend will be mailed to you. The pass may be used at the UTC Center. Passes never expire.

PAYMENT INFORMATION

Please Make Check Payable to: UTC, INC.

Mail Payments To:

University Training Center, Inc.
19742 MacArthur Blvd., Suite 150
Irvine, CA 92612

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 3, 2025**

**RATIFY THE SCHOOL-SPONSORED EXTENDED FIELD TRIP: YORBA LINDA HIGH SCHOOL CIF
STATE TRACK MEET IN CLOVIS, CALIFORNIA**

Background

The Yorba Linda High School Track and Field team requests ratification for attendance at the CIF State Track Meet, which was held May 30-31, 2025, at Buchanan High School in Clovis, California. One student qualified and was accompanied by two parent chaperones and two coaches who attended this event. Accommodations for the group were at the Summerfield Inn Express in Clovis, California. The student traveled in a parent-driven vehicle. One school day was missed.

Participation in the CIF State Track Meet provides the athlete an opportunity to win a state championship and represent the district as an athlete committed to sportsmanship and high-level challenges.

Financial Impact

No cost to the district

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Dr. Taylor Holloway, Assistant Director, Athletics and Activities
Bird Potter, Principal, Yorba Linda High School

**YORBA LINDA HIGH SCHOOL
MEN'S CIF TRACK AND FIELD STATE CHAMPIONSHIPS
Buchanan High School, Fresno, CA
May 29 – June 1, 2025**

Itinerary

Thursday, May 29

3:00 p.m.	Met at Yorba Linda High School/Coaches drove themselves and parents drove athlete/Met with athlete, chaperones, coaches/Reviewed policies/Behavioral Expectations/School's Code of Conduct/Left Yorba Linda HS/Transportation provided by parents/Dinner along the way
8:00 p.m.	Arrived in Fresno/Checked into Summerfield Inn
9:00 p.m.	Team Meeting
10:00 p.m.	Lights out

Friday, May 30

7:30 a.m.	Wake-up call/Breakfast
9:00 a.m.	Coaches and athlete left for State Competition at Buchanan High School/Parents driving students
11:00 a.m.	Arrived at Buchanan High School for warm-ups and practice
1:00 p.m.	Lunch
2:00 p.m.	Returned to Summerfield Inn to rest for competition/Parents drove athlete
5:00 p.m.	Dinner
6:30 p.m.	Returned to Buchanan High School for start of State Prelims
8:00 p.m. – 9:30 p.m.	Competition
9:30 p.m.	Returned to Summerfield Inn/Lights Out

Saturday, May 31

7:30 a.m.	Wake-up call/Breakfast/Rest for competition
12:00 p.m.	Left for Buchanan High School/Parents drove athlete/Practice
1:00 p.m.	Lunch
2:00 p.m. – 8:00 p.m.	Competition/Dinner/Finals
9:00 p.m.	Returned to Summerfield Inn/Parents drove athlete
10:00 p.m.	Lights out

Sunday, June 1

7:30 a.m.	Wake-up call/Breakfast
8:00 a.m.	Checked out of Summerfield Inn/Departed for Yorba Linda High School/Parents drove athlete
1:00 p.m.	Arrived back at Yorba Linda High School/Parents drove their athlete home

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 3, 2025**

**RATIFY THE SCHOOL-SPONSORED EXTENDED FIELD TRIP: EL DORADO HIGH SCHOOL CIF
STATE TRACK MEET IN CLOVIS, CALIFORNIA**

Background

The El Dorado High School Track and Field team requests ratification for attendance at the CIF State Track Meet, which was held May 30-31, 2025, at Buchanan High School in Clovis, California. One student, one parent chaperone, and two coaches attended this event. Accommodations for the group were at the Holiday Inn Express & Suites in Clovis, California. The student traveled in a parent-driven vehicle. One school day was missed.

Participation in the CIF State Track Meet provides the athlete with an opportunity to win a state championship and represent the district as an athlete committed to sportsmanship and high-level challenges.

Financial Impact

No cost to the district

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Dr. Taylor Holloway, Assistant Director, Athletics
Dave Okamoto, Principal, El Dorado High School

**CIF STATE TRACK MEET
Clovis, California
May 30-31, 2025**

Itinerary

Friday, May 30

1:00 p.m.	Meet at event with advisors/chaperones and student to review policies, behavioral expectations, and school's code of conduct
1:45 p.m.	Check in for event
3:00 p.m.	Event begins
6:00 p.m.	Event ends
6:30 p.m.	Dinner
7:30 p.m.	Team meeting
8:30 p.m.	Return to hotel by parent-driven vehicle
10:00 p.m.	Lights out

Saturday, May 31

8:00 a.m.	Breakfast
11:00 a.m.	Check out, depart to event by parent-driven vehicle
12:00 p.m.	Lunch
2:00 p.m.	Check in for event
3:30 p.m.	Event begins
7:00 p.m.	Event ends
7:30 p.m.	Depart event, parent drives student home

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 3, 2025**

**SCHOOL-SPONSORED EXTENDED FIELD TRIP: YORBA LINDA HIGH SCHOOL 2025-2026
ASB SUMMER LEADERSHIP CAMP AT CAMP LA VERNE**

Background

The Yorba Linda High School 2025-26 ASB class is requesting permission for forty students, three adult chaperones, and the activities director to attend the leadership camp at Camp Laverne in Angelus Oaks, California on June 19-20, 2025. Transportation for the students and chaperones will be through district buses. Students will be staying in six-person cabins. Students will not miss any school days.

The Yorba Linda 2025-26 leadership class will use this two-day camp to plan out the calendar for the Yorba Linda school year. They will bond as a class and plan out our mission and vision for what they would like to see at Yorba Linda in the upcoming year.

Financial Impact

No cost to the district

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Mike Young, Director, Secondary Education
Dr. Bird Potter, Principal, Yorba Linda High School

**YORBA LINDA HIGH SCHOOL
ASB LEADERSHIP CAMP
Angelus Oaks, CA
June 19-20, 2025**

Itinerary

Thursday, June 19

7:30 a.m.	Students meet at Yorba Linda High School with teacher and chaperones to review policies, behavioral expectations, and Yorba Linda High School's code of conduct.
8:00 a.m.	Depart for Camp La Verne on district buses
10:00 a.m.	Arrive at Camp La Verne
10:10 a.m.	Set up camp/team-building activities
11:30 a.m.	Lunch
12:30 p.m.	Team-building activities/hike
2:30 p.m.	Snack
2:50 p.m.	ASB Constitutional review/year activities assigned
6:00 p.m.	Dinner
7:00 p.m.	Meeting of job responsibilities/planning
9:00 p.m.	S'mores
10:00 p.m.	Lights Out

Friday, June 20

7:00 a.m.	Breakfast (cook/eat/cleanup)
9:30 a.m.	Team-building activities and volleyball
11:30 a.m.	Lunch
12:30 p.m.	Calendar planning and year-to-do lists.
2:30 p.m.	Self-reflection/goals for the year
3:30 p.m.	Camp cleanup/give back to camp
4:00 p.m.	Pack up camp
4:15 p.m.	Letters to self
4:45 p.m.	Snack
5:00 p.m.	Depart camp on district bus
7:00 p.m.	Arrive at Yorba Linda High School for parent pickup

ACCEPT GIFTS FROM DISTRICT COMMUNITY MEMBERS AND GROUPS

Background

The district's community members and groups donate gifts to various schools to help provide materials, supplies, and an array of enrichment opportunities to expand their educational experience. Gifts must be listed and accepted by the Board to be in compliance with Education Code Section 41032. The Superintendent will send letters of appreciation to donors on behalf of the Board of Education.

The district's community members and groups have donated the following monetary gifts to the following sites:

- Bryant Ranch Elementary School: Bryant Ranch PTA donated books already in circulation to add to the school library.
- Bryant Ranch Elementary School: Bryant Ranch PTA donated two (2) checks for \$5,307.46 for field trips, transportation, AVID, and Tuesday envelopes.
- Glenknoll Elementary School: Edwards Lifesciences Foundation donated one (1) check for \$100 for instructional supplies.
- Glenknoll Elementary School: Glenknoll PTA donated one (1) check for \$163.10 for library books that are already in circulation.
- Glenview Elementary School: Glenview PTA donated one (1) check for \$3,300 for extra teacher hours for the yearbook committee.
- Golden Elementary School: American Charities donated one (1) check for \$50 for office supplies.
- Golden Elementary School: Golden Elementary PTA donated nine (9) checks for \$76,158.54 for science camp, assemblies, field trips, playground equipment, tables, paper cutter, and office supplies.
- Lakeview Elementary School: The American Heart Association donated one (1) check for \$350 for PE equipment and supplies.
- Linda Vista Elementary School: FrontStream SPV, LLC, part of the Costco matching program, donated one (1) check for \$179 for materials and supplies.
- Linda Vista Elementary School: Linda Vista PTA donated two (2) checks for \$4,776.41 for a Mac computer for Mrs. Fong's class and assemblies.
- Linda Vista Elementary School: Snyder Langston donated one (1) check for \$150 for materials and supplies.
- Rio Vista Elementary School: Rio Vista PTA donated eight (8) checks for \$8,715.99 for assemblies, the after-school musical, Scholastic, library furniture, and the 4th grade mission trip.
- Rio Vista Elementary School: Shutterfly donated one (1) check for \$544 for materials and supplies.
- Rose Drive Elementary School: Rose Drive PTA donated one (1) check for \$1,440 for 5th-grade science camp.
- Sierra Vista Elementary School: Sierra Vista PTA donated one (1) check for \$1,216 for field trips.
- Topaz Elementary School: Topaz PTA donated two (2) checks for \$4,500 for field trips and attendance incentives.
- Tuffree Middle School: Chapman University donated one (1) check for \$100 for materials and supplies.
- Van Buren Elementary School: The Blackbaud Giving Fund donated three (3) checks for \$430 for materials and supplies.

Financial Impact

Total gift income to be placed in the appropriate school site/division accounts: \$107,629.67

Total gift income to date for the 2024-25 school year: \$495,003.42

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services

Shawn Belmont, Administrative Secretary, Educational Services

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 3, 2025**

ACCEPT GRANTS FROM DISTRICT COMMUNITY GROUPS AND ORGANIZATIONS

Background

The district's community groups and organizations award grants to various schools to help provide materials, supplies, and an array of enrichment opportunities to expand their educational experience. In accordance with Board Policy 3280 - Gifts, Grants, and Bequests, the Board of Education may accept on behalf of and for the school district any bequest or gift of money or property for a purpose deemed by the governing board to be suitable and to utilize such money or property so designated.

The district's community groups have awarded the following grant to the following site:

- Valencia High School: The Orange County Community Foundation Grant of one (1) check for \$500 to purchase Spanish books.

Financial Impact

Income to the District: \$500

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Shawn Belmont, Administrative Secretary, Educational Services

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 3, 2025**

INDEPENDENT CONTRACTOR AGREEMENT NAME WITH LANGUAGE NETWORK, INC.

Background

Language Network is a company that provides interpreting and translation services in a variety of languages with staff who have been specifically trained to support school districts during special education meetings, as well as the translation of special education documents. Per Cal. Ed. Code Sec. 56341.5(i), school districts are required to ensure parents fully understand their student's IEP and are actively involved in the decision-making process.

Language Network will provide the Special Education Department with an additional resource for scheduling interpreters and translators for IEP meetings and documents. They will be able to provide support for less commonly used languages. Having additional resources will allow the district to ensure that parents receive the support they need to participate in the IEP process.

This agreement will be effective July 1, 2025-June 30, 2026.

Financial Impact

Budgeted Special Education funds, NTE: \$25,000

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: 05/07/25

Social Security/Tax ID _____

DISTRICT:

Placentia-Yorba Linda Unified School District

By: _____

Director, Purchasing

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.

**MASTER CONTRACT NON-PUBLIC AGENCY (NPA) AGREEMENT WITH CORNERSTONE
EDUCATIONAL SOLUTIONS**

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 a level of service or a specialized assessment that the district is either unable or required to provide.

Cornerstone Educational Solutions provides necessary services for our students with special needs as well as to assist us when needed to meet our legal obligations under IDEA. We utilize this outside contractor to cover the required special education services due to maternity leaves and to support when needed.

This agreement will be effective July 1, 2025-June 30, 2026.

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

2025-2026

Cornerstone Educational Solutions

PO Box 1862

Upland, CA 91785

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2025-2026

CONTRACT NUMBER:

LEA:

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, 2025, between the **Placenta-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, 2025 to June 30, 2026 (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, 2026 (Title 5 California Code

of Regulations Section 3062(d)). In the event a Master Contract is not renegotiated by June 30th, the parties shall have 90 days from July 1 of the new fiscal year to consummate the contract. (Education Code Section 56366(c).) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. Requests for renegotiation of any rate, including but not limited to, related services for the subsequent contract year, are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2026.

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.
- k. The term "emotional disturbance" as defined in the IDEA and used in state law may also be known as "emotional disability" under state law in accordance with Education Code section 97.

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., and 56520 et seq. as amended by Senate Bill 483 (9/28/24) as well as 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 prone restraint and other forms 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 acknowledges that in accordance with in Education Code section 56521.1 emergency interventions shall only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. In addition, emergency interventions shall not be used as a substitute for the systematic behavioral intervention plan that is designed to change, replace, modify, or eliminate a targeted behavior. No emergency intervention shall be employed for longer than is necessary to contain the behavior. A situation that requires prolonged use of an emergency intervention shall require the staff to seek assistance of the schoolsite administrator or law enforcement agency, as applicable to the situation. Emergency interventions shall not include: (1) locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room; (2) employment of a device, material, or objects that simultaneously immobilize all four extremities; (3) prone restraint (defined as the application of a behavioral restraint on a pupil in a facedown position for any period of time and includes the procedure known as prone containment); and (4) an amount of force that exceeds that which is reasonable and necessary under the circumstances.

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: (1) any intervention that is designed to, or likely to, cause physical pain, including but not limited to, electric shock; (2) an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student's face; (3) an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (4) an intervention that is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma; (5) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities; (6) prone restraint; (7) locked seclusion unless it is in a facility otherwise licensed or permitted by state law to use a locked room; (8) an intervention that precludes adequate supervision of the LEA student; and (9) an intervention that deprives the LEA student of one or more of the student's 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 behavioral restraint, 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 the 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 by order of the State or local agency, 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 Master 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 2025 and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provide herein.

CONTRACTOR,
Cornerstone Educational Solutions

Nonpublic School/Agency

By:

Signature

Date

Name and Title of Authorized
Representative

LEA,

By:

Signature

Date

Don Rosales, Director, Purchasing

Name and Title of Authorized
Representative

Notices to CONTRACTOR shall be addressed to:

Name

Nonpublic School/Agency/Related Service Provider

Address

City

State

Zip

Phone

Fax

Email

Notices to LEA shall be addressed to the designees as set forth on Exhibit C

EXHIBIT A: 2025-2026 RATES

CONTRACTOR _____ **CONTRACTOR NUMBER** _____ **2025-2026**
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:



2025- 2026 IEE Rate Sheet

Evaluations- includes specified testing, report, and initial virtual IEP Meeting

Evaluation Type	Charge
IEE Psychoeducational Evaluation	\$7,000
IEE Neuropsych Evaluation	\$8,500
IEE Single Focus Evaluation	\$5,500
IEE ERMHS Evaluation	\$6,000
IEE Speech and Language (SLP) Evaluation	\$5,000
IEE Occupational Therapy (OT) Evaluation	\$5,000
IEE Functional Behavioral Analysis (FBA) Evaluation	\$7,000
IEE Provider Support (Hourly)	\$250

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

**By credentialed Special Education Teacher.

EXHIBIT C: NOTICES

In accordance with Section 8 of the Master Contract all notices to LEA shall be delivered in the manner specified in Section 8 to the following LEA Representatives:

1. For matters regarding the Administration of the Master Contract, Educational Program, Personnel and Health and Safety mandates, including Incident/Accident Reporting in accordance with Section 54, notices to LEA shall be delivered to:

Renee Gray

Assistant Superintendent, Student Support Services

1301 E. Orangethorpe Av., Placentia, CA 92870

714-985-8710

rgray@pylusd.org

Gwen Redira

Director, Special Education Department

1301 E. Orangethorpe Ave., 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

Administrative Secretary, Student Support Services

1301 E. Orangethorpe Ave., Placentia, CA 92870

714-985-8609

mluna@pylusd.org

AND

Dena Mavritsakis

Account Technician II, Special Education Department

1301 E. Orangethorpe Ave., Placentia, CA 92870

714-985-8660

dmavritsakis@pylusd.org

3. For matters regarding Behavior Interventions in accordance with Section 30 and Student Discipline in accordance with Section 31, notices to LEA shall be delivered to:

Erin McGowan

Psychologist on Special Assignment

1301 E. Orangethorpe Ave., Placentia CA 92870

714-985-8669

emcgowan@pylusd.org

EXHIBIT D

SUPPLEMENT TO SECTION 62 – LEA AND/OR NONPUBLIC SCHOOL CLOSURES AS A RESULT OF AN EMERGENCY ORDER BY THE STATE OR A LOCAL AGENCY

LEA and CONTRACTOR agree that in-person instruction shall be conducted unless there is a school closure as a result of an emergency order issued by the State or a local agency such as the California Department of Education (“CDE”), California Department of Public Health (“CDPH”), or 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 a local agency mandate a return to distance learning/remote instruction/virtual instruction during the 2025-2026 school year, LEA and CONTRACTOR agree that any change from in-person instruction for LEA students **shall be agreed to in writing by LEA and CONTRACTOR.**

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 3, 2025**

**MASTER CONTRACT NON-PUBLIC AGENCY (NPA) AGREEMENT WITH ZEN EDUCATE INC.
DBA ZEN EDUCATE**

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.

Zen Educate Inc., dba Zen Educate, is a provider of instructional aides for our mild/moderate and moderate/severe classes. Special education instructional aides are considered difficult-to-fill positions in California. Even though the district has made progress in recruiting and hiring instructional aides, a shortage remains that continues to challenge and impact service delivery.

This agreement will be effective July 1, 2025-June 30, 2026.

Financial Impact

Budgeted Special Education funds, NTE: \$350,000

Administrator

Renee Gray, Assistant Superintendent, Student Support Services

Gwen Redira, Director, Special Education

*NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY
SERVICES*

MASTER CONTRACT

2025-2026

*Zen Educate Inc. dba Zen Educate
2136 Ford Parkway #5208
Saint Paul, MN 55116*

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2025-2026

CONTRACT NUMBER:

LEA:

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, 2025**, between the **Placenta-Yorba Linda Unified School District** (hereinafter referred to as “District” or local educational agency “LEA”) and **Zen Educate Inc dba Zen Educate** (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, 2025 to June 30, 2026 (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, 2026 (Title 5 California Code

of Regulations Section 3062(d)). In the event a Master Contract is not renegotiated by June 30th, the parties shall have 90 days from July 1 of the new fiscal year to consummate the contract. (Education Code Section 56366(c).) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. Requests for renegotiation of any rate, including but not limited to, related services for the subsequent contract year, are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2026.

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.
- k. The term "emotional disturbance" as defined in the IDEA and used in state law may also be known as "emotional disability" under state law in accordance with Education Code section 97.

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., and 56520 et seq. as amended by Senate Bill 483 (9/28/24) as well as 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 prone restraint and other forms 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 acknowledges that in accordance with in Education Code section 56521.1 emergency interventions shall only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. In addition, emergency interventions shall not be used as a substitute for the systematic behavioral intervention plan that is designed to change, replace, modify, or eliminate a targeted behavior. No emergency intervention shall be employed for longer than is necessary to contain the behavior. A situation that requires prolonged use of an emergency intervention shall require the staff to seek assistance of the schoolsite administrator or law enforcement agency, as applicable to the situation. Emergency interventions shall not include: (1) locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room; (2) employment of a device, material, or objects that simultaneously immobilize all four extremities; (3) prone restraint (defined as the application of a behavioral restraint on a pupil in a facedown position for any period of time and includes the procedure known as prone containment); and (4) an amount of force that exceeds that which is reasonable and necessary under the circumstances.

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: (1) any intervention that is designed to, or likely to, cause physical pain, including but not limited to, electric shock; (2) an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student's face; (3) an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (4) an intervention that is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma; (5) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities; (6) prone restraint; (7) locked seclusion unless it is in a facility otherwise licensed or permitted by state law to use a locked room; (8) an intervention that precludes adequate supervision of the LEA student; and (9) an intervention that deprives the LEA student of one or more of the student's 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 behavioral restraint, 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 the 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 by order of the State or local agency, 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 Master 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 2025 and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provide herein.

CONTRACTOR,
Zen Educate Inc dba Zen Educate

Nonpublic School/Agency

By:

Signature

Date

Name and Title of Authorized
Representative

LEA,

By:

Signature

Date

Don Rosales, Director, Purchasing

Name and Title of Authorized
Representative

Notices to CONTRACTOR shall be addressed to:

Name

Nonpublic School/Agency/Related Service Provider

Address

City

State

Zip

Phone

Fax

Email

Notices to LEA shall be addressed to the designees as set forth on Exhibit C

EXHIBIT A: 2025-2026 RATES

CONTRACTOR _____ **CONTRACTOR NUMBER** _____ **2025-2026**
Zen Educate Inc dba Zen Educate _____ **(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 _____

Teacher Houly Rate	Teacher School Charge	Non-HQ. Para Houly Rate	Para School Charge - 25/26	HQ Para Houly Rate	Para School Charge - 25/26
\$25.00	\$40.10	\$18.00	\$29.05	\$18.00	\$30.17
\$26.00	\$41.30	\$18.50	\$29.64	\$18.50	\$30.77
\$27.00	\$42.51	\$19.00	\$30.24	\$19.00	\$31.38
\$28.00	\$43.71	\$19.50	\$30.84	\$19.50	\$31.98
\$29.00	\$44.92	\$20.00	\$31.44	\$20.00	\$32.58
\$30.00	\$46.12	\$20.50	\$32.04	\$20.50	\$33.18
\$31.00	\$47.32	\$21.00	\$32.64	\$21.00	\$33.78
\$32.00	\$48.53	\$21.50	\$33.24	\$21.50	\$34.39
\$33.00	\$49.73	\$22.00	\$33.83	\$22.00	\$34.99
\$34.00	\$50.94	\$22.50	\$34.43	\$22.50	\$35.59
\$35.00	\$52.14	\$23.00	\$35.03	\$23.00	\$36.19
\$36.00	\$53.34	\$24.00	\$36.23	\$24.00	\$37.40
\$37.00	\$54.55	\$25.00	\$37.43	\$25.00	\$38.60
\$38.00	\$55.75	\$26.00	\$38.62	\$26.00	\$39.80
\$39.00	\$56.96	\$27.00	\$39.82	\$27.00	\$41.01
\$40.00	\$58.16	\$28.00	\$41.02	\$28.00	\$42.21
\$41.00	\$59.36				
\$42.00	\$60.57				

The Introduction Fee (temp to perm) shall be \$4500 for a Certified Teacher or \$3,500 for Non-Certified Teacher/Paraprofessional. This fee is payable when an educator who has worked at a School on an Assignment is subsequently hired directly by the School or engaged through another staffing firm within twenty-four (24) weeks of the end of any of their Assignments with the School. This fee shall be reduced by \$20 (aide) for every full day an educator works in the District via Zen Educate.

Supplementary charges will be added if an educator is required to be CPI trained by Zen Educate. Timesheets will be released on a Friday and must be approved by Monday.

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

**By credentialed Special Education Teacher.

EXHIBIT C: NOTICES

In accordance with Section 8 of the Master Contract all notices to LEA shall be delivered in the manner specified in Section 8 to the following LEA Representatives:

1. For matters regarding the Administration of the Master Contract, Educational Program, Personnel and Health and Safety mandates, including Incident/Accident Reporting in accordance with Section 54, notices to LEA shall be delivered to:

Renee Gray

Assistant Superintendent, Student Support Services

1301 E Orangethorpe Ave, Placentia, CA 92870

714-985-8710

rgray@pylUSD.org

Gwen Redira

Director, Special Education Department

1301 E Orangethorpe Ave., 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

Administrative Secretary, Student Support Services

1301 E Orangethorpe Ave., Placentia, CA 92870

714-985-8609

mluna@pylUSD.org

AND

Dena Mavritsakis

Account Technician II, Special Education Department

1301 E. Orangethorpe Ave., Placentia, CA 92870

714-985-8660

dmavritsakis@pylUSD.org

3. For matters regarding Behavior Interventions in accordance with Section 30 and Student Discipline in accordance with Section 31, notices to LEA shall be delivered to:

Erin McGowan

Psychologist on Special Assignment

1301 E Orangethorpe Ave., Placentia, CA 92870

714-985-8669

emcgowan@pylusd.org

EXHIBIT D

SUPPLEMENT TO SECTION 62 – LEA AND/OR NONPUBLIC SCHOOL CLOSURES AS A RESULT OF AN EMERGENCY ORDER BY THE STATE OR A LOCAL AGENCY

LEA and CONTRACTOR agree that in-person instruction shall be conducted unless there is a school closure as a result of an emergency order issued by the State or a local agency such as the California Department of Education (“CDE”), California Department of Public Health (“CDPH”), or 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 a local agency mandate a return to distance learning/remote instruction/virtual instruction during the 2025-2026 school year, LEA and CONTRACTOR agree that any change from in-person instruction for LEA students **shall be agreed to in writing by LEA and CONTRACTOR.**

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 3, 2025**

MASTER CONTRACT NON-PUBLIC AGENCY (NPA) AGREEMENT WITH MILESTONES THERAPY GROUP, A PROFESSIONAL SPEECH-LANGUAGE PATHOLOGY CORPORATION

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). In our district and in California, there continues to be a shortage of SLPs. We have been able to hire some SLPs; however, we continue to have vacancies and maternity leaves that require licensed speech and language pathologists to provide student services.

Milestones Therapy Group, A Professional Speech-Language Pathology Corporation, provides staffing services for speech and language pathologists (SLPs). This contract is being brought forward in order to provide services for students per their Individualized Education Plan (IEP).

This agreement will be effective July 1, 2025-June 30, 2026.

Financial Impact

Budgeted Special Education funds, NTE: \$250,000

Administrator

Renee Gray, Assistant Superintendent, Student Support Services

Gwen Redira, Director, Special Education

*NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY
SERVICES*

MASTER CONTRACT

2025-2026

*Milestones Therapy Group, A
Professional Speech-Language
Pathology Corporation
1968 S. Coast Hwy, #370
Laguna Beach, CA 92651*

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2025-2026

CONTRACT NUMBER:

LEA:

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, 2025, between the **Placenta-Yorba Linda Unified School District** (hereinafter referred to as “District” or local educational agency “LEA”) and **Milestones Therapy Group, A Professional Speech-Language Pathology Corporation** (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, 2025 to June 30, 2026 (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, 2026 (Title 5 California Code of Regulations Section 3062(d)). In the event a Master Contract is not renegotiated by June 30th, the parties shall have 90 days from July 1 of the new fiscal year to consummate the contract. (Education Code Section 56366(c).) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. Requests for renegotiation of any rate, including but not limited to, related services for the subsequent contract year, are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2026.

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.
- k. The term "emotional disturbance" as defined in the IDEA and used in state law may also be known as "emotional disability" under state law in accordance with Education Code section 97.

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., and 56520 et seq. as amended by Senate Bill 483 (9/28/24) as well as 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 prone restraint and other forms 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 acknowledges that in accordance with in Education Code section 56521.1 emergency interventions shall only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. In addition, emergency interventions shall not be used as a substitute for the systematic behavioral intervention plan that is designed to change, replace, modify, or eliminate a targeted behavior. No emergency intervention shall be employed for longer than is necessary to contain the behavior. A situation that requires prolonged use of an emergency intervention shall require the staff to seek assistance of the schoolsite administrator or law enforcement agency, as applicable to the situation. Emergency interventions shall not include: (1) locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room; (2) employment of a device, material, or objects that simultaneously immobilize all four extremities; (3) prone restraint (defined as the application of a behavioral restraint on a pupil in a facedown position for any period of time and includes the procedure known as prone containment); and (4) an amount of force that exceeds that which is reasonable and necessary under the circumstances.

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: (1) any intervention that is designed to, or likely to, cause physical pain, including but not limited to, electric shock; (2) an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student's face; (3) an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (4) an intervention that is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma; (5) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities; (6) prone restraint; (7) locked seclusion unless it is in a facility otherwise licensed or permitted by state law to use a locked room; (8) an intervention that precludes adequate supervision of the LEA student; and (9) an intervention that deprives the LEA student of one or more of the student's 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 behavioral restraint, 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 the 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 by order of the State or local agency, 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 Master 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 2025 and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provide herein.

CONTRACTOR,
**Milestones Therapy Group, A Professional
Speech-Language Pathology Corporation**

Nonpublic School/Agency

By:

Signature

Date

Name and Title of Authorized
Representative

LEA,

By:

Signature

Date

Don Rosales, Director, Purchasing

Name and Title of Authorized
Representative

Notices to CONTRACTOR shall be addressed to:

Name

Nonpublic School/Agency/Related Service Provider

Address

City State Zip

Phone Fax

Email

Notices to LEA shall be addressed to the designees as set forth on Exhibit C

EXHIBIT A: 2025-2026 RATES

CONTRACTOR

Milestones Therapy Group, A Professional
Speech-Language Pathology Corporation

CONTRACTOR NUMBER

2025-2026

(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:

Milestones Therapy Group, A Professional
Speech-Language Pathology Corporation
NPA Contractor Name

2025-26
Contract Year

NPA Contact Information:
blumer@milestonestherapygroup.com
[949-229-2021](tel:949-229-2021)
www.milestonestherapygroup.com

Special education and/or related services offered by CONTRACTOR, and the charges for such education and/or related services during the term of this contract shall be as follows.

SERVICE	SPECIFICATIONS	RATE	INCREMENT
Speech-Language Pathology (SLP) Services - Full-time caseload rate	Service delivered on a full-time basis by licensed/credentialed speech-language pathologist. Hourly rate applies to therapy, evaluations, report writing, teacher/staff/parent consultation, IEP writing and attendance and case management. Rate range reflects urgency of placement and experience level of SLP.	\$121.89 - \$150.57	per hour
Speech-Language Pathology Assistant (SLPA) Services - Full-time caseload rate	Service delivered on a full-time basis by licensed/credentialed speech-language pathology assistant. Hourly rate applies to therapy, evaluations, report writing, teacher/staff/parent consultation, IEP writing and attendance and case management. Rate range reflects urgency of placement and experience level of SLPA.	\$88.40 - \$90.54	per hour
Speech-Language Pathology (SLP) Services (100% virtual position)	Service provided by telepractice by a 100% virtual SLP, full-time up to a maximum caseload of 55 students per SLP. Hourly rate applies to therapy, evaluations, report writing, teacher/staff/parent consultation, IEP writing and attendance and case management.	\$97.31	per hour
Assistive Technology (AT) Services - Full-time caseload rate	Assistive technology services provided by an Assistive Technology Professional with AT Certificate/qualifying licensure. Hourly rate applies to assessment, report writing, intervention, consultation, IEP writing and attendance.	\$153.65	per hour

Notes:

Speech-Language Pathology (SLP) Services (Full-time caseload rate) is subject to the following constraints:

- SLPs work no less than 40 hours/week when school is in session and are capped at 55 students (K-12) or 40 students (preschool)

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

**By credentialed Special Education Teacher.

EXHIBIT C: NOTICES

In accordance with Section 8 of the Master Contract all notices to LEA shall be delivered in the manner specified in Section 8 to the following LEA Representatives:

1. For matters regarding the Administration of the Master Contract, Educational Program, Personnel and Health and Safety mandates, including Incident/Accident Reporting in accordance with Section 54, notices to LEA shall be delivered to:

Renee Gray

Assistant Superintendent, Student Support Services

1301 E. Orangethorpe Av., Placentia, CA 92870

714-985-8710

rgray@pylusd.org

Gwen Redira

Director, Special Education Department

1301 E. Orangethorpe Ave., 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

Administrative Secretary, Student Support Services

1301 E. Orangethorpe Ave., Placentia, CA 92870

714-985-8609

mluna@pylusd.org

AND

Dena Mavritsakis

Account Technician II, Special Education Department

1301 E. Orangethorpe Ave., Placentia, CA 92870

714-985-8660

dmavritsakis@pylusd.org

3. For matters regarding Behavior Interventions in accordance with Section 30 and Student Discipline in accordance with Section 31, notices to LEA shall be delivered to:

Erin McGowan

Psychologist on Special Assignment

1301 E. Orangethorpe Ave., Placentia CA 92870

714-985-8669

emcgowan@pylusd.org

EXHIBIT D

SUPPLEMENT TO SECTION 62 – LEA AND/OR NONPUBLIC SCHOOL CLOSURES AS A RESULT OF AN EMERGENCY ORDER BY THE STATE OR A LOCAL AGENCY

LEA and CONTRACTOR agree that in-person instruction shall be conducted unless there is a school closure as a result of an emergency order issued by the State or a local agency such as the California Department of Education (“CDE”), California Department of Public Health (“CDPH”), or 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 a local agency mandate a return to distance learning/remote instruction/virtual instruction during the 2025-2026 school year, LEA and CONTRACTOR agree that any change from in-person instruction for LEA students **shall be agreed to in writing by LEA and CONTRACTOR.**

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 3, 2025**

MASTER CONTRACT NON-PUBLIC AGENCY (NPA) 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. Beyond Blindness is utilized to cover maternity leaves and/or periods of time when district staff are unavailable.

This agreement will be effective July 1, 2025-June 30, 2026.

Financial Impact

Budgeted Special Education funds, NTE: \$20,000

Administrator

Renee Gray, Assistant Superintendent, Student Support Services

Gwen Redira, Director, Special Education

*NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY
SERVICES*

MASTER CONTRACT

2025-2026

Beyond Blindness

18542 B Vanderlip Drive

Santa Ana, CA 92705

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2025-2026

CONTRACT NUMBER:

LEA:

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, 2025, between the **Placenta-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, 2025 to June 30, 2026 (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, 2026 (Title 5 California Code of Regulations Section 3062(d)). In the event a Master Contract is not renegotiated by June 30th, the parties shall have 90 days from July 1 of the new fiscal year to consummate the contract. (Education Code Section 56366(c).) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. Requests for renegotiation of any rate, including but not limited to, related services for the subsequent contract year, are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2026.

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.
- k. The term “emotional disturbance” as defined in the IDEA and used in state law may also be known as “emotional disability” under state law in accordance with Education Code section 97.

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., and 56520 et seq. as amended by Senate Bill 483 (9/28/24) as well as 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 prone restraint and other forms 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 acknowledges that in accordance with in Education Code section 56521.1 emergency interventions shall only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. In addition, emergency interventions shall not be used as a substitute for the systematic behavioral intervention plan that is designed to change, replace, modify, or eliminate a targeted behavior. No emergency intervention shall be employed for longer than is necessary to contain the behavior. A situation that requires prolonged use of an emergency intervention shall require the staff to seek assistance of the schoolsite administrator or law enforcement agency, as applicable to the situation. Emergency interventions shall not include: (1) locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room; (2) employment of a device, material, or objects that simultaneously immobilize all four extremities; (3) prone restraint (defined as the application of a behavioral restraint on a pupil in a facedown position for any period of time and includes the procedure known as prone containment); and (4) an amount of force that exceeds that which is reasonable and necessary under the circumstances.

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: (1) any intervention that is designed to, or likely to, cause physical pain, including but not limited to, electric shock; (2) an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student's face; (3) an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (4) an intervention that is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or that can be

expected to cause excessive emotional trauma; (5) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities; (6) prone restraint; (7) locked seclusion unless it is in a facility otherwise licensed or permitted by state law to use a locked room; (8) an intervention that precludes adequate supervision of the LEA student; and (9) an intervention that deprives the LEA student of one or more of the student's 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 behavioral restraint, 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 the 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 CONTACTOR due to CONTRACTOR'S school closure.

If instruction or services, or both, cannot be provided to the student either at school or in person for more than 10 days due to an emergency condition described in Education Code sections 41422 and 46392, CONTRACTOR acknowledges the requirements of Education Code section 56345(a)(9) to provide special education and related services, supplementary aids and services, transition services (as applicable) and ESY (as applicable) as specified in the IEP. When the emergency school closure has ended, CONTRACTOR shall notify the LEA of any lost instructional minutes. CONTRACTOR and LEA shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend the student's IEP and ISA as appropriate.

For any physical school closure in which in-person instruction is restricted by order of the State or local agency, 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 Master 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 2025 and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provide herein.

CONTRACTOR,
Beyond Blindness

Nonpublic School/Agency

By:

Signature

Date

Name and Title of Authorized
Representative

LEA,

By:

Signature

Date

Don Rosales, Director, Purchasing

Name and Title of Authorized
Representative

Notices to CONTRACTOR shall be addressed to:

Name

Nonpublic School/Agency/Related Service Provider

Address

City

State

Zip

Phone

Fax

Email

Notices to LEA shall be addressed to the designees as set forth on Exhibit C

EXHIBIT A: 2025-2026 RATES

CONTRACTOR
Beyond Blindness

CONTRACTOR NUMBER

2025-2026
(CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed

If blank, the number shall be as determine by
CDE Certification.

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

The following are the approved rates:

	<u>2024-2025</u>	<u>2025-2026</u>
Speech and Language Services	\$ 127.06/hour	\$129.60 /hour
Braille Transcription	\$ 120.58/hour	\$122.99 /hour
Vision Services Eyaluation	\$ 135.70/hour	\$138.41 /hour
Occupational Therapy	\$ 120.58/hour	\$122.99 /hour
Physical Therapy	\$ 120.58/hour	\$122.99 /hour
Orientation and Mobility	\$ 135.70/hour	\$138.41/hour
Psychological Services	\$ 120.58/hour	\$122.99 /hour
Counseling & Guidance Services	\$ 120.58/hour	\$122.99/hour
Social Worker Services	\$ 120.58/hour	\$122.99 /hour
Global Home-Based Services	\$ 111.65/hour	\$111.65 /hour
Parent Counseling and Training	\$ 120.58/hour	\$120.58 /hour

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

**By credentialed Special Education Teacher.

EXHIBIT C: NOTICES

In accordance with Section 8 of the Master Contract all notices to LEA shall be delivered in the manner specified in Section 8 to the following LEA Representatives:

1. For matters regarding the Administration of the Master Contract, Educational Program, Personnel and Health and Safety mandates, including Incident/Accident Reporting in accordance with Section 54, notices to LEA shall be delivered to:

Renee Gray

Assistant Superintendent, Student Support Services

1301 E. Orangethorpe Av., Placentia, CA 92870

714-985-8710

rgray@pylusd.org

Gwen Redira

Director, Special Education Department

1301 E. Orangethorpe Ave., 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

Administrative Secretary, Student Support Services

1301 E. Orangethorpe Ave., Placentia, CA 92870

714-985-8609

mluna@pylusd.org

AND

Dena Mavritsakis

Account Technician II, Special Education Department

1301 E. Orangethorpe Ave., Placentia, CA 92870

714-985-8660

dmavritsakis@pylusd.org

3. For matters regarding Behavior Interventions in accordance with Section 30 and Student Discipline in accordance with Section 31, notices to LEA shall be delivered to:

Erin McGowan

Psychologist on Special Assignment

1301 E. Orangethorpe Ave., Placentia CA 92870

714-985-8669

emcgowan@pylusd.org

EXHIBIT D

SUPPLEMENT TO SECTION 62 – LEA AND/OR NONPUBLIC SCHOOL CLOSURES AS A RESULT OF AN EMERGENCY ORDER BY THE STATE OR A LOCAL AGENCY

LEA and CONTRACTOR agree that in-person instruction shall be conducted unless there is a school closure as a result of an emergency order issued by the State or a local agency such as the California Department of Education (“CDE”), California Department of Public Health (“CDPH”), or 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 a local agency mandate a return to distance learning/remote instruction/virtual instruction during the 2025-2026 school year, LEA and CONTRACTOR agree that any change from in-person instruction for LEA students **shall be agreed to in writing by LEA and CONTRACTOR.**

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 3, 2025**

**MASTER CONTRACT NON-PUBLIC SCHOOL (NPS) AGREEMENT WITH HELP FOR BRAIN
INJURED CHILDREN, INC. DBA CLETA HARDER DEVELOPMENTAL SCHOOL**

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.

Cleta Harder Developmental 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, 2025-June 30, 2026.

Financial Impact

Budgeted special education funds NTE: \$125,000

Administrator

Renee Gray, Assistant Superintendent, Student Support Services

Gwen Redira, Director, Special Education

*NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY
SERVICES*

MASTER CONTRACT

2025-2026

*Help for Brain Injured Children, Inc.
dba Cleta Harder Developmental
School*

*981 N. Euclid St.
La Habra, CA 90631*

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2025-2026

CONTRACT NUMBER:

LEA:

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, 2025, between the **Placenta-Yorba Linda Unified School District** (hereinafter referred to as “District” or local educational agency “LEA”) and **Help for Brain Injured Children, Inc. dba Cleta Harder Developmental School** (hereinafter referred to as “CONTRACTOR”) for the purpose of providing special education and/or related services to District students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this Agreement, does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as “ISA”). Unless otherwise agreed in writing, the ISA shall acknowledge CONTRACTOR’s obligation to provide all services specified in the student’s Individualized Education Program (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of an LEA student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed agreement between LEA and parent, authorized by LEA for a transfer student pursuant to California Education Code section 56325, or otherwise authorized by LEA without a signed IEP, LEA is not responsible for the costs associated with nonpublic school placement or nonpublic agency services until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement or nonpublic agency services is appropriate, and the IEP is signed by the LEA student’s parent.

2. CERTIFICATIONS AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq. and within the professional scope of

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

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

A current copy of CONTRACTOR's licenses and nonpublic school/agency certifications, or a validly issued waiver of any such certification, must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. CONTRACTOR must immediately (and under no circumstances longer than three (3) calendar days) notify LEA if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or subject to a pending administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. If any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract, this Master Contract shall terminate as of the date of such action.

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

Total student enrollment shall be limited to capacity as stated on CDE certification. Total class size shall be limited to capacity as stated in Section 24 of the Master Contract.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations including but not limited to the provision of special education and/or related services, facilities for individuals with exceptional needs, pupil enrollment, attendance and transfer, corporal punishment, pupil discipline, and positive behavioral interventions.

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2025 to June 30, 2026 (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, 2026 (Title 5 California Code of Regulations Section 3062(d)). In the event a Master Contract is not renegotiated by June 30th, the parties shall have 90 days from July 1 of the new fiscal year to consummate the contract. (Education Code Section 56366(c).) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. Requests for renegotiation of any rate, including but not limited to, related services for the subsequent contract year, are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2026.

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.
- k. The term "emotional disturbance" as defined in the IDEA and used in state law may also be known as "emotional disability" under state law in accordance with Education Code section 97.

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., and 56520 et seq. as amended by Senate Bill 483 (9/28/24) as well as 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 prone restraint and other forms 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 acknowledges that in accordance with in Education Code section 56521.1 emergency interventions shall only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. In addition, emergency interventions shall not be used as a substitute for the systematic behavioral intervention plan that is designed to change, replace, modify, or eliminate a targeted behavior. No emergency intervention shall be employed for longer than is necessary to contain the behavior. A situation that requires prolonged use of an emergency intervention shall require the staff to seek assistance of the schoolsite administrator or law enforcement agency, as applicable to the situation. Emergency interventions shall not include: (1) locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room; (2) employment of a device, material, or objects that simultaneously immobilize all four extremities; (3) prone restraint (defined as the application of a behavioral restraint on a pupil in a facedown position for any period of time and includes the procedure known as prone containment); and (4) an amount of force that exceeds that which is reasonable and necessary under the circumstances.

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: (1) any intervention that is designed to, or likely to, cause physical pain, including but not limited to, electric shock; (2) an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student's face; (3) an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (4) an intervention that is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma; (5) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities; (6) prone restraint; (7) locked seclusion unless it is in a facility otherwise licensed or permitted by state law to use a locked room; (8) an intervention that precludes adequate supervision of the LEA student; and (9) an intervention that deprives the LEA student of one or more of the student's 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 behavioral restraint, 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 the 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 by order of the State or local agency, 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 Master 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 2025 and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provide herein.

CONTRACTOR,
**Help for Brain Injured Children, Inc. dba Cleta
Harder Developmental School**

Nonpublic School/Agency

By:

Signature

Date

Name and Title of Authorized
Representative

LEA,

By:

Signature

Date

Don Rosales, Director, Purchasing

Name and Title of Authorized
Representative

Notices to CONTRACTOR shall be addressed to:

Name

Nonpublic School/Agency/Related Service Provider

Address

City State Zip

Phone Fax

Email

Notices to LEA shall be addressed to the designees as set forth on Exhibit C

EXHIBIT A: 2025-2026 RATES

CONTRACTOR _____ CONTRACTOR NUMBER _____ 2025-2026
Help for Brain Injured Children, Inc. dba (CONTRACT YEAR)
Cleta Harder Developmental School

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:

2025 – 2026 Rates - OC

BASIC EDUCATIONAL FEE (Daily Rate)	\$170.98 / Day
DESIGNATED INSTRUCTION SERVICES (DIS)	
One-to-One ParaProfessional/Aide	\$26.52 / Hr.
Bus Aide	\$107.10 / Day
Speech Therapy – IND/GRP/CONSLT	\$112.46 / Hr.
Speech Evaluation	SELPA IEE RATE
Speech Therapy – AAC	NA
Assistive Technology Evaluation	NA
Occupational Therapy – IND/GRP/CONSLT	\$112.46 / Hr.
Occupational Therapy Evaluation	SELPA IEE RATE
Behavior Intervention Design (BID)	\$115.50 / Hr.
Behavior Intervention Supervision (BII)	\$107.10/ Hr.
Lunch	\$11.00 / Day

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

**By credentialed Special Education Teacher.

EXHIBIT C: NOTICES

In accordance with Section 8 of the Master Contract all notices to LEA shall be delivered in the manner specified in Section 8 to the following LEA Representatives:

1. For matters regarding the Administration of the Master Contract, Educational Program, Personnel and Health and Safety mandates, including Incident/Accident Reporting in accordance with Section 54, notices to LEA shall be delivered to:

Renee Gray

Assistant Superintendent, Student Support Services

1301 E. Orangethorpe Av., Placentia, CA 92870

714-985-8710

rgray@pylusd.org

Gwen Redira

Director, Special Education Department

1301 E. Orangethorpe Ave., 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

Administrative Secretary, Student Support Services

1301 E. Orangethorpe Ave., Placentia, CA 92870

714-985-8609

mluna@pylusd.org

AND

Dena Mavritsakis

Account Technician II, Special Education Department

1301 E. Orangethorpe Ave., Placentia, CA 92870

714-985-8660

dmavritsakis@pylusd.org

3. For matters regarding Behavior Interventions in accordance with Section 30 and Student Discipline in accordance with Section 31, notices to LEA shall be delivered to:

Erin McGowan

Psychologist on Special Assignment

1301 E. Orangethorpe Ave., Placentia CA 92870

714-985-8669

emcgowan@pylusd.org

EXHIBIT D

SUPPLEMENT TO SECTION 62 – LEA AND/OR NONPUBLIC SCHOOL CLOSURES AS A RESULT OF AN EMERGENCY ORDER BY THE STATE OR A LOCAL AGENCY

LEA and CONTRACTOR agree that in-person instruction shall be conducted unless there is a school closure as a result of an emergency order issued by the State or a local agency such as the California Department of Education (“CDE”), California Department of Public Health (“CDPH”), or 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 a local agency mandate a return to distance learning/remote instruction/virtual instruction during the 2025-2026 school year, LEA and CONTRACTOR agree that any change from in-person instruction for LEA students **shall be agreed to in writing by LEA and CONTRACTOR.**

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 3, 2025**

MASTER CONTRACT NON-PUBLIC AGENCY (NPA) AGREEMENT WITH DYNAMIC EDUCATION SERVICES, INC.

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.

Dynamic Education Services provides academic support and tutoring in specific areas such as math, reading, and study skills.

This agreement will be effective July 1, 2025-June 30, 2026.

Financial Impact

Budgeted Special Education funds, NTE: \$25,000

Administrator

Renee Gray, Assistant Superintendent, Student Support Services
Gwen Redira, Director, Special Education

*NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY
SERVICES*

MASTER CONTRACT

2025-2026

*Dynamic Education Services, Inc.
701 W. Kimberly Av., #115
Placentia, CA 92870*

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2025-2026

CONTRACT NUMBER:

LEA:

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, 2025, between the **Placenta-Yorba Linda Unified School District** (hereinafter referred to as “District” or local educational agency “LEA”) and **Dynamic Education Services, 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, 2025 to June 30, 2026 (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, 2026 (Title 5 California Code

of Regulations Section 3062(d)). In the event a Master Contract is not renegotiated by June 30th, the parties shall have 90 days from July 1 of the new fiscal year to consummate the contract. (Education Code Section 56366(c).) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. Requests for renegotiation of any rate, including but not limited to, related services for the subsequent contract year, are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2026.

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.
- k. The term "emotional disturbance" as defined in the IDEA and used in state law may also be known as "emotional disability" under state law in accordance with Education Code section 97.

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., and 56520 et seq. as amended by Senate Bill 483 (9/28/24) as well as 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 prone restraint and other forms 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 acknowledges that in accordance with in Education Code section 56521.1 emergency interventions shall only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. In addition, emergency interventions shall not be used as a substitute for the systematic behavioral intervention plan that is designed to change, replace, modify, or eliminate a targeted behavior. No emergency intervention shall be employed for longer than is necessary to contain the behavior. A situation that requires prolonged use of an emergency intervention shall require the staff to seek assistance of the schoolsite administrator or law enforcement agency, as applicable to the situation. Emergency interventions shall not include: (1) locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room; (2) employment of a device, material, or objects that simultaneously immobilize all four extremities; (3) prone restraint (defined as the application of a behavioral restraint on a pupil in a facedown position for any period of time and includes the procedure known as prone containment); and (4) an amount of force that exceeds that which is reasonable and necessary under the circumstances.

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: (1) any intervention that is designed to, or likely to, cause physical pain, including but not limited to, electric shock; (2) an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student's face; (3) an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (4) an intervention that is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma; (5) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities; (6) prone restraint; (7) locked seclusion unless it is in a facility otherwise licensed or permitted by state law to use a locked room; (8) an intervention that precludes adequate supervision of the LEA student; and (9) an intervention that deprives the LEA student of one or more of the student's 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 behavioral restraint, 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 the 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 by order of the State or local agency, 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 Master 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 2025 and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provide herein.

CONTRACTOR,
Dynamic Education Services, Inc.

Nonpublic School/Agency

By:

Signature

Date

Name and Title of Authorized
Representative

LEA,

By:

Signature

Date

Don Rosales, Director, Purchasing

Name and Title of Authorized
Representative

Notices to CONTRACTOR shall be addressed to:

Name

Nonpublic School/Agency/Related Service Provider

Address

City

State

Zip

Phone

Fax

Email

Notices to LEA shall be addressed to the designees as set forth on Exhibit C

EXHIBIT A: 2025-2026 RATES

CONTRACTOR _____ **CONTRACTOR NUMBER** _____ **2025-2026**
Dynamic Education Services, 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:

COMPENSATORY/SUPPLEMENTAL SERVICES**

(1) Supplemental Academic Services (SAS) or Academic Support**		
(2) Transition or Vocational services		
LEA/District is not required to provide materials/curriculum for SAS/Academic Support or Transition services as a standalone service and/or when combined with our Intervention programs/services (Reading, Math, or Transition2Life-Daily Living Skills). These services are intended to support students that are currently 1 to 2.5 grade levels behind with their current curriculum/materials. *If student is 3 or more grade level behind, consider our intervention programs: Reading, Math, Transition2Life & see rate sheet for minimum number of hours required per service.		
(3) Educational Counseling & Guidance or Parent Training – Individual a. E.R.I.C.S. or E.R.M.H.S.	\$105.00	Per Hour
(4) Language and Speech Services (LAS)/Therapy – Individual	\$145.00	Per Hour
(5) Occupational Therapy (OT) – Individual	\$175.00	Per Hour
(6) *Deaf & Hard of Hearing (DHH), Visual Impairment VI, Orientation & Mobility (O/M), or Adaptive Physical Education (APE)	\$175.00	Per Hour
*Limited-service areas (in-person/in-home) or available Online/Virtual		

ASSESSMENTS/INDEPENDENT EDUCATIONAL EVALUATIONS(IEE)***

(1) Language & Speech (LAS) Assessment	\$2,850.00	
(2) Language & Speech (IEE)	\$3,200.00	Per Student
(3) Language & Speech – AAC or AT Assessment only, per assessment	\$3,900.00	
(1) Occupational Therapy (OT) Assessment	\$2,850.00	
(2) Occupational Therapy (IEE)	\$3,200.00	Per Student
(3) Occupational Therapy – AAC or AT Assessment only	\$3,900.00	
(3) Transition or Vocational Assessment	\$2,900.00	Per Student
(4) Psychological Educational Evaluation/IEE (**Limited areas)	\$6,200.00	Per Student
(5) Academic Achievement Assessment	\$2,250.00	Per Student
(6) IEP Meeting/Participation (Session Report & Recommendation (SRR) or NPA Consultation services	\$150.00	Per Hour

**All Compensatory/Supplemental services require LEAs/Districts to provide curriculum/materials for SAS and/or Transition services per student. All Compensatory/Supplemental services are provided a Session Report & Recommendation (SRR) Form. School District & Parent/Guardian will receive a copy of SRR form upon completion of each authorized NPA services/contracted hours. SRR form will be provided and billed using the last hour/session for each student's services. For example, a student referred for 70 hours of SAS/Academic Instruction and/or therapy will complete 69 hours of direct SAS/Academic Instruction and/or therapy and 1 hour of indirect services as "Final Session/SRR."

***Assessments/Independent Educational Evaluations (IEE) require a minimum of 60 days to complete. The cost of the assessment or IEE is per student. The assessment/IEE includes observations, interviews, assessments/evaluations, report, and presentation of report at the IEP meeting via telephone or video conference for a maximum of 2 hours. Any excess IEP meeting hours beyond the 2 hours allocated will incur an additional charge of \$150.00 per hour – IEP meeting/participation.

Reading Intervention Program

The Reading Intervention Program includes the Sonday Learning Systems** for each student which is a comprehensive line of materials/curriculum that help our Education Specialists provide multisensory reading instruction/intervention, both research and evidence-based for students from grades K-8.

The Reading Intervention Program Packages include Pre and Post Assessments, Session Report & Recommendation (SRR) form***, and a complete reading intervention program for each student covering 1-6 grade levels of reading.

READING INTERVENTION PROGRAM PACKAGES**

(1) Grades K-2 – covers 1 to 2 grade levels of reading intervention/instruction	\$130.00 Per Hour	60 Hours per Student	\$7,800.00 Per Student
(2) Grades K-2 – covers 3 to 4 grade levels of reading intervention/instruction	\$130.00 Per Hour	120 Hours per Student	\$15,600.00 Per Student
(3) Grades 3-8 – covers 1 to 2 grade levels of reading intervention/instruction	\$130.00 Per Hour	60 Hours per Student	\$7,800.00 Per Student
(4) Grades 3-8 – covers 3 to 4 grade levels of reading intervention/instruction	\$130.00 Per Hour	120 Hours per Student	\$15,600.00 Per Student
(5) Grades 3-8 – covers 5 to 6 grade levels of reading intervention/instruction	\$130.00 Per Hour	180 Hours per Student	\$23,400.00 Per Student

**Through Windsor Learning's, Sonday Learning System, created by Arlene Sonday, Orton-Gillingham expert provides the necessary tools and accessibility for educators to identify, intervene, and help struggling students catch up with their peers using effective multisensory instruction.

***All Compensatory/Supplemental services are provided a Session Report & Recommendation (SRR) Form. School District & Parent/Guardian will receive a copy of SRR form upon completion of each authorized NPA services/contracted hours. SRR form will be provided and billed using the last hour/session for each student's services. For example, a student referred for 60 hours of Reading Intervention program will complete 59 hours of direct Reading Intervention program and 1 hour of indirect services as "Final Session/SRR."

Mathematics Intervention Program

The Mathematics Intervention program from KP® Mathematics includes two options for Local Education Agencies (LEAs):

Above & Beyond program	Expeditions to Numeracy
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Above & Beyond program & Expeditions to Numeracy include a structured program with the necessary tools and accessibility for educators to identify, intervene, and help struggling students catch up with their peers using one or both programs. Both programs accompany materials, curriculum, & manipulatives for math intervention.

Above & Beyond program offers learners with Cognitive Delays using the KP® Ten-Frame Tiles to build competencies necessary for in-school learning & beyond-school independence & autonomy. It uses on-going assessment to measure demonstrated learning along with focuses on strategically on number, place value, & arithmetic operations. Additionally, it teaches skills needed for functionality with money, and organizes content in increasingly large number sets (small numbers (0-10) to three-digit numbers (0-999)).

Expeditions to Numeracy program provides the following three intervention levels of mathematics for students from grades K-4 in the following areas: 1) Early Learning Intervention for grades K-2, 2) Addition & Subtraction Intervention for grades 2-3, & 3) Multiplication & Division Intervention for grades 3-4. It includes the Essential Guidebook to Continuous Assessment & Instruction as well as the KP® Ten-Frame Tiles, and other materials/manipulatives.

MATHEMATICS INTERVENTION PROGRAM PACKAGES**

(1) Grades K-8 – covers 1 to 2 grade levels of math intervention/instruction	\$130.00 Per Hour	50 Hours per Student	\$6,500.00 Per Student
(2) Grades K-8 – covers 3 to 4 grade levels of math intervention/instruction	\$130.00 Per Hour	100 Hours per Student	\$13,000.00 Per Student
(3) Grades K-8 – covers 4 to 5 grade levels of math intervention/instruction	\$130.00 Per Hour	150 Hours per Student	\$19,500.00 Per Student

***All Compensatory/Supplemental services are provided a Session Report & Recommendation (SRR) Form. School District & Parent/Guardian will receive a copy of SRR form upon completion of each authorized NPA services/contracted hours. SRR form will be provided and billed using the last hour/session for each student's services. For example, a student referred for 50 hours of Math Intervention program/services will complete 49 hours of direct services for Math Intervention program/services and 1 hour of indirect services as "Final Session/SRR."

Transition 2 Life & Daily Living Skills Program

Dynamic Education Services, Inc. through its partnership with Transition 2 Life offers a comprehensive and complete transition curriculum for various student populations (general education, mild-to-moderate or moderate to severe disabilities, & students on alternative curriculum) affected by their special needs, learning disabilities, or learning challenges. Transition 2 Life meets both federally mandated transition requirements and Indicator 13 goals. Components of the program include Assessments, Coordinated ITP Goals, Daily Living Skills topics that are individualized for each student and parent's goals.

Transition 2 Life & Daily Living Skills PACKAGES**

(1) Transition 2 Life curriculum, Assessments/Inventories, from 1 to 3 Daily Living Skills Topics	\$130.00 Per Hour	60 Hours per Student	\$7,900.00 Per Student
(2) Transition 2 Life curriculum, Assessments/Inventories, from 4 to 5 Daily Living Skills Topics	\$130.00 Per Hour	120 Hours per Student	\$15,600.00 Per Student
(3) Transition 2 Life curriculum, Assessments/Inventories, from 6 to 8 Daily Living Skills Topics	\$130.00 Per Hour	180 Hours per Student	\$23,400.00 Per Student
(4) Transition 2 Life curriculum, Assessments/Inventories, from 9 to 10 Daily Living Skills Topics	\$130.00 Per Hour	240 Hours per Student	\$31,200.00 Per Student
(5) Transition 2 Life curriculum, Assessments/Inventories, from to 11 to 12 Daily Living Skills Topics	\$130.00 Per Hour	300 Hours per Student	\$39,000.00 Per Student

Transition 2 Life & Daily Living Skills Topics			
Job Skills – Hard or Soft Skills	Disability Management	Social Skills	Executive Functioning Skills
Cooking Skills	Housekeeping Skills	Self-Determination/Advocacy	Community-Based Instruction (CBI)
Home Maintenance	Financial Skills	Personal Hygiene	Personal Management

***All Compensatory/Supplemental services are provided a Session Report & Recommendation (SRR) Form. School District & Parent/Guardian will receive a copy of SRR form upon completion of each authorized NPA services/contracted hours. SRR form will be provided and billed using the last hour/session for each student's services. For example, a student referred for 60 hours of Transition2Life-Daily Living Skills (T2L-DLS) program will complete 69 hours of direct services for Transition2Life-Daily Living Skills (T2L-DLS) program and 1 hour of indirect services as "Final Session/SRR."

School-Based Support Services

SPECIALIZED ACADEMIC INSTRUCTION (SAI) – **CURRICULUM/MATERIALS PROVIDED BY CONTRACTING LEA/DISTRICT

(1) Specialized Academic Instruction (SAI)**	\$150.00	Per Hour
(2) Specialized Academic Instruction (SAI) – Prep Time **2 hours of Prep Time required for 5 hours per week if SAI	\$150.00	Per Hour
(3) IEP Meeting, Progress Notes/Preparation/Case Management (15 Hours per school year) by assigned provider and/or credentialed administrator.	\$150.00	Per Year

ASSESSMENTS/INDEPENDENT EDUCATIONAL EVALUATIONS(IEE)***

(1) Language & Speech (LAS) Assessment	\$2,850.00	
(1a) Language & Speech (IEE)	\$3,200.00	Per Student
(1b) Language & Speech – AAC or AT Assessment only, per assessment	\$3,900.00	
(2) Occupational Therapy (OT) Assessment	\$2,850.00	
(2a) Occupational Therapy (IEE)	\$3,200.00	Per Student
(2b) Occupational Therapy – AAC or AT Assessment only	\$3,900.00	
(3) Transition or Vocational Assessment	\$2,900.00	Per Student
(4) Psychological Educational Evaluation/IEE (**Limited areas)	\$6,200.00	Per Student
(5) Academic Achievement Assessment	\$2,250.00	Per Student
(6) IEP Meeting/Participation – Session Report & Recommendation (SRR) or NPA Consultation services	\$150.00	Per Hour

**LEA/District authorizes & agrees Dynamic Education Services, Inc. (DES, Inc.) may bill up to the authorized hours per week (5 hours/10 hours) of SAI if the parent cancels 1 or more days of scheduled sessions for the week. DES, Inc. is guaranteeing scheduled staff/Education Specialists for the contracted hours per week (5 or 10 hours) during the school day (8:00 am to 3:00 pm), which is generally difficult & requires availability of staff/Education Specialists for school-based support services.

**IEP meetings may be attended by assigned providers (limited/based on staff availability) or designated credentialed administrator via telephone or video conference (Zoom/Google Meets).

***Assessments/Independent Educational Evaluations (IEE) require a minimum of 60 days to complete. The cost of the assessment or IEE is per student. The assessment/IEE includes observations, interviews, assessments/evaluations, report, and presentation of report at the IEP meeting via telephone or video conference for a maximum of 2 hours. Any excess IEP meeting hours beyond the 2 hours allocated will incur an additional charge of \$150.00 per hour – IEP meeting/participation.

School-Based Support Services

BEHAVIOR INTERVENTION SERVICES**

(1) Behavior Intervention Implementation (BII)***	\$95.00	Per Hour
(2) Behavior Intervention Development (BID) & Supervision **Supervision of Behavior Technician (BT) – 15 Hours per month	\$145.00	Per Hour
(3) Behavior Intervention Development (BID) & Case Management	\$145.00	Per Hour
b. IEP Meeting, Progress Notes, Preparation (15 hours per school year)	\$145.00	Per Hour

ASSESSMENTS/INDEPENDENT EDUCATIONAL EVALUATIONS(IEE)****

(1) Functional Behavioral Assessment (FBA)	\$2,850.00	
(2) Functional Behavioral Assessment (FBA – IEE)	\$3,200.00	Per Student
(3) Related Services Independence Assistance (RSIA) **Limited areas	\$4,500.00	
(2) IEP Meeting/Participation – Additional IEP meeting hours requested	\$145.00	Per Hour

***BII & BID services: District agrees to contract for both BII and BID services for a minimum of 3 months or more to support district and school site.

**Behavior Intervention Implementation (BII) is provided a highly trained Behavior Technician (BT) and/or Registered Behavior Technician (RBT). BII's are supervised by a licensed Board-Certified Behavior Analyst (BCBA) and/or master's level supervisor and is charged separately as Behavior Intervention Development (BID) & Supervision. BID hours of supervision typically average 10 to 15 hours per month. BID hours may be frontloaded using the authorized BID hours not to exceed to the maximum number of hours. If case management/additional progress notes documentation is required, supervision hours will be between 15 to 20 hours per month. BID services are typically provided 70% Direct (in-person/school site) BID & Supervision and 30% In-Direct BID & Supervision.

***Behavior Intervention Implementation (BII):

- LEA/District authorizes DES, Inc. 30 minutes of BII/BT services per day for “Data Collection” in addition to daily bell-to-bell schedule, per student.
- Contracted/scheduled BII services will be provided based on daily/school schedule for authorized student. If student is absent, LEA (district, charter, SELPA) agrees to have BII services continue/adhere and/or attend to contracted schedule (bell-to-bell schedule) for student by assisting classroom with basic support, work with another student assigned by school site, or work with BCBA supervisor on student's BII/BID programming. This will ensure & guarantee DES, Inc. will maintain assigned staff for BII services for the contracted student and/or school site & not reassign/lose BII/BT services for student.

****Functional Behavioral Assessments (FBA)/Independent Educational Evaluations (IEE) require a minimum of 60 days to complete. The cost of the FBA or IEE is per student. The assessment/IEE includes observations, interviews, assessments/evaluations, report, and presentation of report at the IEP meeting via telephone or video conference (Zoom/Google Meets) for a maximum of 2 hours.

Any excess IEP meeting hours requested beyond the 2 hours allocated will incur an additional charge of \$145.00 per hour – IEP meeting/participation.

Social Skills Groups & UCLA's PEERS® Program

BEHAVIOR INTERVENTION SERVICES – SOCIAL SKILLS GROUPS

(1) Social Skills Groups (10 weeks of services)		Option #1 (10 weeks)		
a. Behavior Intervention Implementation (BII): 6 hours per week	\$95.00 per hour	60 Hours per Student	\$5,700.00	Per Student
b. Behavior Intervention Development (BID) & Supervision** of Behavior Technician (BT): 1.5 hours per week**25% of authorized BII hours	\$145.00 per hour	15 Hours per Student	\$2,175.00	Per Student
Option #1 Total (Social Skills Groups only): \$7,875.00				
BEHAVIOR INTERVENTION SERVICES: SOCIAL SKILLS GROUPS + <u>UCLA's PEERS® Program</u>				
(2) Social Skills Groups (14 weeks of services: 10 weeks of Social Skills Groups + 4 weeks of services with <u>UCLA's PEERS® program</u>)		Option #2 (14 weeks – includes 4 weeks of services - <u>UCLA's PEERS®</u>)		
a. Behavior Intervention Implementation (BII): 6 hours per week for 10 weeks & 6 hours per week for 4 weeks (PEERS)	\$95.00 per hour	84 Hours per Student	\$7,980.00	Per Student
b. Behavior Intervention Development (BID) & Supervision** of Behavior Technician (BT): 1.5 hours per week**25% of authorized BII hours	\$145.00 per hour	21 Hours per Student	\$3,045.00	Per Student
c. Behavior Intervention Development (BID): Parent Training/Participation – PEERS: 24 hours. **Parent Training/Participation required for <u>UCLA's PEERS® program</u> .	\$145.00 per hour	24 Hours per Parent	\$3,480.00	Per Parent
Option #2 Total (Social Skills Groups, PEERS Curriculum, & Parent Training/Participation required with PEERS curriculum): \$14,505.00				

ASSESSMENTS/INDEPENDENT EDUCATIONAL EVALUATIONS(IEE)****

(4) Functional Behavioral Assessment (FBA)	\$2,650.00	Per Student
(5) Functional Behavioral Assessment (FBA – IEE)	\$2,950.00	
(2) IEP Meeting/Participation – Additional IEP meeting hours requested	\$145.00	Per Hour

**All Compensatory/Social Skills Groups/services are provided a Session Report & Recommendation (SRR) Form. School District & Parent/Guardian will receive a copy of SRR form upon completion of each authorized NPA services/contracted hours. SRR form will be provided and billed using the last hour/session of student's BID/Supervision hours/services. For example, a student referred for Option#1: BID/Supervision hours will complete 24 hours of direct BID/Supervision & billed as 1 hour of indirect services as "Final Session/SRR."

***Behavior Intervention Implementation (BII) is provided a highly trained Behavior Technician (BT) and/or Registered Behavior Technician (RBT). BIs are supervised by a licensed Board-Certified Behavior Analyst (BCBA) and/or master's level supervisor and is charged separately as Behavior Intervention Development (BID) & Supervision. BID hours of supervision typically average 4 to 6 hours per month (25% of authorized BII hours). BID hours may be frontloaded using the authorized BID hours not to exceed to the maximum number of hours. BID services are typically provided 70% Direct (in-person/center-based) BID & Supervision and 30% In-Direct BID & Supervision.

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

**By credentialed Special Education Teacher.

EXHIBIT C: NOTICES

In accordance with Section 8 of the Master Contract all notices to LEA shall be delivered in the manner specified in Section 8 to the following LEA Representatives:

1. For matters regarding the Administration of the Master Contract, Educational Program, Personnel and Health and Safety mandates, including Incident/Accident Reporting in accordance with Section 54, notices to LEA shall be delivered to:

Renee Gray

Assistant Superintendent, Student Support Services

1301 E. Orangethorpe Av., Placentia, CA 92870

714-985-8710

rgray@pylusd.org

Gwen Redira

Director, Special Education Department

1301 E. Orangethorpe Ave., 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

Administrative Secretary, Student Support Services

1301 E. Orangethorpe Ave., Placentia, CA 92870

714-985-8609

mluna@pylusd.org

AND

Dena Mavritsakis

Account Technician II, Special Education Department

1301 E. Orangethorpe Ave., Placentia, CA 92870

714-985-8660

dmavritsakis@pylusd.org

3. For matters regarding Behavior Interventions in accordance with Section 30 and Student Discipline in accordance with Section 31, notices to LEA shall be delivered to:

Erin McGowan

Psychologist on Special Assignment

1301 E. Orangethorpe Ave., Placentia CA 92870

714-985-8669

emcgowan@pylusd.org

EXHIBIT D

SUPPLEMENT TO SECTION 62 – LEA AND/OR NONPUBLIC SCHOOL CLOSURES AS A RESULT OF AN EMERGENCY ORDER BY THE STATE OR A LOCAL AGENCY

LEA and CONTRACTOR agree that in-person instruction shall be conducted unless there is a school closure as a result of an emergency order issued by the State or a local agency such as the California Department of Education (“CDE”), California Department of Public Health (“CDPH”), or 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 a local agency mandate a return to distance learning/remote instruction/virtual instruction during the 2025-2026 school year, LEA and CONTRACTOR agree that any change from in-person instruction for LEA students **shall be agreed to in writing by LEA and CONTRACTOR.**

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 3, 2025**

**MEMORANDUM OF UNDERSTANDING BETWEEN THE ORANGE COUNTY SUPERINTENDENT OF
SCHOOLS PERSONNEL REIMBURSEMENT AND PLACENTIA-YORBA LINDA UNIFIED SCHOOL
DISTRICT**

Background

The Orange County Department of Education (OCDE), Division of Special Education Services, operates special education programs to provide services to individuals with exceptional needs requiring intensive educational audiology services.

The memorandum of understanding (MOU) between the OCDE and the school district is revised each year by OCDE staff and a fiscal advisory committee consisting of Special Education Local Plan Area (SELPA) directors and district business officers. This MOU delineates the responsibilities of OCDE and the district for the evaluation and educational audiological services. The MOU also specifies the calculation of costs to be billed to districts for the audiology services and how to apportion the total number of days over the school year, not to exceed 41 days.

This agreement will be effective July 1, 2025-June 30, 2026.

Financial Impact

Budgeted Special Education funds, NTE: \$46,986

Administrator

Renee Gray, Assistant Superintendent, Student Support Services
Gwen Redira, Director, Special Education

1 AGREEMENT NUMBER: 10007448

2 PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
3 PERSONNEL REIMBURSEMENT AGREEMENT

4 This Agreement is entered into on this 19th day of May 2025,
5 by and between the Orange County Superintendent of Schools, 200
6 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to
7 as SUPERINTENDENT, and the Placentia-Yorba Linda Unified School
8 District, 1301 East Orangethorpe Avenue, Placentia, California,
9 92870, hereinafter referred to as DISTRICT. SUPERINTENDENT and
10 DISTRICT shall be collectively referred to as the Parties.

11 W I T N E S S E T H:

12 WHEREAS, DISTRICT is in need of the professional services of an
13 employee of the SUPERINTENDENT to provide audiology services; and

14 WHEREAS, SUPERINTENDENT is agreeable to assigning an
15 audiologist, hereinafter referred to as EMPLOYEE, to give his/her
16 professional services to DISTRICT in the above assignment.

17 NOW, THEREFORE, the Parties to this AGREEMENT do mutually agree
18 as follows:

19 1.0 SUPERINTENDENT agrees during the term of this AGREEMENT to
20 assign EMPLOYEE to serve as an audiologist to DISTRICT. EMPLOYEE
21 will provide services under this AGREEMENT for a total of Forty-one
22 (41) days during the 2025 - 2026 school year. SUPERINTENDENT and
23 DISTRICT shall determine how to apportion the total number of days
24 over the course of the school year and develop a service calendar to
25 ensure services provided under this AGREEMENT do not exceed a total
of Forty-one(41) days. EMPLOYEE will provide the following services
for DISTRICT students:

- 1.1 Assess student hearing abilities, evaluate and interpret the range and degree of impairment, report results of assessment including those conducted by various professionals within the school and community, as they relate to hearing disorders, cochlear implants, and auditory skill development.
- 1.2 Conduct aural rehabilitation and habilitation programs, including speech reading, communication management, and auditory skill development.
- 1.3 Provide direct or consultative services related to the maintenance of special equipment, technology, and provide assistance in solving amplification, equipment, and technology needs.
- 1.4 Participate in the development of Individualized Education Programs (IEP) at Individualized Education Program meetings.
- 1.5 Serve as a resource to IEP teams regarding referrals for assessment, placement and educational considerations as they relate to hearing disorders, cochlear implants, auditory processing disorders, and auditory skill development.
- 1.6 The Parties acknowledge and agree the services above specifically exclude an auditory processing disorder ("APD") Assessment. In the event DISTRICT requires EMPLOYEE to conduct an APD assessment, such services

1 shall be provided only in accordance with a separate
2 agreement for APD assessment services.

3 2.0 DISTRICT agrees during the term of this AGREEMENT to do the
4 following with respect to the services provided by EMPLOYEE:

5 2.1 Provide EMPLOYEE with a copy of the signed assessment
6 plan within one (1) week of DISTRICTS's receipt of signed
7 assessment plan from parent/guardian to ensure EMPLOYEE
8 has sixty (60) days to conduct an assessment.

9 2.2 Upon a request for assessment or participation in an IEP
10 team meeting, timely provide EMPLOYEE the student's
11 educational records listed on Exhibit "A" attached
12 hereto, which is incorporated into this AGREEMENT by
13 reference.

14 2.3 Coordinate with EMPLOYEE to schedule IEP team meetings on
15 mutually agreeable dates. IEP team meetings should be
16 scheduled on days EMPLOYEE is assigned to be at DISTRICT.

17 2.4 Coordinate with EMPLOYEE with sufficient advanced notice
18 regarding requested participation in any special
19 education due process proceedings including but not
20 limited to any alternative dispute resolution meetings,
21 resolution sessions, mediations, and hearings.

22 3.0 The term of this AGREEMENT shall commence July 1, 2025, and end
23 on June 30, 2026, subject to termination as set forth in this
24 AGREEMENT

25 4.0 DISTRICT agrees to pay SUPERINTENDENT in consideration of
services performed by EMPLOYEE as herein specified and

1 SUPERINTENDENT agrees to accept in full payment thereof a sum not to
2 exceed Forty-six thousand nine hundred eight-six dollars
3 (\$46,986.00), which includes salary, benefits, indirect costs, and
4 travel and project related costs as follows:

5 A. \$31,582.00 Base Salary

6 B. \$11,251.00 Benefits: STRS, Medicare, Medical,
7 Dental, Vision, State Unemployment
Insurance (SUI), Workers' Compensation
insurance and life insurance.

8 C. \$ 574.00 Travel, Conference and Mileage

9 D. \$ 151.00 Cell Phone

10 E. \$ 150.00 Supplies: General Supplies, Instructional
11 Supplies

12 F. \$ 3,278.00 7.5% Indirect Costs

13 I. DISTRICT agrees to pay SUPERINTENDENT within thirty
14 (30) days after the last day upon which services are
15 rendered by EMPLOYEE upon submission of an itemized
16 invoice in triplicate. This AGREEMENT shall be amended
17 to provide complete reimbursement to SUPERINTENDENT for
18 any increases in salary or benefits provided to
19 EMPLOYEE for fiscal year 2025/2026.

20 5.0 SUPERINTENDENT shall require EMPLOYEE to report to both
21 SUPERINTENDENT and DISTRICT when EMPLOYEE will not be able to
22 provide services to DISTRICT as scheduled.

23 6.0 HOLD HARMLESS/INDEMNIFICATION.

24 A. SUPERINTENDENT hereby agrees to indemnify, defend, and
25 hold harmless DISTRICT, its Governing Board, officers, agents, and
employees from liability and claims of liability for bodily injury,

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

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

14 C. For purposes of due process hearing proceedings and/or
15 compliance complaints, the Parties acknowledge and agree that
16 DISTRICT shall indemnify, hold harmless and defend SUPERINTENDENT,
17 the Orange County Department of Education, the Orange County Board
18 of Education, its officers and employees against all liability,
19 loss, damage, expense or judgment including attorney's fees and
20 costs and compensatory education services, resulting from any due
21 process proceeding or compliance complaint related to the services
22 provided under this AGREEMENT.

23 7.0 SUPERINTENDENT and DISTRICT agree that they will not engage in
24 unlawful discrimination of persons because of race, color, religious
25 creed, national origin, ancestry, physical handicap, medical
condition, marital status, or sex of such persons.

1 8.0 This AGREEMENT may be terminated by either party with the
2 giving of thirty (30) days prior written notice to the other party.

3 9.0 All notices or demands to be given under this AGREEMENT by
4 either party to the other shall be in writing and given either by:
5 i) Personal service, or ii) U.S. Mail, mailed either by registered
6 or certified mail, return receipt requested, with postage prepaid.
7 Service shall be considered given when received if personally served
8 or, if mailed, on the third (3rd) day after deposit in any U.S. Post
9 Office. The address to which notices or demands may be given by
10 either party may be changed by written notice given in accordance
11 with the notice provisions of this section. At the date of this
12 AGREEMENT the addresses of the parties are as follows:

13 DISTRICT: Placentia-Yorba Linda Unified School District
14 1301 East Orangethorpe Avenue
15 Placentia, California 92870
16 Attn: _____

17 SUPERINTENDENT: Orange County Superintendent of Schools
18 200 Kalmus Drive
19 Costa Mesa, California 92626
20 Attn: Patricia McCaughey

21 10.0 SUPERINTENDENT and DISTRICT agree that this AGREEMENT shall be
22 construed and enforced in accordance with the laws of the State of
23 California, with venue in Orange County, California.

24 11.0 If any term, covenant, condition or provision of this AGREEMENT
25 is held by a court of competent jurisdiction to be invalid, void or
unenforceable, the remainder of the provisions shall remain in full
force and effect and shall in no way be affected, impaired or
invalidated in any way.

12.0 This AGREEMENT and any exhibits attached hereto constitute the entire agreement between SUPERINTENDENT and DISTRICT regarding the personnel 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.

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

DISTRICT: PLACENTIA-YORBA LINDA
UNIFIED SCHOOL DISTRICT

BY: _____
Authorized Signature

PRINT NAME: _____

TITLE: _____

DATE: _____

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

BY:  _____
Authorized Signature

PRINT NAME: Patricia McCaughey

TITLE: Executive Director

DATE: May 19, 2025

PYLUSD-Audiology-Personnel Reimbursement (10007448) 25-26
ZIP5

EXHIBIT "A"

DOCUMENTATION AND INFORMATION TO BE PROVIDED TO EMPLOYEE

1. District Assessment Plan and documentation of parents' informed consent for audiological assessment.
2. All audiology assessment reports conducted within the past three years.
3. All Speech and Language assessment reports conducted within the past three years.
4. For English Learners, all ELPAC results from the past three years.
5. All multidisciplinary reports or triennial evaluations conducted within the past three years.
6. All independent educational evaluations (IEEs) conducted within the past three years.
7. All reports or other information provided by the parents to the District for consideration by the IEP team.
8. Current IEP and any prior IEPs within the past three years.
9. Medical reports, as appropriate.
10. Any other relevant information to facilitate the assessment process, including but not limited to any written communications from the parent regarding parent concerns, pending or prior due process hearing complaints, and/or relevant settlement agreements.

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 3, 2025**

SERVICE AGREEMENT WITH PARADIGM HEALTHCARE SERVICES

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.

The current agreement is a renewal that allows Paradigm to continue to provide healthcare billing services to the district for the next three years.

This agreement will be effective July 1, 2025-June 30, 2028.

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



SERVICE AGREEMENT

This Service Agreement (“Agreement”) is entered into as of the 1st day of July 2025 between Paradigm Healthcare Services, LLC, a California Limited Liability Company (“Paradigm”) and Placentia-Yorba Linda Unified School District, a Local Education Agency (“Client”). This Agreement shall commence on the date first set forth above and shall continue in full force and effect through June 30, 2028 (“Initial Term”) subject to the termination provisions set forth in Paragraph, “Termination.” Unless either party sends written notice to the other party at least 60 days prior to the end of the Initial Term or any subsequent term, this agreement shall automatically renew for an additional year on each July 1 following the Initial Term, subject to termination provisions herein. The phrase “Term of the Agreement” shall refer to the Initial Term and any subsequent renewal period. The phrase “Fiscal Year” as used in this Agreement shall refer to the period July 1 through June 30. The Agreement will govern activities required to be performed by either party to complete obligations undertaken under this Agreement, regardless whether those activities are to be performed during or after the Term of the Agreement.

RECITALS

Paradigm is engaged in the business of providing software services and school-based claiming services to local education agencies, local governmental agencies, school districts, County offices of education, and local education consortia within the State of California.

Client desires to retain Paradigm, and Paradigm desires to be retained by Client, to provide the services described in in the attached Statements of Work and Terms of Service.

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
Audiology	Treatment	\$ 110.03	\$ 13.20
LVN, PHN, RN	Treatment	\$ 26.75	\$ 3.21
LVN, PHN, RN	Assessment	\$ 187.27	\$ 22.47
School Nurse	Assessment	\$ 187.27	\$ 22.47
School Nurse	Treatment	\$ 107.00	\$ 12.84
Health Aide	Treatment	\$ 11.41	\$ 1.37
Occupational Therapy Assistant	Treatment	\$ 43.37	\$ 5.20
Occupational Therapist	Assessment	\$ 294.02	\$ 35.28
Occupational Therapist	Treatment	\$ 96.98	\$ 11.64
Assoc. MFT / Assoc. SW	Assessment	\$ 11.41	\$ 1.37
LCSW / LMFT	Assessment	\$ 27.70	\$ 3.32
Credentialed School Counselor / Social Worker	Assessment	\$ 25.70	\$ 3.08
School Psychologist / LEP	Assessment	\$ 664.76	\$ 79.77
Assoc. MFT / Assoc. SW	Treatment	\$ 45.64	\$ 5.48
Credentialed School Counselor / Social Worker	Treatment	\$ 102.80	\$ 12.34
LCSW / LMFT	Treatment	\$ 102.80	\$ 12.34
School Psychologist / LEP	Treatment	\$ 110.80	\$ 13.30
Physical Therapist	Assessment	\$ 293.87	\$ 35.26
Physical Therapist	Treatment	\$ 81.63	\$ 9.80
Physical Therapy Assistant	Treatment	\$ 36.52	\$ 4.38
Speech-Language Pathologist	Assessment	\$ 150.12	\$ 18.01
Speech-Language Pathologist	Treatment	\$ 94.77	\$ 11.37
Speech Pathologist Assistant	Treatment	\$ 38.04	\$ 4.56
Optometrist	Assessment	\$ 8.92	\$ 1.07
Registered Dietician, Respiratory Therapist	Assessment	\$ 26.75	\$ 3.21
Registered Dietician, Respiratory Therapist	Treatment	\$ 26.75	\$ 3.21
O&M Specialist	Assessment	\$ 25.52	\$ 3.06
O&M Specialist	Treatment	\$ 25.52	\$ 3.06
Programs Specialist	Treatment	\$ 26.75	\$ 3.21
Transportation		\$ 18.54	\$ 2.22

STATEMENT OF WORK CRCS PREPARATION & SUBMISSION SERVICES

Paradigm's CRCS Preparation & Submission Services

1. RMTS Participant Roster and Fiscal Data Processing. Paradigm will assist Client in processing the quarterly RMTS participant roster (referred to as the TSP List in the California State RMTS manual) and fiscal information needed to complete the annual Cost and Reimbursement Comparison Schedule ("CRCS") Workbook for each Fiscal Year applicable to the Term of the Agreement.
2. Medi-Cal Eligibility Ratio. Paradigm will use its proprietary algorithms and know-how to determine Medi-Cal eligibility and calculate the Medi-Cal Eligibility Ratio within limits imposed by the DHCS. Eligibility match information will be retained by Paradigm and will be used solely to provide services hereunder.
3. CRCS Workbook Preparation. Paradigm will compile all required data (including the Random Moment Time Study Results) as provided by Client and prepare the annual CRCS Workbook in accordance with the claim guidelines approved by DHCS, based on information supplied by Client for each fiscal year, in accordance with the terms of the Agreement. Client will have final approval over the CRCS Workbook submission prepared by Paradigm.
4. CRCS Workbook Submission. Paradigm will coordinate the submittal of the CRCS Workbook to DHCS and provide information as requested by DHCS (including financial bridging documents and LEA eligible services "Production Log") as related to the CRCS Workbook prepared by Paradigm.
5. Audit Support. Paradigm will provide Client personnel with training on audit requirements and program compliance. In the event of a CRCS Workbook 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 (including preparing financial bridging documents and LEA eligible services "Production Log").

Client's CRCS Obligations

1. Fiscal Data Submittal. Client will submit to Paradigm, in a format specified by Paradigm, all fiscal elements needed to complete the CRCS Workbook for each provider for whom reimbursement is sought. Documentation will be submitted to Paradigm no later than sixty (60) days after the end of each Fiscal Quarter for which the CRCS Workbook is to be submitted.
2. Official RMTS Participant Roster (TSP List). On the first day of the fiscal quarter, and again once the list has been re-certified by Client's Regional Agency. Client will submit to Paradigm the official RMTS participant roster.
3. Data Processing & CRCS Submittal. Client will cooperate with Paradigm and will provide Paradigm access to all personnel and files reasonably requested by Paradigm to assist Paradigm in its performance of CRCS Preparation and Submission Services hereunder. In the event Client elects not to utilize Paradigm's services to prepare its annual CRCS Workbook, or fails to make available information necessary to timely complete the CRCS Workbook, Paradigm will not be liable in any manner for resulting termination of Client from participation in the LEA Billing Option or for any resulting disallowance of Client claims.

CRCS Preparation & Submission Services Fees

1. CRCS Workbook Fees. The fee for each CRCS Workbook prepared during the Term of the Agreement will be equal to the lesser of: (i) \$150.00 per employee or contractor used in the final calculation of “Total Net Personnel Costs” as reported on Worksheet A, or (ii) 1% of the “Total Medi-Cal Maximum Reimbursable Cost.” Paradigm will invoice Client for CRCS Services upon completion of each CRCS Workbook.
 - 1.1. Client acknowledges that CRCS Workbooks will be audited, and the extent of the audit is determined by DHCS. Client also acknowledges that adjustments will be made to the CRCS Workbook as a result of the audit, and these adjustments are inherent in the CRCS process. Client acknowledges that any audit adjustments will not constitute a breach of Paradigm’s obligations under this Agreement or limit Paradigm’s entitlement to receive fees for CRCS Services pursuant to this Agreement.
 - 1.2. In the event that any CRCS 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.

CRCS Termination

Notwithstanding anything to the contrary in this Agreement, Client may terminate Paradigm’s CRCS Services by written notice sent no later than sixty (60) days prior to the end of any Fiscal Year for which the CRCS Services would otherwise be provided under this Agreement.

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

	Price	Multiplier	Unit Basis	Discount	Contract Term	Total
Student Health Network - Basic EHR	\$3.00 per year	23442	enrolled students	25 %	3 year	\$52,744.50 per year
Basic EHR features allowing providers to document screenings, assessments, treatments, and consultations; rate basis is total student enrollment; annual fees apply to each school year during the Term, divided into equal monthly installments						
Recurring Discount						\$52,744.50
Initial payment						\$52,744.50
Total Value						\$158,233.50

TERMS OF SERVICE

Accordingly, in consideration of the mutual obligations undertaken herein, THE PARTIES AGREE AS FOLLOWS:

1. **Retention.** Client hereby retains Paradigm and grants it the exclusive right to perform the services described in the Statement(s) of Work subject to the terms and conditions set forth below.

2. **Protection of Confidential Information.**

2.1. Definitions.

2.1.1. "Client Confidential Information" shall mean all information in whatever form that Client provides or authorizes to be provided to Paradigm in connection with the services rendered under this Agreement and that at the time of first receipt: (i) is clearly marked "confidential" or "proprietary;" (ii) constitutes protected health information, personal information, or student or pupil information, as defined by any federal or state laws or regulations, including but not limited to the Family Education Rights Privacy Act (FERPA), 20 U.S.C. §1232g, et al., the Protection of Pupil Rights Amendment (PPRA), 20 U.S.C. §1232h, the Children's Online Privacy Protection Act (COPPA), 15 U.S.C. §§6501-6506, and the California Education Code (including §49073.1); (iii) is governed by the terms of a Data Use Agreement (DUA) between Client and DHCS or its designated third-party administrator ("TPA"); (iv) is otherwise disclosed under circumstances of confidence; or (v) reasonably should be understood by the receiving party to be confidential. Without limiting the foregoing, Client Confidential Information shall include all Client student healthcare data and other student information, and all Medi-Cal and claims-related data files received by Paradigm as Client's designated custodian. Confidential Information shall not include any information that is or becomes publicly known through no fault of Paradigm, is already known by Paradigm at the time of disclosure based on information received from a source other than Client, or is rightfully received or independently developed by Paradigm after disclosure.

2.1.2. "Paradigm Confidential Information" shall mean all information in whatever form that Paradigm provides or authorizes to be provided to Client in connection with the services rendered under this Agreement and that, at the time of first receipt: (i) is clearly marked "confidential" or "proprietary;" (ii) is otherwise disclosed under circumstances of confidence; or (iii) reasonably should be understood by the receiving party to be confidential. Without limiting the foregoing, Paradigm's Confidential Information shall include all business, marketing, technical, financial, customer, supplier, or other information, data entry means, processed claiming data, instructions, management reports, data file specifications, instructional materials, algorithms, software, forms, boilerplate plans, technologies, know-how related to making eligibility determinations, and data and results derived from the foregoing, except to the extent such Confidential Information is set forth in this Agreement, which is a public record.

2.1.3. "Confidential Information" shall mean Client Confidential Information and Paradigm Confidential Information.

2.2. Protection of Confidential Information.

2.2.1. Each party shall use reasonable and appropriate measures to safeguard and keep confidential all Confidential Information of the other party and shall not disclose, use, or copy any Confidential Information except as necessary to perform its obligations hereunder. Such reasonable and appropriate measures shall be no less than the measures taken by each to protect its own confidential information of a similar nature, but in any event no less than the measures governing protection, maintenance, disclosure, retention and destruction of Confidential Information subject to the terms of any DUA between Client and DHCS, or DHCS's designated TPA and any applicable federal or state laws or regulations.

2.2.2. Paradigm represents that all its employees who work with Confidential Information provided by Client under this Agreement: (i) have received regular training in data security procedures and federal and state laws and regulations applicable thereto; (ii) have reviewed Paradigm's written data security policies and procedures; and (iii) have signed an agreement to be bound by the confidentiality terms contained in this Agreement.

2.2.3. Each party may disclose Confidential Information of the other party to its responsible employees and independent contractors to the extent permitted by law and provided that such employees and independent contractors: (i) have a need to access such Confidential Information for purposes of fulfilling the party's obligations hereunder; (ii) have been informed of the confidentiality provisions of this Agreement; and (iii) have agreed in writing to be bound by such provisions to the same extent as the parties. Each party shall be responsible for any breach of the confidentiality provisions of this Agreement by its employees and independent contractors.

2.2.4. Each party will promptly notify the other of any misuse, unauthorized disclosure, or unauthorized access to Confidential Information, and shall reasonably assist the other in responding to such a breach in accordance with all applicable federal and state laws and regulations. Paradigm will designate a Security Coordinator who shall serve as a first point of contact between Client and Paradigm for matters relating to the management and protection of Client Confidential Information.

2.3. Ownership and Use of Client Confidential Information. Client Confidential Information provided to Paradigm under this Agreement continues to be the property of, and under the control of, Client, and will not be used for any purpose other than the requirements of this Agreement. Without limiting the foregoing, Paradigm will not use personally identifiable student information for commercial or advertising purposes. Nothing in this Agreement shall prohibit Paradigm from using student or other Client Information with all personal identification removed for purposes of training, research, or other activities designed to enhance the services provided to Client and to other Paradigm Clients receiving LEA Billing, MAA services, or CYBHI Fee Schedule Services provided that and to the extent such use is consistent with applicable federal and state laws and regulations.

2.4. Review and Correction. Client represents that it maintains a procedure by which parents, legal guardians, and eligible students can review student records and correct erroneous information; Paradigm does not interact

directly with parents, guardians or students, but will cooperate with Client as necessary to allow for the review and correction of student records.

2.5. Retention of Confidential Information.

2.5.1. Paradigm certifies that it will only retain Client's Confidential Information for as long a period as is reasonably necessary to fulfill its obligations under this Agreement, including compliance with DHCS audit requirements, and applicable federal and state laws and regulations. At the end of such compliance period, Paradigm in its reasonable discretion will either destroy all Client Confidential Information in a secure manner or return this Information to Client. Paradigm will confirm in writing its disposition of all Client Confidential Information within five business days of such action.

2.5.2. Client represents that it will only retain Paradigm's Confidential Information for as long a period as is reasonably necessary to fulfill its obligations under this Agreement, including compliance with DHCS audit requirements, and applicable federal and state laws and regulations. At the end of such compliance period, Client will return this Information to Paradigm and confirm such disposition of Paradigm Confidential Information within five business days thereafter.

2.6. Lawful Disclosure. This Paragraph shall not be construed as prohibiting either party from disclosing the other's Confidential Information to the extent required by law, regulation, or court order, provided such party notifies the other party promptly after becoming aware of such obligation and permits the other party to seek a protective order or otherwise to challenge or limit such required disclosure within the time permitted by law.

2.7. Statutory Compliance. A description of Paradigm's procedures to ensure the security and confidentiality of Client Confidential Information in accordance with the terms of this Agreement and all applicable state and federal laws and regulations is incorporated by reference herein, and is available for inspection by Client upon request. The parties acknowledge that, notwithstanding any other provision of this Agreement, Client has taken reasonable and appropriate steps to ensure that Paradigm's current practices with respect to Client Confidential Information comply with FERPA requirements, and Client remains legally responsible for any FERPA violations that may occur in the course of Paradigm's performance of services under this Agreement. The parties also acknowledge that they have made best efforts to ensure that this Agreement complies with the requirements of California Education Code §49073.1.

2.8. Continuing Obligations. The obligations contained in this Section, "Protection of Confidential Information," shall survive for a period of twenty (20) years after the expiration or termination of this Agreement.

3. Accuracy of Information.

3.1. Client Efforts. Client will make reasonable efforts to insure that the information supplied to Paradigm hereunder shall be true, complete, and accurate in all respects. Client assumes sole responsibility, and Paradigm shall have no liability, for the truth, completeness, and accuracy of all information supplied to Paradigm.

3.2. Paradigm Efforts.

3.2.1. Client acknowledges that Paradigm is not providing Client with legal, medical, or healthcare information or services and that any forms, software, and other materials supplied to Client hereunder are not intended to provide legal, medical, or healthcare advice.

3.2.2. If Paradigm is uploading historical records to its Software, Client assumes sole responsibility for the accuracy of historical data, and Paradigm shall have no liability for the truth, completeness, and accuracy of all information supplied to Paradigm.

4. Limitation of Liability.

4.1. In no event shall Paradigm be liable to Client for any incidental, indirect, consequential, special, or punitive damages arising out of or relating to this Agreement, including without limitation damages for lost reimbursements, lost healthcare services, or lost data, regardless of whether Paradigm has been advised of the possibility of such damages, and regardless of whether the claim for damages sounds in contract, tort, or other form of action.

4.2. In no event shall Paradigm's total liability for damages to Client arising out of or related to this Agreement exceed the net fees paid to Paradigm hereunder during the one (1) year period preceding the date on which the first claim alleged to give rise to damages occurs, regardless of the number of claims, causes of action, or amount of the alleged losses.

5. **Licenses and Permits.** Client represents and warrants that: (a) it has all licenses and permits necessary or appropriate to render the medical services it currently provides to its students, and to be eligible for reimbursement; (b) Client will maintain such licenses in full force and effect during the Term of this Agreement; and (c) Client has all necessary authority, including approval by the Board of Education if necessary, to enter into this Agreement and to perform all of its obligations hereunder.

6. **Late Fees.** Client will incur a late fee of two percent (2%) per month or any part thereof, or the maximum fee allowed by law, whichever is less, on any invoiced amount unpaid after sixty (60) days. The fees specified herein do not include taxes or similar surcharges, which are the sole responsibility of Client (excluding taxes on Paradigm's gross income).

7. Indemnification.

7.1. Client's Indemnification Obligations. Client shall indemnify and hold harmless Paradigm, its managing members, employees, and agents against and from any and all liabilities, claims, demands, losses, damages, and expenses, including reasonable attorneys' fees and costs (collectively "Claims"), to the extent arising from Client's negligence, gross negligence, or intentional misconduct in the course of Client's discharge of its obligations under this Agreement, including without limitation: (i) breach of any provisions of this Agreement by Client; (ii) failure of Client or its health care providers, to provide any service for which reimbursement is sought; (iii) failure of Client or its health care providers to perform health care or related services in accordance with any professional standards applicable thereto; (iv) failure of the Client to provide accurate Confidential Information; or (v) failure of Client or its health care providers to obtain or maintain in good standing any licenses, permits, or registrations required to render the healthcare and related services for which reimbursement is sought. Notwithstanding the foregoing, Client shall not be required to indemnify Paradigm hereunder to the extent that Paradigm is obligated to indemnify Client pursuant to the following paragraph, "Paradigm's Indemnification Obligations."

7.2. Paradigm's Indemnification Obligations. Paradigm shall indemnify and hold harmless Client, its school board, officers, directors, employees, and agents against and from any and all Claims to the extent such claims arise from Paradigm's negligence, gross negligence, or intentional misconduct in the course of performing services

under this Agreement. Notwithstanding the foregoing, Paradigm shall not be required to indemnify Client hereunder to the extent that Client is obligated to indemnify Paradigm pursuant to the preceding paragraph, “Client’s Indemnification Obligations.”

- 7.3. The indemnification rights set forth in this Section, “Indemnification,” are conditional on the following: (i) the party seeking indemnification (each an “Indemnified Party”) shall provide prompt written notice of any Claim as to which indemnification is sought to the party from whom indemnification is sought (the “Indemnifying Party”), provided, however, that failure to give such notice shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that it is materially prejudiced thereby; (ii) all Indemnified Parties shall reasonably cooperate with the Indemnifying Party in the defense and settlement of the underlying Claim at no cost to the Indemnified Party; and (iii) the Indemnifying Party shall have full and exclusive authority to defend or settle the underlying Claim, provided that the Indemnifying Party shall not enter into any settlement that includes an admission of liability by the Indemnified Party or injunction against any Indemnified Party without the consent of such Indemnified Party, such consent not to be unreasonably withheld or delayed, and provided further that each Indemnified Party shall have the right to participate in such Claim with counsel of its own selection at its own expense.

8. Termination.

- 8.1. For Cause. Either party may terminate this Agreement upon written notice to the other party if the other party is in material breach of its obligations under this Agreement and such breach is not cured within thirty (30) days after receipt of written notice of the specific nature of such breach (or, in the case of nonpayment of fees, within fifteen (15) days after receipt of written notice). The non-breaching party shall give its reasonable cooperation and assistance to the breaching party in any efforts made to cure such breach.
- 8.2. Without Cause. The parties may terminate this Agreement at any time by written agreement of both parties, effective as of the date specified in such agreement.
- 8.3. Effect of Termination. Upon the expiration or termination of this Agreement for any reason:
- 8.3.1. Payment for Services Completed. All fees Client owes to Paradigm for services provided prior to expiration or termination shall immediately become due and payable upon receipt of an invoice from Paradigm.
- 8.3.2. Confidential Information. Client shall, upon request, return or destroy, at Paradigm’s option, all Confidential Information received from Paradigm and shall certify to Paradigm its compliance with this provision.
- 8.4. Survival of Terms. All provisions of this Agreement which by their express terms extend beyond expiration or termination of this Agreement or which by their nature so extend shall survive expiration or termination, including but not limited to Paragraphs: “Protection of Confidential Information,” “Limitation of Liability,” “Indemnification,” “Termination,” “Paradigm Proprietary Rights,” and “Miscellaneous.”

9. **Paradigm Proprietary Rights**. Client acknowledges and agrees that Paradigm retains all right, title, and interest, including without limitation all intellectual property rights, in and to Paradigm’s Confidential Information (as defined above), and all forms, materials, submissions, and software prepared or supplied by Paradigm. Except as and to the

extent otherwise provided in this Agreement, neither this Agreement nor Paradigm's performance of services under this Agreement shall give Client any ownership interest in or license to any of Paradigm's intellectual or other property.

10. Miscellaneous.

- 10.1. Notice. Any notice required or permitted to be given under this Agreement shall be in writing and may be delivered in person, by overnight courier, or by email if confirmed by first class mail, or sent by certified or registered mail, addressed to the other party at the address set forth on the signature page of this Agreement. Notice will be effective as of the date personally delivered, or if by email, three business days after the date of mailing of by first class mail, certified or registered mail, provided that notice received on holidays, weekends or nights will be effective at 9:00 a.m. on the next business day.
- 10.2. Relationship. It is intended that the relationship of Paradigm to Client shall at all times be that of an independent contractor. Nothing contained in this Agreement is intended or to be construed so as to create any partnership, joint venture, employment, agency, franchise or other representative relationship between the parties. No party hereto, or their respective officers, directors, employees, or agents shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party, or to bind the other party to any contract, agreement, or undertaking with any third party.
- 10.3. Governing Law. This Agreement and the rights and obligations of the parties under it shall be subject to, governed by, construed, and enforced pursuant to the laws of the State of California without giving effect to any choice of law principles. Headings are for convenience only.
- 10.4. Severability. If any provision of this Agreement is held by a court or arbitrator to be invalid or unenforceable, the remaining portions of this Agreement 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.
- 10.5. Arbitration. Any dispute arising in connection with the interpretation or enforcement of this Agreement shall be resolved by compulsory binding arbitration under the auspices of and in accordance with the commercial arbitration rules of JAMS in San Francisco, California before a single arbitrator to be selected by mutual agreement of the parties or, failing such agreement, by JAMS from a list of three arbitrators proposed by each side. The decision of the arbitrator will be final and not appealable. The arbitrator shall interpret and enforce this Agreement in accordance with the laws of the State of California. The arbitrator shall be empowered to award the prevailing party any remedy available in law or equity not specifically precluded by this Agreement, including without limitation injunctive or declaratory relief, and attorneys' fees and costs.
- 10.6. Other Remedies. The parties acknowledge and agree that any actual or threatened misappropriation or infringement of intellectual property or breach of the confidentiality provisions of this Agreement will cause irreparable harm for which there is no adequate remedy at law, and accordingly, in addition to any other available remedies, a party may seek to enforce its rights with respect to the protection of confidential information or intellectual property hereunder through injunctive relief in any court of competent jurisdiction. In the event that any party is required to commence an action or arbitration to interpret or enforce any of the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.

- 10.7. Force Majeure. Neither party shall be liable for any delay or failure to perform its obligations hereunder (except for any obligation to pay fees) resulting from any cause beyond its reasonable control, including but not limited to acts of God, terrorism, weather, fire, explosions, floods, strikes, work stoppages, slowdowns, industrial disputes, accidents, riots, civil disturbances, or acts of government.
- 10.8. Entire Agreement; Amendment. This Agreement, the online Software License Agreement, and Paradigm's Website Policies constitute the entire agreement between Client and Paradigm, superseding all prior and contemporaneous proposals, negotiations, communications and agreements, written or oral concerning the subject matter hereof. The provisions of these agreements shall be construed to give effect to all provisions therein to the greatest extent possible. In the event of any conflict between the agreements, they shall take precedence over one another in the following order, with each agreement listed taking precedence over all listed after it: this Agreement; the online Software License Agreement; and the Website Policies. This Agreement may be amended only by an instrument in writing duly approved and signed by both parties.
- 10.9. Assignment. Neither party shall assign or transfer this Agreement without the consent of the other party, which shall not be unreasonably withheld or delayed. Any assignment or transfer in violation hereof shall be null and void.
- 10.10. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors, assignees, and legal representatives. It creates no rights in any third parties including any individual in connection with which reimbursement is sought by Client.
- 10.11. Counterparts. This Agreement may be executed in any number of faxed, scanned, 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 Agreement 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

2025-04-29

Constance Laflamme, Owner/CEO

1225 4th Street, #363

San Francisco, CA 94158

Tel (415) 616-0920

claflamme@paradigm-healthcare.com

**AGREEMENT WITH SCHOOL HEALTH CORPORATION AED PROGRAM MANAGEMENT:
SCHOOL HEALTH CONNECT**

Background

The Placentia-Yorba Linda Unified School District (PYLUSD) began installing automated external defibrillators (AEDs) at high schools in 2007. Since then, AEDs have been added to all middle and elementary school campuses, as well as the district office. In accordance with state law, AEDs must be regularly maintained and tested following the operational and maintenance guidelines established by the manufacturer, the American Heart Association, the American Red Cross, and federal regulations under the Food and Drug Administration.

The district pays an annual maintenance fee of \$165 per AED with School Health Connect. This fee covers access to an online management system that allows PYLUSD to efficiently monitor the status of all AEDs, including the expiration dates of pads and batteries. In addition, this system supports the monitoring of expiration dates for Narcan and EpiPens located across school sites. There are currently 69 AED units in the district, with at least one installed at every elementary and two at every middle school, and multiple units at each high school and the district office.

Maintaining these life-saving devices is critical to ensuring the health and safety of our students, staff, and visitors. Immediate access to properly functioning AEDs, Narcan, and EpiPens can mean the difference between life and death during a medical emergency, underscoring the importance of ongoing program maintenance and readiness.

This maintenance contract will be effective from July 1, 2025, through June 30, 2026.

Financial Impact

General fund, NTE: \$12,000

Administrator

Renee Gray, Assistant Superintendent, Student Support Services
Baldwin Pedraza, Director of Student Services
Michelle DeHaven, Administrator, Health Services



We Supply Your Future™

5600 Apollo Drive, Rolling Meadows, Illinois 60008
P(866)323-5465 | F(800)235-1305 | SchoolHealth.com

QUOTATION

EXPIRATION DATE	QUOTE NO
6/21/2025	QUO000049860
DATE	QUOTE P.O. #
4/22/2025	SH CONNECT 4/22/25

Attn: **MICHELLE DEHAVEN**
Ship To: **PLACENTIA YORBA LINDA USD WHSE**
1301 E ORANGETHORPE AVE
PLACENTIA, CA 92870-5302
USA

Bill To: **PLACENTIA-YORBA LINDA USD**
1301 E ORANGETHORPE AVE
PLACENTIA, CA 92870-5302
USA

QUOTE PREPARED BY	PHONE	EMAIL FOR QUOTE UPDATES
James Weissensel	866-323-5465	bids@schoolhealth.com

CUSTOMER NOTES & INSTRUCTIONS	TERMS
-FREE SHIPPING ON ORDERS OVER \$125 -TARIFF DISCLAIMER: We understand that many schools are planning now for back-to-school purchases in July and beyond. To support your budgeting process, we will do our best to honor quoted prices for as long as possible. However, due to ongoing uncertainty around tariffs and global supply chain costs, we may be required to adjust pricing if unexpected increases—such as newly imposed tariffs—go into effect before your order is placed. We remain committed to providing accurate, competitive pricing and will communicate any changes proactively. Please don't hesitate to reach out with any questions—we're here to help.	Net 30 days

LN	ITEM AND DESCRIPTION	QUANTITY	UNIT	DISCOUNT PRICE	AMOUNT
1	1041541 SH CONNECT COMPLIANCE ESSENTIALS 1 YR **YEAR 1** 1. AED Equipment tracking & Reporting 2. Emergency Medication & Equipment tracking and reporting 3. Pad and Battery expiration notices 4. Inspection Reminders 5. Fully featured mobile application 6. CPR Training and Credential Management	69	EA	100.0000	6,900.00
2	1041565 SH CONNECT COMPLIANCE ONSITE VISIT	69	EA	65.0000	4,485.00
				Sub Total	11,385.00
				Freight	0.00
				Tax	392.44
				Total	11,777.44

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 3, 2025**

**AFFILIATION AGREEMENT WITH THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,
IRVINE (UCI), DEPARTMENT OF OPHTHALMOLOGY**

Background

The Placentia-Yorba Linda Unified School District (PYLUSD) is entering into an agreement with the University of California, Irvine (UCI) to participate in the Pediatric Vision Project, an initiative that brings critical eye care services directly to our underserved student population. Through this partnership, UCI will transport its Pediatric Eye Mobile to preschool sites and provide vision screenings, comprehensive eye exams, and glasses, when necessary, free of charge.

This partnership strengthens our commitment to supporting the whole child by ensuring students have equitable access to essential health services. Vision issues can significantly impact learning, and early detection and treatment are critical for student success. By removing barriers such as cost and transportation, our partnership with the Pediatric Vision Project ensures our PYLUSD students—particularly those who may otherwise go without care—receive timely, high-quality vision services. We believe this collaboration will have a direct, positive impact on student achievement and well-being.

This agreement will be effective July 1, 2025-June 30, 2026.

Financial Impact

No cost to the district

Administrator

Renee Gray, Assistant Superintendent, Student Support Services
Baldwin Pedraza, Director of Student Services
Michelle DeHaven, Administrator, Health Services

**AFFILIATION AGREEMENT
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT**

This Affiliation Agreement is made and entered into this 1 day of July 2025, in the State of California by and between Placentia-Yorba Linda Unified School District, (hereinafter referred to as "AFFILIATE") and The Regents of the University of California, a Constitutional corporation, on behalf of the University of California, Irvine, Department of Ophthalmology (hereafter referred to as "UNIVERSITY").

WITNESSETH

WHEREAS, UNIVERSITY provides in its curriculum a project for the pediatric vision care through a community service agreement with the Children's and Families Commission of Orange County (CFCOC) (hereinafter collectively referred to as "Pediatric Vision Project"); and AFFILIATE.

WHEREAS, the UNIVERSITY desires to provide vision screenings to students and follow up care to the students that fail the annual vision screening. The UNIVERSITY employs physicians and other personnel with training in ophthalmology and optometry and its support staff to perform such services;

IN FURTHERANCE of the foregoing purpose and the Pediatric Vision Project for the children of Orange County it is agreed:

1. The UNIVERSITY shall transport the UCI Pediatric Eye Mobile to the school locations within Placentia-Yorba Linda Unified School District of Orange County.
2. UNIVERSITY shall provide its services described herein during normal school hours and /or on a mutually agreed upon schedule.
3. AFFILIATE is willing to allow UNIVERSITY to utilize the AFFILIATE'S facilities-for examination of the children that fail the school district's annual vision screen by the staff of the Pediatric Vision Project of UNIVERSITY as pursuant to the terms of this Agreement:

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth below, the parties agree as follows:

I. TERM

This Agreement shall become effective upon final execution and shall continue in effect until June 30, 2026; subject to termination by either party with or without cause at any time by either party upon ninety (90) days' prior written notice to the other party. Program year shall end in June, with the exact day varying from year to year as determined by the UNIVERSITY.

II. ASSIGNMENT

- A. UNIVERSITY'S Pediatric Vision Project STAFF and UCI VOLUNTEERS visiting the AFFILIATE shall be under the supervision of a physician who is a member of University who holds a faculty appointment with UNIVERSITY.
- B. UNIVERSITY may assign STAFF to visit the AFFILIATE under the direction of an Optometrist to provide vision care as determined by UNIVERSITY and agreed upon by AFFILIATE.
- C. STAFF and UCI VOLUNTEERS shall be subject to the rules and regulations of AFFILIATE and UNIVERSITY.
- D. UNIVERSITY STAFF visiting the AFFILIATE to meet the terms of the Orange County Pediatric Vision Project supported by the CFCOC shall be in good standing with UNIVERSITY. STAFF AND UCI VOLUNTEERS shall not be deemed to be employees of the AFFILIATE during the hours in which they are assigned to the UNIVERSITY'S vision project.

III. COMPENSATION

Neither party to this Agreement shall be obligated to pay any monetary compensation to the other, nor shall AFFILIATE have obligation to pay monetary compensation or benefits to STAFF and UCI VOLUNTEERS.

IV. NON-DISCRIMINATION

Neither party to this Agreement shall employ discriminatory practices in its performance hereunder on the basis of ethnicity, religion, sex, national origin, ancestry, age or physical handicap.

V. OBLIGATIONS OF UNIVERSITY

- A. UNIVERSITY shall be responsible for the selection, education, placement of STAFF AND VOLUNTEERS visiting AFFILIATE to provide vision screenings and exams as called for in the Children's and Families Commission Orange County (CFCOC) Pediatric Vision Project.
- B. UNIVERSITY shall provide STAFF and UCI VOLUNTEERS, along with AFFILIATE with all training and instruction required by UNIVERSITY'S Pediatric Vision Project. UNIVERSITY STAFF will provide vision exams, prescription for glasses and corrective lenses as needs and glasses at no charge for the children referred to the UCI Pediatric Eye Mobile, assistance with program evaluation and advice to the AFFILIATE personnel on the need for referral of children for ongoing ophthalmologic care.
- C. UNIVERSITY shall determine the required number of hours of clinical experience required for STAFF providing the vision exams at the AFFILIATE. All plans for providing vision care at AFFILIATE shall be subject to the approval of AFFILIATE, which approval shall not be unreasonably withheld.
- D. UNIVERSITY'S STAFF visiting the AFFILIATE shall be provided professional medical liability coverage by the UNIVERSITY.
- E. AFFILIATE may, at any time, discontinue their participation in the Pediatric Vision Project upon notification to UNIVERSITY. Such dismissal shall not be arbitrary or unreasonable.
- F. The Pediatric Vision Project Principal Investigator/ faculty (PI) and assigned STAFF to visit the AFFILIATE's facility will meet with AFFILIATE's designated liaison prior to providing vision care to the AFFILIATE's students. During this meeting the PI and Project Director will establish a time for visitation to the facility to provide eye exams for the student cohort that fails the vision screenings conducted by the staff of the Pediatric Vision Project. The vision screenings will be conducted according to the protocols specified within the Pediatric Vision Project and agreed to by the AFFILIATE. The Pediatric Vision Project PI and Project

Director will be responsible for communicating any AFFILIATE requirements to the Vision Project STAFF and ensure compliance with AFFILIATE's requirements.

- G. The Vision Project PI and Project Director will provide AFFILIATE with a copy or multiple copies of the protocols and pediatric vision design and methodology. The faculty member or Project Director will arrange for meetings with the AFFILIATE's STAFF and SRN's so that the UNIVERSITY STAFF are knowledgeable of AFFILIATE's policies and procedures that might apply to the implementation of the Pediatric Vision Project.
- H. The faculty member and Vision Project STAFF will act as the liaison to the AFFILIATE. UNIVERSITY will coordinate and oversee UNIVERSITY staff. They will update AFFILIATE when and if changes occur related to the Vision Project that might impact the AFFILIATE. They will communicate and work to resolve any project issue in a timely manner that may occur during the VISITATION of UNIVERSITY STAFF to the AFFILIATE'S facility. If they are not able to work through the issue they will seek counsel from the Project Director or PI.

VI. OBLIGATIONS OF AFFILIATE

- A. AFFILIATE shall retain ultimate control and responsibility for their facility.
- B. AFFILIATE shall designate a person to help coordinate with the UNIVERSITY project staff for the scheduling of the UCI Pediatric Eye Mobile.
- C. AFFILIATE will adopt the protocols designed by the Pediatric Vision Project staff to conduct screenings using the plus optix or other available screening devices and methods to identify the student cohort that will require additional screening and/ or eye exams that could determine and identify the vision care needs of the children. This could be identification of those within the cohort that will need glasses prescribed and dispensed by the UNIVERSITY Vision Project Staff and/or the need for the student to be seen for tertiary care.
- D. AFFILIATE STAFF will provide data from the screening and will conduct follow-up inquiries on the students who fail the vision screens to ensure they are seen by a medical doctor or the visiting optometrist as required.

- E. AFFILIATE shall provide Vision Project STAFF with a place to park the Pediatric Eye Mobile and access to the student cohort that has failed the vision screening conducted by the Pediatric Eye Mobile STAFF.
- F. AFFILIATE shall make its best efforts to provide adequate space, support, and AFFILIATE STAFF assistance to ensure that the identified cohort is available for eye exams as prearranged.
- G. AFFILIATE shall permit the use of its parking facilities and electrical source (if applicable).
- H. AFFILIATE shall provide orientation program for faculty member and Vision Project STAFF if deemed necessary by the AFFILIATE.
- I. AFFILIATE shall assure the availability and appropriateness of the student cohort to be provided with eye exams by the UNIVERSITY STAFF. The cohort shall be limited to those children who are enrolled in the school or other programs conducted on school grounds and who have received written consent from their parents or guardian for vision examination and a prescription of corrective lenses as appropriate.
- J. AFFILIATE shall detail the specific responsibilities and authority of the facility's staff as related to the Pediatric Vision Project.
- K. AFFILIATE shall assure that staff is adequate in number and quality to insure that the Pediatric Vision Projects visit to the AFFILIATES facilities are efficient and effective meeting the Visit objectives as outlined in the Vision Project agreement.
- L. With respect to any professional services performed by UNIVERSITY under this agreement, AFFILIATE agrees as follows:
 - a. To inform University immediately upon initiation of an investigation of UNIVERSITY STAFF or upon the occurrence of a substantive untoward event involving UNIVERSITY STAFF.
 - b. To advise UNIVERSITY, within 3 calendar days, of receipt of services of a complaint,

Summons, or notice of a claim naming or involving UNIVERSITY STAFF. The UNIVERSITY will initiate actions as appropriate to address, investigate and/or defend the complaint/claim.

- M. Cooperate with and assist UNIVERSITY in investigating facts which may serve as a basis for taking any disciplinary or academic action against UNIVERSITY staff. UNIVERSITY may but need not consult with AFFILIATE concerning any proposed disciplinary action. AFFILIATE agrees to abide by UNIVERSITY'S recommended disciplinary action against UNIVERSITY STAFF. AFFILIATE shall have the right for good cause and after consultation with the UNIVERSITY to prohibit further attendance at AFFILIATE facilities of any UNIVERSITY STAFF provided that the AFFILIATE will not take any action against UNIVERSITY STAFF in an arbitrary and capricious manner. Upon such termination the UNIVERSITY will use its best efforts to replace terminated staff members with regard to these types of events.

VII. INDEMNIFICATION

- A. AFFILIATE shall defend, indemnify and hold UNIVERSITY, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are actually or allegedly caused by or result from the negligent or intentional acts or omissions of AFFILIATE, its officers, agents or employees.
- B. UNIVERSITY shall defend, indemnify and hold AFFILIATE, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of UNIVERSITY, its officers, agents or students.
- C. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligation to indemnify as to any claims or cause

of action asserted so long as the event(s) upon which such claim or cause of action is predicated shall have occurred prior to the effective date of termination or completion.

VIII. INSURANCE

A. AFFILIATE, at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance as follows:

1. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

- | | | |
|----------------------|--|-------------|
| a) Each Occurrence | | \$2,000,000 |
| b) General Aggregate | (not applicable to the Comprehensive form) | \$5,000,000 |

2. Professional Medical Liability Insurance with limits as follows:

- | | |
|----------------------|-------------|
| a) Each Occurrence | \$2,000,000 |
| b) General Aggregate | \$5,000,000 |

If such insurance is written on claims-made form, following termination of this Agreement, coverage shall survive for the maximum reporting period available from insurance sources. Coverage shall also provide for a retroactive date of placement prior to or coinciding with the effective date of the agreement.

3. Business Automobile Liability Insurance for owned, scheduled, non-owned or hired automobiles with a combined single limit of no less than One Million Dollars (\$1,000,000) per occurrence.

4. Worker's Compensation and Employers Liability Insurance in a form and amount covering AFFILIATE'S full liability under the Worker's Compensation Insurance and Safety Act of the State of California as amended from time to time.

5. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of UNIVERSITY and AFFILIATE against other insurable risks relating to performance.

It should be expressly understood, however that the coverage required under this Section A. (1), (2), (3) shall not in any way limit the liability of AFFILIATE. AFFILIATE upon the execution of this Agreement shall furnish UNIVERSITY with Certificates of Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) day advance written notice to UNIVERSITY of any modification, change or cancellation of any of the above insurance coverage.

B. UNIVERSITY at its sole cost and expense, shall self-insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance as follows:

1. General Liability Self-Insurance Program with limits as follows:

- | | |
|----------------------|-------------|
| a) Each Occurrence | \$2,000,000 |
| b) General Aggregate | \$5,000,000 |

2. Professional Medical Liability Self-insurance with limits as follows:

- | | |
|----------------------|-------------|
| a) Each Occurrence | \$2,000,000 |
| b) General Aggregate | \$5,000,000 |

If such insurance is written on a claims-made form, following termination of the agreement, coverage shall survive for the maximum reporting period available from insurance sources. Coverage shall also provide for a retroactive date of placement prior to or coinciding with the effective date of the agreement.

3. Business Automobile Self-insurance Program for owned, scheduled, non-owned, or hired automobiles with a combined single limit of no less than One Million Dollars (\$1,000,000) per occurrence.

4. Worker's Compensation and Employers Liability equivalent Self-Insurance Program covering UNIVERSITY'S full liability under the Worker's Compensation Insurance and Safety Act of the State of California as amended from time to time.

5. Sexual Abuse and Molestation coverage:

- a. Per occurrence \$5,000,000

b. General Aggregate \$5,000,000

6. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the AFFILIATE and UNIVERSITY against other insurable risks relating to performance.

It should be expressly understood, however, that the coverage required under this Section B (1), (2) and (3) shall not in any way limit the liability of UNIVERSITY. UNIVERSITY upon the execution of this Agreement shall furnish AFFILIATE with Certificates of Self-Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) day advance written notice to AFFILIATE of any modification, change or cancellation of any of the above insurance coverage.

- a. The foregoing insurance limits and/or requirements as referred to under Section (A) and (B) above shall be subject to changes in or modifications, or coverage, forms and /or limits as mandated from time to time by insurance programs of the parties. When such changes or modifications are mandates, the parties shall agree to renegotiate requirements for insurance coverage, forms and/or limits within thirty (30) days from receipt of notification by either party or such change. The period for renegotiation shall be thirty (30) days. New contract terms regarding coverage, forms and/or limits shall be mutually agreed upon by the parties and shall be evidenced by a written addendum to this Agreement within the period of renegotiation. If the parties are unable to renegotiate said coverage, forms, and/or limits, this Agreement shall automatically terminate at the end of thirty (30) day period following renegotiation unless the parties mutually agree to extend the period for renegotiation and additional thirty (30) days.

IX. REQUIRED NOTICES

Any notice required or permitted to be given pursuant to this Agreement shall be in writing and shall be served by personal service or registered mail. When served by registered mail, service shall be conclusively deemed effective three (3) days after deposit thereof in the United States mail, postage prepaid, addressed to the party to whom such notice is to be given as herein provided:

A. Notice to AFFILIATE shall be addressed and mailed as follows:

Baldwin Pedraza, Ed. D
Director, Students Services
Placentia-Yorba Linda Unified School District
1301 E. Orangethorpe
Placentia, CA 92870

B. Notice to UNIVERSITY shall be addressed and mailed as follows:

Donny Suh, MD
Pediatric Vision Director,
Department of Ophthalmology
Gavin Herbert Eye Institute
University of California, Irvine
850 Health Sciences Road
Irvine, CA 92697-3959

With a copy to the following:

Carl Smith
Sr. Assistant Dean of
Administration
School of Medicine
University of California, Irvine
1001 Health Sciences Rd.
Irvine, CA 92617

Julie Ann Hernandez
Director, Risk & Regulatory
Affairs
UC Irvine Health
101 The City Dr., Rte 153
Orange, CA 92868

Donny Suh
Gavin Herbert Eye Institute
University of California, Irvine
850 Health Sciences Road
Irvine, CA 92697-3959

X. ENTIRE AGREEMENT

This Agreement states the entire contract between the parties in respect to subject matter of this Agreement and supersedes any previous or contemporaneous oral or written proposals, statements, discussions, negotiations, or other agreements. The parties acknowledge that they have not been induced to enter into this Agreement by any oral or written representations or statements not expressly contained in this Agreement. This Agreement may be modified, or any provision waived, only by a writing signed by the parties.

XI. AMENDMENTS

Any amendments to this Agreement must be made, in writing, and approved by the authorized representatives of the AFFILIATE and the UNIVERSITY.

XII. USE OF PARTIES' NAME

- A. UNIVERSITY shall not publish or use, without AFFILIATE'S prior written consent, language, pictures or symbols, from which AFFILIATE'S name may be reasonably inferred or implied in any advertising, promotion or other publicity matter relating directly or indirectly to this agreement. UNIVERSITY shall have the right to acknowledge AFFILIATE'S support of the research performed under this Agreement in scientific publication and other scientific communications.
- B. AFFILIATE shall not publish or use, without UNIVERSITY'S prior written consent, UNIVERSITY'S name or language, pictures or symbols, from which UNIVERSITY'S name may be reasonably or indirectly inferred or implied in any advertising, promotion or other publicity matter relating to this Agreement. The provisions of the State of California, Education Code, Title 3, 92000 apply.

XII. INDEPENDENT CONTRACTOR STATUS

None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between AFFILIATE and UNIVERSITY other than that of independent entities contracting with each hereunder, solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto nor any of their respective officers, directors or employees shall be construed to be the agent, employer or representative of the other except as provided herein. Neither party is authorized to speak on behalf of the other for any purpose whatsoever without the prior consent in writing of the other.

XIV. RESPONSIBILITY FOR OWN ACTS

Each party will be responsible for its own acts or omissions and any and all claims, liabilities, injuries, suits and demands and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by such party, its employees or representatives, in the performance or omission of any act or responsibility of such party under this Agreement. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. However, both parties shall have the right to take any and all actions they believe necessary to protect their interest.

XIII. AUTHORIZATION WARRANTY

- A. UNIVERSITY hereby represents and warrants that the person executing this Agreement for UNIVERSITY is an authorized agent who has actual authority to bind UNIVERSITY to each and every term, condition and obligation set forth in this Agreement and that all requirements of UNIVERSITY have been fulfilled to provide such actual authority.
- B. AFFILIATE hereby represents and warrants that the person executing this Agreement for AFFILIATE is an authorized agent who has actual authority to bind AFFILIATE to each and every term, condition and obligation set forth in this Agreement and that all requirements of AFFILIATE have been fulfilled to provide such actual authority.

XIV. COOPERATION IN DISPOSITION OF CLAIMS

- A. AFFILIATE and UNIVERSITY agree to cooperate with each other in the investigation and disposition of audits, peer review matters, disciplinary actions and third party liability claims arising out of any services provided under this Agreement. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, joint investigation, defense, disposition of claims for third parties arising from services performed under this Agreement, and making witnesses available.
- B. To the extent allowed by law, AFFILIATE and UNIVERSITY shall have reasonable access to the medical records and charts of the other relating to any claim or investigation related to

services provided pursuant to this Agreement; provided however, that nothing shall require either AFFILIATE or UNIVERSITY to disclose any peer review documents, records or communications which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege or under Attorney Work-Product Privilege.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of that date first appearing herein and above, and this Agreement shall become effective as of that commencement date specified in Paragraph 1.

AFFILIATE

THE REGENTS OF THE UNIVERSITY
CALIFORNIA

Name

Donny Won Suh, MD
Professor of Ophthalmology
Director of the Pediatric Vision Project

Date

Date

Tax ID # (Required Field)

Michael J. Stamos, MD
Dean of the School of Medicine

Date

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 3, 2025**

**AGREEMENT WITH NORTH ORANGE COUNTY REGIONAL HEALTH FOUNDATION,
OTHERWISE KNOWN AS FAMILY HEALTH MATTERS COMMUNITY HEALTH CENTER**

Background

North Orange County Regional Health Foundation, also known as Family Health Matters Community Health Center, is a federally qualified health center that sponsors mobile clinic prevention services. These services are designed to deliver on-site care through a dedicated community care team, including licensed medical professionals operating under the supervision of a physician. PYLUSD has partnered with Family Health Matters since 2020 to support the health and well-being of students and families across our district. Family Health Matters uses designated areas at PYLUSD schools—including street parking in front of school sites—to park and operate their mobile health clinic. These services are primarily offered to students and their families within our school communities.

The scope of care includes, but is not limited to, vision screenings, dental services, and preventive health care to the uninsured and low-income populations regardless of age, gender, race, or ability to pay. Services will be delivered in close collaboration with the PYLUSD Family Resource Centers and Health Services staff to ensure coordination and support. Importantly, no services will be provided without the written consent of the student's parent or guardian. This partnership helps remove barriers to accessing essential health care, improves health equity, and supports student readiness to learn by ensuring families have convenient access to high-quality, preventive medical services in their own school communities.

This agreement will be effective from July 1, 2025, to June 30, 2026.

Financial Impact

No cost to the district

Administrator

Renee Gray, Assistant Superintendent, Student Support Services
Baldwin Pedraza, Director of Student Services
Michelle DeHaven, Administrator, Health Services

SERVICE AGREEMENT BETWEEN
PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT AND
NORTH ORANGE COUNTY REGIONAL HEALTH FOUNDATION
FOR MOBILE MEDICAL CARE

THIS SERVICES AGREEMENT ("Agreement") is approved and entered into as of this 1st day of July 2025 ("Effective Date"), by and between the PLACENTIA-YORBA LIN DA UNIFIED SCHOOL DISTRICT, a California public school district duly organized and existing under Chapter I of Division 3 of Title 2 of the Education Code of the State of California (the "District") and the NORTH ORANGE COUNTY REGIONAL HEALTH FOUNDATION DBA Family Health Matters Community Health Center. ("Family Health Matters"), a state licensed community health center.

RECITALS

WHEREAS, District is the owner and operator of multiple schools serving students in pre-school through grade twelve; and

WHEREAS, the District is the owner of certain real property located at 1301 E. Orangethorpe Ave., Placentia, California, commonly known as the District's Administrative Office and

WHEREAS, Family Health Matters Community Health Center' s Mobile Clinics Prevention Health Care Services is a system of care designed to provide onsite care to patients through a relationship with a community care team who will provide services including, but not limited to vision, dental, and preventative medical health care services and is supervised by a California State licensed medical provider(s). Some of the work of this system will take place at the District; and

WHEREAS, Family Health Matters is a Federally Qualified Health Center ("FQHC") under Section 1905 of the Social Security Act, Section 330, exempt from federal tax on under Section 501(c)(3) of the Internal Revenue Code, whose scope of services include, but are not limited to, providing vision, dental and preventive health care services to the uninsured and low income populations regardless of age, gender, race or ability to pay;

WHEREAS, Family Health Matters provides healthcare services in its federally-approved service area through its employees and contractors at its fixed community clinic location and mobile clinics, which are licensed by the California Department of Public Health;

WHEREAS, Family Health Matters operates its mobile vision, dental and medical care program in Orange County, California, to provide preventive health services which may include, but are not limited to: well-child health examination, nutrition education, dental and vision screening and exams providing a warm referral process, (the "Health Care Services ") using a special purpose commercial coach designed and outfitted to provide health care services (the "Mobile Clinic" or " Mobile Clinics");

WHEREAS, Family Health Matters wishes to utilize areas designated by the Schools including street parking areas in front of PLACENTIA-LINDA UNIFIED SCHOOL DISTRICT Schools (" Schools") to park a Mobile Clinic in order to offer health care services for children, staff and the community; and

WHEREAS, District desires to allow Family Health Matters to utilize areas designated by the Schools including street parking areas in front of the Schools for Family Health Matters to park a Mobile Clinic in the community for a limited time.

WHEREAS, the parties desire by this Agreement to provide for the terms and conditions for the use of the Facilities.

AGREEMENT

NOW, THEREFORE, the parties hereto for the consideration hereinafter expressed, covenant and agree as follows:

Section 1. Use of Property. District grants a non-exclusive use to Family Health Matters to use the Property for the limited purposes of parking its mobile health vehicle(s) used to conduct the Family Health Matters Mobile Health Care Program ("Program"). Any reference to Family Health Matter's use of the Property shall include use by Family Health Matters' employees, volunteers or invitees. Use of the Property by Family Health Matters at is at the sole discretion of the District. District activities have priority at all times.

Section 2. Term. The term of this Agreement shall be for one (1) year from the Effective Date ("Term"), unless mutually extended in writing by both parties. This Agreement may be terminated immediately by District if (1) Family Health Matters is in material breach of the Agreement, (2) if District determines there are unsafe and/or dangerous conditions, threats to life or property, or (3) in the event that a natural disaster or emergency makes it necessary for the District to use the Property for alternative purposes. The Agreement shall immediately terminate upon the occurrence of any of the following: (a) in the event funding for Family Health Matters is no longer available; (b) upon the modification of State or federal regulations related to federally qualified health center's providing health care services; or (c) the receipt by either Party of any notice, decree, opinion, ruling, law or regulation that indicate s that any aspect of this Agreement is unlawful. Either Party may terminate the Agreement without cause upon ninety (90) days written notice.

Section 3. Mobile Clinic Care Services.

- (a) Family Health Matters shall provide the Mobile Clinic Care Services as set forth in the Family Health Matters. Scope of Work described in Exhibit B. The services shall be provided in a Mobile Clinic provided by Family Health Matters. It shall be parked in an area designated by the Schools, which may include on-the-street parking areas. Family Health Matters shall commence rendering services on the date as agreed upon in writing by the parties, pursuant to the schedule referenced in this Agreement. All Health Care Services shall be at the sole cost and expense of Family Health Matters.
- (b) The services that are to be provided by Family Health Matters are described in the Scope of Work attached to this Agreement. Services will be provided to Students who are enrolled in District schools or program s "Student s", who have been given permission by their parent and/or legal guardian to receive the Services, on dates and times to be mutually agreed upon by Family Health Matters and District. Services may be provided in school facilities as well as parking areas designated by the Schools, which may include on-the-street parking areas. The District will not pay provider for its Services. Provider is responsible for billing and collecting payment for its Services from Students' third party payor(s), parent(s) or guardian(s), as applicable.
- (c) Family Health Matters Medical Care Services provided under this Agreement will be provided in a special purpose commercial coach designed and outfitted to provide health care services.

- (d) The Health Care Services being provided by Family Health Matters under this agreement shall be limited to services necessary in direct support of health care rendered at the Mobile Clinic and shall not replace the functions of regular health care visits.
- (e) The Health Care Services being provided will be for the children, their parents, nearby community members and staff in the District. All Health Care Services shall be provided by prior appointment with Family Health Matters. Prior to providing Health Care Services, Family Health Matters shall require written consent from the patient or a parent or legal guardian on Family Health Matters' Consent Form. Family Health Matters shall maintain such consent in its records.
- (f) The District makes no representations to Family Health Matters that the schools selected by Family Health Matters are appropriate for the provision of the Health Care Services of the Mobile Clinic. Restrooms will be available on the school site for children only.
- (g) Family Health Matters shall provide documentation to the California Department of Health Services, the fire department, or other government or city/county agency, if and as required, in order to provide the Medical Care Services in the Mobile Clinic.
- (h) Family Health Matters shall have sole and absolute discretion, authority, control and responsibility for the Health Care Services provided in the Mobile Clinic. District is merely providing the location for the operation of the Mobile Clinic.

Section 4. Family Health Matters Staffing. Family Health Matters will provide qualified professional staff that shall hold appropriate licenses and certificates, as applicable, for the provision of services hereunder.

- a. Family Health Matters will designate one individual to serve as the Mobile Clinic Medical Care Services Supervisor. The Supervisor shall be responsible for administrative matters relating to the provision of Health Care Services in the Mobile Clinics.
- b. Only licensed providers, registered nurses, medical and dental assistants shall provide Health Care Services in the Mobile Clinic and shall be under the overall supervision of Family Health Matters' Medical Director. The Care Coordinator will assist with scheduling appointments and health education for parents and children.
- c. Family Health Matters further represents that all employees or contractors providing Services under the agreement have signed statements indicating their understanding of and compliance with child abuse and neglect reporting requirements and patient confidentiality under applicable law.
- d. Independent Contractors.
 - (i) For purposes of this Agreement, all persons employed by Family Health Matters in the performance of services and functions with respect to this Agreement shall be deemed employees of Family Health Matters and no Family Health Matters employee shall be considered as an employee of the District under the jurisdiction of District, nor shall Family Health Matters employees have any District pension, civil service, or other status while an employee of Family Health Matters.
 - (ii) Family Health Matters shall have no authority to contract on behalf of District. It is expressly understood and agreed by both parties hereto that Family Health Matters,

while engaged in carrying out and complying with any terms of this Agreement, is not acting as an agent, officer, or employee of District.

- (iii) Family Health Matters is at all times acting and performing Medical Care Services as an independent contractor. Family Health Matters 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 Districts' employees are normally entitled, including but not limited to State Unemployment Compensation or workers' compensation.
- (iv) Family Health Matters assumes full responsibility for the acts and/or omissions of its employees or agents as they relate to the Services provided under this Agreement. The District shall neither have nor exercise any control or direction over Family Health Matters or its employees in the performance of the Services under this Agreement.

Section 5. Conditions to Use.

- (a) Non-Interference with District Activities. This Agreement shall not grant Family Health Matters, its employees, volunteers or invitees the right to interfere with any activities of District, as determined by the District in its sole discretion.
- (b) Conduct of Family Health Matters. Employees. Volunteers and Invitees. Family Health Matters shall insure that all employees, volunteers, invitees, and all others in attendance will adhere to proper standards of public conduct and comply with the District's Conditions of Use of Facilities Policy. There is to be no consumption of intoxicating liquors or other controlled substances, smoking, gambling, quarreling, fighting, use of profane language, or indecent exposure on or near the Facilities. In the event the District determines, in its sole and absolute discretion, that an employee, volunteer or invitee of Family Health Matters is failing to adhere to proper standards of public conduct, is in violation of any District policy and/or is in any way disrupting the activities of the District's employees, student and/or invitees, the District reserves the right to remove said individual, and/or require Family Health Matters to remove said individual from the District's Property and prohibit future access to the Property.
- (c) Insurance.
 - (i) Public Liability and Property Damage. Family Health Matters agrees to maintain in full force and effect throughout the duration of the Agreement a suitable policy or policies of public liability and property damage insurance, insuring against all bodily injury, property damage, personal injury, and other loss or liability caused by or connected with Family Health Matter's use of the Facilities under this Agreement. Such insurance shall be in amounts not less than \$1,000,000 per occurrence; \$3,000,000 for general aggregate and \$1,000,000 for property damage.
 - (ii) Professional Liability. Family Health Matters agrees to maintain in full force and effect throughout the duration of the Agreement a suitable policy or policies of professional liability (malpractice) insurance with limits of one million dollars (\$1,000,000.00) per occurrence and an aggregate of three million dollars (\$3,000,000.00).
 - (iii) Automobile Liability. Family Health Matters also agrees to maintain in full force and effect with regard to any Family Health Matters owned vehicles which Family Health Matters brings onto the Facilities a suitable policy or

policies of automobile liability insurance with a combined single limit of \$1,000,000 per accident throughout the duration of the Agreement.

(iv) **Workers' Compensation.** Family Health Matters shall also maintain, in full force and effect throughout the term of this Agreement, Workers' Compensation insurance in accordance with the laws of California, and employers' liability insurance with a limit of not less than \$ 1,000,000 per employee and \$1,000,000 per occurrence.

(v) **Notice: Additional Named Insureds.** All insurance required under this Agreement shall be issued as a primary policy and contain an endorsement requiring thirty (30) days written notice from the insurance company to both parties hereto before cancellation or change in coverage, scope or amount of any policy. District, its directors, officers, agents, employees and consultants, shall be designated as additional named insureds.

(vi) **Insurance Endorsements.** Concurrent with the execution of the Agreement and prior to any use by Family Health Matters of the Facilities, Family Health Matters will provide District with an endorsement(s) verifying such insurance and the terms described herein.

(d) **Indemnification.** Family Health Matters shall be responsible for, and District, its board members, officers, agents, employees, students and invitees ("District Parties") shall not be answerable or accountable in any manner for any loss or expense by reason of any damage or injury to person or property, or both, arising out of the acts, omissions, and/or negligence of Family Health Matters, its agents, officers, employees, volunteers, guests or invitees ("Family Health Matters Parties"), or resulting from Family Health Matters Parties' activities at the Property including the Facilities or from any cause whatsoever arising out of or in connection with this Agreement or any other use or operations at the Property including the Facilities. Family Health Matters shall indemnify and defend District Parties against and will hold and save them and each of them harmless from any and all actions, claims, liens, damages to persons or property, penalties, obligations or liabilities, including attorney's fees, that may be asserted or claimed by any person, firm, association, entity, corporation, political subdivision, or other organization arising out of or in connection with Family Health Matters Parties' activities at the Property including the Facilities, this Agreement, and any other use of and operations at the Property including the Facilities pursuant to this Agreement, whether or not there is Concurrent passive negligence on the part of District Parties, but excluding such actions, claims, damages to persons or property, penalties, obligations or liabilities arising from the sole active negligence or willful misconduct of District Parties. Family Health Matters further agrees to indemnify, defend and hold harmless District Parties and each of them from any claim or cause of action arising out of or related to liability resulting from violation of any applicable Federal, State or local statute, ordinance, order, requirement, law or regulation that may adversely affect the Property including the Facilities. Family Health Matters further agrees to indemnify, defend and hold harmless District Parties and each of them from any claim or cause of action arising out of or related to any personal property of Family Health Matters Parties stored at the Property including the Facilities. In connection therewith:

(e) **Actions Filed.** Family Health Matters shall defend any action or actions filed in connection with any of said claims, liens, damages, penalties, obligations or liabilities, and will pay all costs and expenses, including attorneys' fees incurred in connection therewith.

(f) Judgments Rendered. Family Health Matters shall promptly pay any judgment rendered against Family Health Matters Parties or District Parties covering such claims, liens, damages, penalties, obligations and liabilities arising out of or in connection with such use of and operations at the Property including the Facilities referred to herein and agrees to save and hold District Parties harmless therefrom.

(g) Costs and Expenses; Attorneys' Fees. In the event any District Parties are made a party to any action or proceeding filed or prosecuted against Family Health Matters Parties for such damages or other claims arising out of the use of and operations at the Property including the Facilities referred to herein, Family Health Matters agrees to pay District Parties any and all costs and expenses incurred by them in such action or proceeding together with reasonable attorneys' and expert witness fees.

The provisions of this Section shall survive the termination or expiration of this Agreement.

(h) Program Materials, Furnishings and Equipment. Upon termination of this Agreement, the Mobile Clinics and any furnishings, equipment, or supplies shall remain under the exclusive ownership and control of Family Health Matters or, if applicable, its subcontractor or cooperative partner.

(i) Program Supervision and Security. Family Health Matters shall provide all necessary supervision of its employees, volunteers and invitees while using the Facilities. Family Health Matters is solely responsible for the safety and security of its employees, volunteers and invitees at all times.

(j) Parking. Parking in the parking lot shall not be reserved and shall be limited to standard-sized automobiles, except in specifically designated areas. No vehicles shall be parked in driveways, loading areas, or other areas not specifically designated for parking.

(k) Utilities. District shall be responsible for payment of all utilities associated with operation and use of the Facilities during the term of this Agreement.

Section 6. District Obligations

- (a) Making announcements as appropriate, to Students and their parent(s) and guardian(s) sufficiently in advance of the service delivery date to allow for reasonable arrangements so the maximum number of students can receive the Services.
- (b) Allotting usable space in the District or facility on the service delivery date(s) that is sufficient for Family Health Matters providers to furnish services in an appropriately private and secure setting.
- (c) Assisting as needed in the transportation of students seeking Mobile Medical Services to and from their classroom and the delivery location.
- (d) Applications and Permission Slips for Mobile Health Care Services. Health Care Services will be provided to students, staff, and the community in the District who have been given written consent by patient, or by student's parents/guardians to receive such services. Services will be provided on dates and times to be mutually agreed upon by Family Health Matters and District. It shall be required that all students examined at a Mobile Health Clinic tum in a consent form signed by parent or guardian prior to having any health care services. As applicable, Family Health Matters will furnish the District with sufficient copies of its Health Insurance Portability and Accountability Act (HIPAA) Notice of Privacy Practices for distribution to students and their parents or guardians.

Section 7. Billing. The Health Care Services are to be delivered to children, staff, and the community at no charge to the District. The District shall not provide any billing or collection services. Any payment for Health Care Services, if applicable, shall be solely between Family Health Matters and the patient or the child's parent and/or guardian.

Section 8. Compliance With Law.

- (a) Family Health Matters shall comply with all laws, ordinances, zoning, rules, and regulations applicable to the Facilities, enacted or promulgated by any public or governmental authority or agency, including without limitation District, having jurisdiction over the Facilities. Family Health Matters shall be responsible for obtaining and maintaining throughout the Term of the Agreement all permits, licenses, approvals, including a Conditional Use Permit if necessary, from any local, state or federal agency necessary for the Program and/or use of the Facilities. Family Health Matters shall comply with requirements of state law regarding fingerprinting and background checks, as applicable.
- (b) District has made no representation or warranty as to the suitability of the Property and/or the Facilities for Family Health Matters' Program, and Family Health Matters waives any implied warranty that the Property and/or the Facilities are suitable for Family Health Matters' intended purposes. Prior to the commencement date of the Program, Family Health Matters shall have taken the appropriate steps and made the appropriate inquiries to confirm that Family Health Matters is or will be as of the commencement date of the Program in compliance with all laws, ordinances, zoning, rules, and regulations applicable to the Program and Family Health Matters' operation of the Program, enacted or promulgated by any public or government authority or agency and will maintain compliance throughout the duration of the Term.

FAMILY HEALTH MATTERS' INITIALS:

Section 9. Legal Interpretation of Instrument. The parties expressly understand and agree that this Agreement constitutes a non-exclusive license for use of the Facilities. This Agreement is not intended by the parties, nor shall it be legally construed, to convey a leasehold, easement, or other interest in real property. Family Health Matters acknowledges that a license is a valid form of agreement and shall not contest the validity of the form of this Agreement in any action or proceeding brought by Family Health Matters against the District, or by the District against Family Health Matters. Should either party be compelled to institute arbitration, legal, or other proceedings against the other for or on account of the other party's failure or refusal to perform or fulfill any of the covenants or conditions of this Agreement on its part to be performed or fulfilled, the parties agree that the rules and principles applicable to licenses shall govern such actions or proceedings. This Agreement shall be governed by the laws of the State of California with venue in Orange County.

Section 10. Attorneys' Fees. If any legal action is necessary to enforce any of the terms or conditions of this Agreement, each party shall bear their own attorneys' fees.

Section 11. Entire Agreement: Amendment. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements made prior to the date hereof. This Agreement may not be changed except in writing executed by both parties.

Section 12. Notices. Any notice, request, information or other document to be given hereunder to any of the parties by any other parties shall be done in writing and shall be deemed given and served upon delivery, if delivered personally, or three (3) days after mailing by United States mail as follows:

If to FAMILY HEALTH MATTERS:

Family Health Matters Community Health Center
Attn: Chief Executive Officer
1182 North Euclid Street
Anaheim CA 92801

If to DISTRICT:

Placentia-Yorba Linda Unified School District
Attn: Assistant Superintendent of Administrative Services
1301 E. Orangethorpe Ave.
Placentia, CA 92807

Any party may change the address or persons to which notices are to be sent to it by giving written notice that such change of address or persons to the other parties in the manner provided for giving notice.

Section 13. Official Representatives. The official representative for District shall be the Assistant Superintendent of Student Support Services, or his/her designee. The official representative for Family Health Matters shall be Rocio Magdaleno, Chief Executive Officer, or his/her designee.

Section 14. Assignment. Family Health Matters shall not assign this Agreement. Family Health Matters shall not allow third party organizations to use Facilities during Family Health Matters' scheduled times of use.

Section 15. Nondiscrimination. In utilizing the Agreement, Family Health Matters shall comply with applicable non-discrimination laws and shall not discriminate against any person on account of race, color, religion, age, sex, marital status, mental or physical disability, gender, gender identity, gender expression, sexual orientation, genetic information, ethnicity, ethnic group identification, national origin or nationality, ancestry, or a perception that a person has any of these characteristics or that the person is associated with a person who has, or is perceived to have, any of these characteristics.

Section 16. As-Is Condition. The Facilities are licensed in as-is condition and District makes no representation or warranty of any kind regarding the character of the Facilities.

Section 17. Exhibits. The following appendix, which is attached hereto, is incorporated herein and made a part of this Agreement:

Exhibit A:

Scope of Work

Section 18.
herein.

Recitals. The Recitals are incorporated into this Agreement as though fully set forth

Section 19. Joint Venture. It is not intended by this Agreement to, and nothing contained in this Agreement shall create any partnership, joint venture or other agreement between the District and Family Health Matters. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

Section 20. Ambiguities not to be Construed against Drafting Party. Each of the parties hereto with respect to this Agreement expressly waives the doctrine that any ambiguity contained in a contract shall be construed against the party whose counsel has drafted the contract.

Section 21. Days/Holidays. All references to days herein shall refer to calendar days unless otherwise noted. When performance of an obligation or satisfaction of a condition set forth in this Agreement is required on or by a date that is a Saturday, Sunday or legal holiday, such performance or satisfaction shall instead be required on or by the next business day following that Saturday, Sunday, or holiday, notwithstanding any other provisions of this Agreement.

Section 22. Non-liability of Officials. No officer, member, employee, agent, or representative of the parties shall be personally liable for any amounts due hereunder, and no judgment or execution thereon entered in any action hereon, shall be personally enforced against any such officer, official, member, employee, agent, or representative.

Section 23. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not signatory to this Agreement.

Section 24. Signs. Family Health Matters shall not have the right to place, construct or maintain any sign, advertisement, awning, banner, or other external decorations on the improvements that are a part of the Facilities without District's prior written consent, which consent is at the District's sole discretion.

Section 25. Time of the Essence. Time is of the essence with respect to each of the terms, covenants, and conditions of this Agreement.

Section 26. Severability. If any provision in 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 without being impaired or invalidated in any way.

Section 27. No District Affiliation/Endorsement. Family Health Matters shall not imply, indicate or otherwise suggest that Family Health Matters' use and/or any related activities are connected or affiliated with, or are endorsed, favored or supported by, or are opposed by the District. No signage, flyers or other material may reference the District, any school name, logo or mascot without the District's written consent, except that Family Health Matters may indicate the location of Family Health Matters' Program.

Section 28. Board Approval. This Agreement is not valid or an enforceable obligation against the District until approved or ratified by motion of the District's Board of Trustees duly passed and adopted.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

DISTRICT: PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT

By: _____

Gary Stine
Assistant Superintendent, Administrative Services

FAMILY HEALTH MATTERS:

FAMILY HEALTH MATTERS COMMUNITY HEALTH CENTER

By: _____

[Name]

[Title]

EXHIBIT A

Scope of Work: Partner Responsibilities	
Responsible Partner:	Description of Services & Tasks
Family Health Matters Community Health Center	<ul style="list-style-type: none"> • Shall organize mobile health clinics, intermittent clinic site (portable clinic) by providing qualified providers and staff to provide vision, dental. Hearing, and other preventative care services.
Responsible Partner:	Description of Services & Tasks
Placentia -Yorba Linda Unified School District	<ul style="list-style-type: none"> • District will provide liaison between targeted school sites and Family Health Matters to facilitate communication and implementation • Shall collaborate with Family Health Matters to schedule dates, locations and determine targeted school sites for medical health clinics • Shall provide appropriate designated spaces needed to provide services for medical health clinics • Shall provide parking spaces for mobile vans and other components of medical health clinics • Shall coordinate distribution of permission slips in appropriate languages to parents at targeted sites • Shall ensure the maximum number of Students requested by Family Health Matters have the opportunity to receive services in each clinic • Shall cover the costs of volunteer clearances

**MEMORANDUM OF UNDERSTANDING (MOU) WITH ALTAMED FOR MOBILE DENTAL
CARE SERVICES WITH ALTAMED**

Background

AltaMed Dental Services is a valuable resource that provides pediatric dental care to underserved families throughout Orange County. As a leader in telehealth innovation, AltaMed operates one of the largest school-based dentistry programs in the nation. Through this program, children receive dental screenings conveniently within their own classrooms. A licensed dentist then reviews the screening data off-site and develops a treatment plan for students who require care. No services are provided without written consent from a parent or guardian.

PYLUSD is committed to fostering a culture of health by offering comprehensive programs in collaboration with trusted community partners. The mobile dental clinic services provided by AltaMed will support students and families who may otherwise face financial or logistical barriers to receiving dental care. This partnership not only improves access to essential health services but also promotes student well-being, helping to reduce absenteeism and support academic success by addressing an important component of overall health—oral health.

This MOU would be effective July 1, 2025-June 30, 2026.

Financial Impact

No cost to the district

Administrator

Renee Gray, Assistant Superintendent, Student Support Services
Baldwin Pedraza, Director of Student Services
Michelle DeHaven, Administrator, Health Services

BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum (“**Addendum**”) is made effective as of the last date signed below (“**Effective Date**”), supplements and is made a part of the Memorandum of Understanding (“**Agreement**”), entered into between Placentia-Yorba Linda Unified School District, including its affiliates and subsidiaries (“**Business Associate**”) and AltaMed Health Services Corporation (“**AltaMed**”) as the Covered Entity (each a “**Party**” and collectively the “**Parties**”).

RECITALS

WHEREAS, the Parties wish to enter into or have entered into an Agreement whereby Business Associate will provide certain services (“**Services**”) to AltaMed and, pursuant to such Agreement, Business Associate may be considered a “**Business Associate**” of AltaMed as defined in the HIPAA Security and Privacy Rules; and

WHEREAS, Business Associate may have access to Protected Health Information (“**PHI**”), as defined by the Health Insurance Portability and Accountability Act of 1996 as codified at 42 U.S.C. §1320d as amended by the Health Information Technology for Economic and Clinical Health Act as codified at 42 U.S.C.A. prec. §17901, enacted as part of the American Recovery and Reinvestment Act (collectively referred to as the “**HIPAA Rules**”), in fulfilling its responsibility under such Agreement.

THEREFORE, in consideration of the mutual promises below and the continuing exchange of information pursuant to the Agreement, the Parties agree as follows:

DEFINITIONS

The following terms used in this Addendum shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the HIPAA Rules, as applicable.

Specific Definitions

“**Agent**” means a person or entity, including a Subcontractor or Workforce member, who has an agency relationship with Business Associate and who is required to receive PHI or Medical Information to provide the services in the Agreement.

“**Destruction**” means the use of technology or methodology by which the media on which the PHI is stored or recorded has been shredded, destroyed, cleared, or purged, as appropriate, such that the PHI cannot be read, retrieved, or otherwise reconstructed.

“Electronic Protected Health Information” or “EPHI” shall have the same meaning as the term “electronic protected health information” in 45 C.F.R. § 160.103, limited to information that (i) is received by Business Associate from AltaMed, (ii) Business Associate creates for its own purposes from Individually Identifiable Health Information that Business Associate received from AltaMed, or (iii) is accessed, created, received, transmitted or maintained by Business Associate on behalf of AltaMed.

“Privacy Rule” shall mean the HIPAA regulation that is found at 45 C.F.R. Parts 160 and 164.

“Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to information that (i) is received by Business Associate from AltaMed, (ii) Business Associate creates for its own purposes from Individually Identifiable Health Information that Business Associate received from AltaMed, or (iii) is accessed, created, received, transmitted or maintained by Business Associate on behalf of AltaMed. PHI includes EPHI.

“Security Rule” shall mean the HIPAA regulation that is found at 45 C.F.R. Parts 160 and 164.

TERMS OF AGREEMENT

1. Obligations and Activities of Business Associate

1.0. Permitted Uses and Disclosures of PHI:

- 1.0.1. Business Associate may Use or Disclose PHI received from AltaMed only to perform the Services for, or on behalf of, AltaMed as specified in the Agreement, provided that such Use or Disclosure would not violate HIPAA if done by AltaMed.
- 1.0.2. Any such Use or Disclosure must be limited to the minimum amount of information necessary to accomplish the intended purpose of such Use or Disclosure, as required by 45 C.F.R. §164.502(b). Business Associate shall determine what constitutes the Minimum Necessary to accomplish the intended purpose in accordance with the HIPAA Rules.
- 1.0.3. Except as otherwise limited in this Addendum, Business Associate may Disclose PHI if necessary for the proper management and administration or to fulfill any present or future legal responsibilities of the Business Associate, provided that the Business Associate represents to AltaMed, in writing, that the Disclosures are Required By Law, or Business Associate obtains reasonable written assurances from the person to whom the information is Disclosed that the PHI will remain confidential and Used or further Disclosed only as Required By Law or for the purpose for which it was Disclosed to the person, and the person agrees to notify Business Associate of any instances of which it becomes aware or suspects that the confidentiality of the information has been Breached.

- 1.0.4. Except as otherwise limited in the Agreement or this Addendum, Business Associate may use PHI to provide Data Aggregation services to AltaMed as permitted by 45 C.F.R. §164.504(e)(2)(i)(B) and as otherwise necessary to render the Services, provided that the purpose of such aggregation is to provide AltaMed with data analyses relating to the Health Care Operations of AltaMed.
- 1.0.5. Business Associate may not, without AltaMed's prior written consent, de-identify PHI it receives pursuant to this Addendum and create or use such de-identified information.
- 1.0.6. Business Associate may use PHI to report violations of law to appropriate federal and state authorities, consistent with §164.502(j).
- 1.0.7. Business Associate shall notify AltaMed in writing within two (2) business days of Business Associate's receipt of any subpoena, discovery request, court order, or other lawful process for PHI. To the extent that AltaMed decides to assume responsibility for challenging the validity of such request, Business Associate agrees to cooperate fully with AltaMed in such challenge.

1.1. Prohibited Use and Disclosure of Protected Health Information:

- 1.1.1. Business Associate shall not Disclose PHI about an Individual to a health plan for payment or Health Care Operations purposes if the PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the Individual requests such restriction, in accordance with 45 C.F.R. §164.522.
- 1.1.2. Business Associate represents and warrants that in no event shall PHI be stored or otherwise maintained by Business Associate or its subcontractors, agents, or other representatives outside the United States ("U.S.") without AltaMed's prior written consent. Business Associate further represents and warrants that in no event shall it (or its subcontractors, agents, or other representatives) permit persons or entities outside of the U.S. to access PHI without AltaMed's prior written consent and will use commercially reasonable efforts to prevent the transmission of PHI via a method or through use of a medium that is likely to result in such information being sent outside the U.S., regardless of the length of time (or lack thereof) such information may be outside the U.S., or that is likely to result in such information being accessible to persons outside the U.S.
- 1.1.3. Business Associate represents and warrants that it does not currently, and will not during the term of this Agreement, use, disclose, collect, track, record, or otherwise capture PHI by or through use of web technologies, web or mobile applications, software, or programs that are furnished or

otherwise made available by third parties, except as otherwise permitted by applicable law and this Addendum.

- 1.2. **Agents and Subcontractors:** Business Associate shall ensure that any Agent, including a Subcontractor, that creates, receives, maintains, or transmits PHI on behalf of Business Associate agrees in writing to the same restrictions, conditions, and requirements that apply through this Addendum to Business Associate with respect to such PHI. Business Associate assumes all liability stemming from such contracted Agents and Subcontractors and must ensure that no Agent or Subcontractor is sanctioned or excluded from participation in a federal and/or state health care program.

- 1.3. **Security and Appropriate Safeguards:**

- 1.3.1. Business Associate shall use appropriate safeguards to prevent the unlawful Use or Disclosure of PHI and will implement administrative, physical, and technical safeguards that protect the confidentiality, integrity and availability of the PHI that it creates or receives on behalf of AltaMed, as required by both the Privacy and Security Rules.
 - 1.3.2. Business Associate shall ensure that any Agent, including a Subcontractor, to whom it provides such PHI agrees in writing to implement reasonable and appropriate safeguards to protect the PHI.

- 1.4. **Reporting, Investigation, and Notification:**

- 1.4.1. Business Associate will promptly notify AltaMed within two (2) business days by email at altamedprivacyoffice@altamed.org upon the discovery of any Use or Disclosure of PHI for a purpose not provided for in this Addendum by Business Associate, or by a third-party to which Business Associate Disclosed PHI pursuant to this Addendum.
 - 1.4.2. Business Associate further agrees to provide the following information in such notice to AltaMed:
 - 1.4.2.1. the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or Disclosed;
 - 1.4.2.2. a description of the nature of the Breach or Security Incident including the types of Unsecured PHI that were involved, the date of the Breach, suspected Breach, or Security Incident; and the date of discovery of such Breach, suspected Breach, or Security Incident;
 - 1.4.2.3. a description of the type of Unsecured PHI acquired, accessed, Used or Disclosed in the Breach or Security Incident (e.g., full name, social security number, date of birth, etc.);

- 1.4.2.4. the identity of the person who made and who received (if known) the unauthorized acquisition, access, Use or Disclosure;
 - 1.4.2.5. a description of what the Business Associate is doing to mitigate the damages and protect against future Breaches or Security Incidents; and
 - 1.4.2.6. any other details necessary for AltaMed to assess risk of harm to Individual(s).
- 1.4.3. The Parties agree that AltaMed, at its sole discretion, may so choose to have Business Associate carry out AltaMed's notification obligations on AltaMed's behalf, subject to AltaMed's oversight and approval of any notice. Notwithstanding the foregoing, Business Associate will cooperate fully with AltaMed in AltaMed's efforts to carry out any investigation, mitigation, and notification related to any such Security Incident, Breach, and/or impermissible access, Use, or Disclosure of PHI not permitted by this Agreement or applicable state and federal law.
- 1.4.4. Business Associate will pay the reasonable costs and expenses incurred by or on behalf of AltaMed for investigation, remediation, and notification attributed to the Business Associate's acts or omissions, to the extent the Breach or Security Incident is caused by the acts or omissions of Business Associate or any of its employees, Agents or Subcontractors, or a material breach of this Addendum by the Business Associate or any of its employees, Agents or Subcontractors. The rights and obligations under this section shall survive termination of the Agreement.
- 1.5. **Mitigation:** Business Associate will mitigate, to the extent practicable, any harmful effects that are known to Business Associate resulting from any Use or Disclosure of PHI for a purpose not provided for in the Agreement, Breach of PHI, or violation of the terms of this Addendum, by Business Associate or by a third-party to which Business Associate Disclosed PHI pursuant to the Agreement or this Addendum.
- 1.6. **Electronic Health Records and Designated Record Set:**
 - 1.6.1. To the extent that Business Associate maintains a Designated Record Set, at the written request of AltaMed, Business Associate will provide access, to PHI in a Designated Record Set, to AltaMed, or as directed by AltaMed to an Individual, in accordance with 45 C.F.R. §164.524 and Section 4004 of the 21st Century Cures Act, and in no event later than five (5) business days after receiving a request for such access.
 - 1.6.2. If Business Associate maintains an Electronic Health Record containing PHI created for or obtained from AltaMed, Business Associate shall provide AltaMed a copy of such information in an electronic format, as provided for in HITECH Act §13405(e), when an Individual has made such a request to

AltaMed that would apply to PHI maintained by Business Associate, and in no event later than five (5) business days after receiving such request.

- 1.6.3. To the extent applicable, and in the time and manner designated by AltaMed, Business Associate shall make any amendment(s) to PHI in a Designated Record Set that AltaMed directs or agrees to pursuant to 45 C.F.R. §164.526 at the request of AltaMed or an Individual.
- 1.7. **Compliance with Other Requirements:** Business Associate shall comply with all applicable state and federal law relating to the privacy and security of PHI, notwithstanding any other provision of this Addendum.
- 1.8. **Accounting of Disclosures:** At the request of AltaMed, Business Associate will document and report to AltaMed all disclosures of PHI that are required for AltaMed to provide an accounting under 45 C.F.R. §164.528 or the Privacy Rules within five (5) business days of receiving such request. If an Individual contacts Business Associate directly for such an accounting, Business Associate will direct the Individual to contact AltaMed.
- 1.9. **Internal Practices, Books and Records:** Business Associate will make its internal practices, books, and such records relating to the Use, Disclosure, or compromise of PHI available to AltaMed to determine compliance with applicable Privacy Rules and this Addendum, and to the Secretary, Department of Health and Human Services or other authorized lawful authority as Required by Law or authorized by AltaMed in writing.

2. Obligations of AltaMed

- 2.0. **Notice of Privacy Practices:** In this Addendum, AltaMed is providing Business Associate with a link to a copy of its Notice of Privacy Practices. Business Associate can review the most current Notice of Privacy Practices at: <https://www.altamed.org/regulatory-notice> and notify AltaMed of any limitation(s) in its Notice of Privacy Practices in accordance with 45 C.F.R. §164.520, to the extent that such limitation(s) may affect Business Associate's Use or Disclosure of PHI.
- 2.1. **Changes in Permission:** AltaMed shall notify Business Associate of any changes in, or revocation of, permission by an Individual to Use or Disclose PHI, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI.
- 2.2. **Notification of Restrictions:** AltaMed shall notify Business Associate of any restriction to the Use or Disclosure of PHI that AltaMed has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.
- 2.3. **Permissible Requests by AltaMed:** AltaMed will not request of or require a Business Associate to Use or Disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by AltaMed.

3. **Term and Termination**

- 3.0. **Term:** The term of this Addendum will commence upon receipt by Business Associate of any PHI or the Effective Date listed herein, whichever is earlier, and will terminate upon discharge of Business Associate's obligations under the Agreement and this Addendum, including the obligations set forth in paragraph 3.2, and performance of the services.
- 3.1. **Termination for Cause:** AltaMed may terminate the Agreement if AltaMed determines Business Associate has violated a material term of this Addendum and Business Associate has not cured the breach or ended the violation within seven (7) days of notification by AltaMed.
- 3.2. **Effect of Termination:** Upon termination of the Agreement or this Addendum, Business Associate, will return or destroy all PHI received from AltaMed or created by Business Associate on behalf of AltaMed, provided, however, that in the event that Business Associate determines that returning or destroying the PHI is infeasible, or the Privacy Rules require or recommend that Business Associate maintain records containing PHI, Business Associate will not return or destroy the PHI, but will extend the protections of this Addendum to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible or contrary to the Privacy Rules, for so long as Business Associate maintains such PHI.

4. **Miscellaneous**

- 4.0. **Ownership of Protected Health Information:** The PHI (and all intellectual property rights thereto) is and will remain at all times, the property of AltaMed as between AltaMed and Business Associate. Business Associate may not use residual or derivative data, including reverse engineering, disassembling, decompiling, modifying, merging, or making derivative use of any PHI (or de-identified information) it obtains from or on behalf of AltaMed pursuant to this Addendum, except to the extent such use is consistent with Addendum, or upon the prior written authorization of AltaMed.
- 4.1. **Indemnification:** Business Associate agrees to indemnify, defend, and hold harmless AltaMed, its parent entities, subsidiaries and affiliates, and each of their respective directors, officers, shareholders, employees, agents, representatives, assigns and attorneys ("Indemnified Parties"), against, and in respect of, any and all claims, losses, expenses, costs, damages, obligations, penalties, fines, and liabilities ("Claims") that AltaMed may incur by reason of, arising from, or related to Business Associate's misuse or impermissible disclosure of PHI, breach of PHI, or violation of the HIPAA Rules as it relates to the services provided or access granted under the Agreement or this Addendum. Further, Business Associate agrees to indemnify, defend, and hold harmless AltaMed, its parent entities, subsidiaries and affiliates, and each of their respective directors, officers, shareholders, employees, agents, representatives, assigns and attorneys, against all reasonable

legal expenses incurred by or on behalf of Business Associate arising from, related to, or in connection with such Claims. If AltaMed seeks indemnification by Business Associate under this Section, AltaMed shall notify Business Associate in writing of the initial Claim or action. The selection of counsel, the conduct of the defense of any lawsuit, and any settlement shall be within Business Associate's control; provided that AltaMed shall have the right to participate in the defense of any such Claim using counsel of its choice, at AltaMed's expense. No settlement of a third-party Claim shall be made without notice to, and the prior written consent of, AltaMed, which consent shall not be unreasonably withheld or delayed.

- 4.2. **Primacy:** To the extent that any provisions of this Addendum conflicts with the provisions of the Agreement or any other agreement or understanding between the Parties, this Addendum shall control with respect to the subject matter of this Addendum
- 4.3. **Regulatory References:** A reference in this Addendum to a statute, regulation, rule or law, shall mean the statute, regulation, rule or law, as currently drafted and as it is subsequently updated, amended or revised, including any superseding statutes, regulations, rules or laws.
- 4.4. **Amendment:** The Parties agree to take such action as is necessary to amend the Agreement or this Addendum, from time to time, as is necessary for AltaMed to comply with the requirements of the Privacy Rules, the Security Rules and HIPAA. If AltaMed reasonably concludes that an amendment to this Addendum is necessary to comply with applicable law, AltaMed will notify Business Associate in writing of the proposed modifications and request Business Associate's written approval. Business Associate shall have thirty (30) days to sign the amended Addendum and return it to AltaMed.
- 4.5. **Survival:** The respective rights and obligations of Business Associate under this Addendum shall survive the termination of the Agreement and this Addendum. Business Associate shall maintain information required to account for disclosures of PHI for a period of six (6) years following termination of the Agreement and this Addendum and AltaMed shall have a continuing right, upon reasonable notice, to access such information for inspection and copying.
- 4.6. **Interpretation:** Any ambiguity in the Agreement or this Addendum shall be resolved to permit AltaMed to comply with the Privacy Rules and the Security Rules.
- 4.7. **No Third-Party Beneficiaries:** Except as otherwise provided in the Privacy Rules or this Addendum, there are no third-party beneficiaries to this Addendum. Business Associate's obligations are to AltaMed only.
- 4.8. **Successors and Assigns:** This Addendum will inure to the benefit of, and be binding upon, the successors and assigns of the Parties. However, this Addendum is not assignable by any party without the prior written consent of the other Parties.

- 4.9. **Effect on the Agreement:** Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Addendum.

**ALTAMED HEALTH SERVICES
CORPORATION (COVERED ENTITY)**

**PLACENTIA-YORBA LINDA
UNIFIED SCHOOL DISTRICT
(BUSINESS ASSOCIATE)**

Signature:_____

Printed Name: José U. Esparza

Title: EVP, Finance & CFO

Date:_____

Signature:_____

Printed Name:_____

Title: _____

Date:_____

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 3, 2025**

AGREEMENT WITH RAPTOR TECHNOLOGIES FOR THE VISITOR MANAGEMENT ANNUAL ACCESS FEE, RAPTOR EMERGENCY MANAGEMENT FULL SITE, COMPLIANCE AND SUCCESS PROGRAM LEVEL III, SUBSCRIPTION RAPTOR CONNECT FOR THE 2025-26 SCHOOL YEAR

Background

The Raptor Visitor Management System is a key component of the district's school safety efforts. This web-based system screens all campus visitors by instantly checking their identification against national sex offender registries, including the federal Megan's Law database. If a match is found, designated school staff are immediately alerted, enhancing the safety of our campuses.

Staff at all school sites have been trained on the system, which supports our broader goal of creating secure and welcoming learning environments. PYLUSD will continue to monitor usage and make adjustments as needed to ensure consistent, effective implementation.

This agreement will be effective July 1, 2025-June 30, 2026.

Financial Impact

General Funds, NTE: \$145,000

Administrator

Renee Gray, Assistant Superintendent of Student Support Services

Baldwin Pedraza, Director of Student Services



Renewal Notice

Date	5/1/2025
Renewal #	107682
Start Date	7/1/2025
End Date	6/30/2026

"Protect Every Child, Every School, Every Day"

Bill To:

Placentia Yorba Linda Unified School Dist
Accounts Payable
1301 E. Orangethorpe Ave.
Placentia CA 92870

Ordered By:

Placentia Yorba Linda Unified School Dist

Terms
RN N60

Description	Qty	Price	Amount
Annual Compliance and Success Program Level III	1	\$45,014.10	\$45,014.10
Annual Raptor Emergency Management Full Suite (4 Modules)	34	\$2,153.00	\$73,202.00
Annual Subscription Raptor Connect - No Charge	34	\$0.00	\$0.00
Raptor Visitor Management Annual Access Fee	33	\$695.00000004	\$22,935.00
Subtotal			\$141,151.10
Tax Total			\$0.00
Total			\$141,151.10

[Click Here for Inquiries or to Send Purchase Orders](#)

Remit Checks to:

Raptor Technologies, LLC
Dept 141
PO Box 4458
Houston, TX 77210-4458

Please reference invoice number(s) on all check payments.

Pay Now



SO107682

**PURCHASE AND SUBSCRIPTION AGREEMENT WITH COMMITTEE FOR CHILDREN FOR
SECOND STEP GRADES K-8, MULTI-SITE, AND ONETIME PURCHASE OF SECOND STEP K-5
ANTI-BULLYING PROGRAM**

Background

At the May 6, 2025 Board of Education Meeting, we introduced the Advancing Better Choices (ABC) initiative—our district’s strategic effort to promote safe, respectful, and inclusive school environments through evidence-based programs that support students’ social-emotional development and positive behavior. Currently, several PYLUSD schools are implementing the Second Step program, which teaches essential life skills such as empathy, emotion management, and responsible decision-making.

This program is in alignment with PYLUSD goals and potential integration into our broader multi-tiered system of support framework. Research consistently shows that strong life skills programs improve students’ emotional regulation, social skills, mental health, academic outcomes, and overall school climate. Embedding life skills into instruction fosters resilience, empathy, and self-awareness—skills critical to both academic and personal success.

To support this work, PYLUSD will purchase the anti-bullying component of Second Step as well as an updated Second Step program for grades TK-8, providing all schools access to the newest online editions. In addition, we plan to implement Second Step’s K–5 anti-bullying program through a one-time purchase. This addition aligns with our district’s broader goals of promoting positive behavior, strengthening peer relationships, and ensuring safe, inclusive learning environments.

This purchase is for a three-year subscription agreement with Committee for Children for the TK-8 Second Step online program (2025-2028) and a one-time subscription purchase for the K-5 Second Step anti-bullying program effective July 1, 2025-June 30, 2028.

Financial Impact

Capacity Grant, NTE: \$110,000

Student Behavioral Health Incentive Program (SBHIP), NTE: \$100,000

Administrator

Renee Gray, Assistant Superintendent of Student Support Services
Baldwin Pedraza, Director of Student Services



1085 Andover Park East
Tukwila, WA 98188 USA
800-634-4449 FAX: 206-343-1445
orders@cfchildren.org

Quote

Quote # 5064369
Date 4/24/2025
Customer ID 10113788

Bill To

Placentia Yorba Linda USD
1301 East Orangethorpe Ave
Placentia CA 92870
United States

Ship To

Eunice Castanos
Placentia Yorba Linda USD
1301 East Orangethorpe Ave
Placentia CA 92870
United States

Requested By

Eunice Castanos

Ship To

Eunice Castanos

Setup Admin

Name: Eunice Castanos
Email: ecastanos@pylusd.org

Entered By

Amy Walker

Item	Description	Start Date	End Date	QTY	Rate	Amount
904103	Second Step Grades K-8, Multi-Site Pricing, 3-Year Licenses	5/1/2025	7/31/2028	27	\$6,594.00	\$178,038.00
Subtotal						\$178,038.00
Discount						
Shipping & Handling						\$0.00
Sales Tax						\$0.00
TOTAL						\$178,038.00

Please remit in US Funds.

Make check payable to: Committee for Children

*Sales tax rates are based on the ship to address. All rates are estimates until shipped. If tax was included in this quote and your organization is state sales tax exempt, email your state sales tax exemption ID and certificate to orders@cfchildren.org.

Client Memo: We have added 3 free months to these licenses so schools can have access this spring to prepare for the coming school year.

Shipping Method: UPS Ground (UPS)

Your Second Step program License purchase is governed by the applicable License Agreement at: <https://secondstep.org/license-agreements>

Prices valid for 30 days from quote date.

Please Include quote ID:5064369 on your order to guarantee pricing.



1085 Andover Park East
Tukwila, WA 98188 USA
800-634-4449 FAX: 206-343-1445
orders@cfchildren.org

Quote

Quote # 5064547
Date 4/30/2025
Customer ID 10113788

Bill To

Placentia Yorba Linda USD
1301 East Orangethorpe Ave
Placentia CA 92870
United States

Ship To

Eunice Castanos
Placentia Yorba Linda USD
Main Office /Warehouse
1301 East Orangethorpe Ave
Placentia CA 92870
United States

Requested By

Eunice Castanos

Ship To

Eunice Castanos

Setup Admin

Name: Eunice Castanos
Email: ecastanos@pylusd.org

Entered By

Amy Walker

Item	Description	Start Date	End Date	QTY	Rate	Amount
200099	Second Step Elementary, Grades K-5, Bullying Prevention Unit Notebooks			24	\$1,338.00	\$32,112.00
900215	Second Step Bullying Prevention Leadership Access	4/30/2025	7/31/2030	24	\$0.00	\$0.00
Subtotal						\$32,112.00

Discount

Shipping & Handling

\$0.00

Sales Tax

\$2,809.80

TOTAL

\$34,921.80

Please remit in US Funds.

Make check payable to: Committee for Children

*Sales tax rates are based on the ship to address. All rates are estimates until shipped. If tax was included in this quote and your organization is state sales tax exempt, email your state sales tax exemption ID and certificate to orders@cfchildren.org.

Shipping Method: UPS Ground (UPS)

Your Second Step program License purchase is governed by the applicable License Agreement at: <https://secondstep.org/license-agreements>

Prices valid for 30 days from quote date.

Please Include quote ID:5064547 on your order to guarantee pricing.

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
June 3, 2025**

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
Baldwin Pedraza, Director of Student Services

2025 Destruction Board Report
Destruction Date 7/1/2025
Records Department 6/1/2025
Prepared By: Sally Scarberry

<u>BOX</u>	<u>SITE/DEPT</u>	<u>DESCRIPTION</u>
16050	ACCT/ACCT PAYABLE	Check 82229832- 82230031
16051	ACCT/ACCT PAYABLE	Check 82230032 -82230368
16052	ACCT/ACCT PAYABLE	Check 82230370 - 82230727
16053	ACCT/ACCT PAYABLE	Check 82230730 - 82231014
16054	ACCT/ACCT PAYABLE	Check 82231015 - 82231275
16055	ACCT/ACCT PAYABLE	Check 82231278 - 82234642
16056	ACCT/ACCT PAYABLE	Check 82234577 - 82231804
16057	ACCT/ACCT PAYABLE	Check 82231809 - 82232146
16058	ACCT/ACCT PAYABLE	Check 82232147 - 82232496
16059	ACCT/ACCT PAYABLE	Check 82232497 - 82232876
16060	ACCT/ACCT PAYABLE	Check 82232878 - 82233096
16061	ACCT/ACCT PAYABLE	Check 82233097 - 82233310
16062	ACCT/ACCT PAYABLE	Check 82233323 - 82233568
16063	ACCT/ACCT PAYABLE	Check 82233569 - 82233788 & 82233794
16064	ACCT/ACCT PAYABLE	Check 82233795 - 82234081
16065	ACCT/ACCT PAYABLE	Check 82234083 - 82234392
16066	ACCT/ACCT PAYABLE	Check 82234393 - 82234727
16067	ACCT/ACCT PAYABLE	Check 82234728 - 82234952
16068	ACCT/ACCT PAYABLE	Check 82234953 - 82235221
16069	ACCT/ACCT PAYABLE	Check 82235222 - 82235516
16070	ACCT/ACCT PAYABLE	Check 82235517 - 82235875
16071	ACCT/ACCT PAYABLE	Check 82235881 - 82236145
16072	ACCT/ACCT PAYABLE	Check 82236147 - 82236454
16073	ACCT/ACCT PAYABLE	Check 82236456 - 82236753
16074	ACCT/ACCT PAYABLE	Check 82236754 - 82237089
16075	ACCT/ACCT PAYABLE	Check 82237093 - 82237398
16076	ACCT/ACCT PAYABLE	Check 82237399 - 82237682
16077	ACCT/ACCT PAYABLE	Tmobile Hot Spot
16078	ACCT/ACCT PAYABLE	Tmobile Hot Spot
14586	EL CAMINO	2020 GRAD CUMS N-Z
14587	EL CAMINO	2020 GRAD CUMS A-M
14415	EL DORADO	2020 GRAD CUMS A
14416	EL DORADO	2020 GRAD CUMS BA-CR
14417	EL DORADO	2020 GARD CUMS CU-DO
14418	EL DORADO	2020 GRAD CUMS DU-FI
14419	EL DORADO	2020 GRAD CUMS FL-GA
14420	EL DORADO	2020 GRAD CUMS GE-KIM
14421	EL DORADO	2020 GRAD CUMS KINI
14422	EL DORADO	2020 GRAD CUMS KL-LY
14223	EL DORADO	2020 GRAD CUMS MAC-MAY
14224	EL DORADO	2020 GRAD CUMS MC-PA
14225	EL DORADO	2020 GRAD CUMS PE-R
14226	EL DORADO	2020 GRAD CUMS SA-SO
14227	EL DORADO	2020 GRAD CUMS SP-VO
14228	EL DORADO	2020 GRAD CUMS W-Z
14433	ESPERANZA	2020 GRAD CUMS A
14434	ESPERANZA	2020 GRAD CUMS B
14435	ESPERANZA	2020 GRAD CUMS C-D
14436	ESPERANZA	2020 GRAD CUMS E-GI
14437	ESPERANZA	2020 GRAD CUMS G-H
14438	ESPERANZA	2020 GRAD CUMS I-K
14439	ESPERANZA	2020 GRAD CUMS L-MA
14440	ESPERANZA	2020 GRAD CUMS MC-O
14441	ESPERANZA	2020 GRAD CUMS P-SH
14442	ESPERANZA	2020 GRAD CUMS SI-V
14443	ESPERANZA	2020 GRAD CUMS W-Z
14444	ESPERANZA	2020 ATTENDANCE NOTES REPORTS 1-10
14445	ESPERANZA	2020 ATTENDANCE NOTES A-M
14446	ESPERANZA	2020 ATTENDANCE NOTES N-Z
14447	ESPERANZA	2020 ATTENDANCE MONTHS RECORDS 1-7
14523	ESPERANZA	2018-2020 OLD SP ED RECORDS/ALL SCANNED IN
14136	B RANCH CC	2017-18CHILD & BLUE EMERGENCY CARDS,SIGN IN/OUT,AFTER 6 SHEETS,B PERMISSION SLIPS,TEACHER ROLL SHEETS/MONTHLY INFO
14133	B RANCH CC	2017-18 REGISTRATION KIDS PACKETS, STAFF SIGN IN/OUT, CHILD ALERT NOTICE
14056	BROOKHAVEN CC	2017-18 STAFF TIME EXCEPT, 2014-18 SUBS SIGN IN SHEETS INVOICE, WORK ORDERS

2025 Destruction Board Report
Destruction Date 7/1/2025
Records Department 6/1/2025
Prepared By: Sally Scarberry

<u>BOX</u>	<u>SITE/DEPT</u>	<u>DESCRIPTION</u>
13493	EXP LEARN	2015-16 VACATION & SICK DAYS, EMPLOYEE TIME CARDS, EMPLOYEE SIGN IN /OUT
13494	EXP LEARN	2015-16 ANNUAL&OPEN PO'S , PO-FIELD TRIPS, BUYOUTS, CONFERENCES, FOOD, WAREHOUSE ORDERS, PETTY CASH, PRINTSHOP, C C SITES ESCHOOL MALL, PRE SCHOOL REIMBURSEMENT
13495	EXP LEARN	2015-16 CHILD CARE TEACHER MONTHLY SIGN IN /OUT SHEETS
13665	EXP LEARN	2016 SPORTS CAMPS, DEPOSITS, NOES, CREDIT CARDS STATEMENTS, PD'S INVOICES, ALL HS BOOKS
14071	EXP LEARN	2017/18 PURCHASE ORDERS & WORK ORDERS
14072	EXP LEARN	2017/18 PURCHASE ORDERS & TIME EXCEPT
14452	EXP LEARN GOLDEN	2017-18 CHILDREN, EMPLOYEE, ATTENDANCE FILES
14453	EXP LEARN GOLDEN	2017-18 ALERT NOTICE, EMPLOYEE TIME SHEETS, BUDGET, YELLOW CARD, DEPOSITS, CAMP INTEREST FORMS
14401	EXP LEARN PDA	2016-17 ROSE DR, WOODSBORO, TRAVIS, V. BUREN PO'S, VENDORS, R.TRIPS, EMAILS
14617	EXP LEARN	2017-18 EMPLOYEE FILES NO LONGER EMPLOYED A-N
14618	EXP LEARN	2017-18 EMPLOYEE FILES NO LONGER EMPLOYED 0-Z
13839	FAIRMONT CC	2017-18 STAFF FORMS, DEPOSITS
13840	FAIRMONT CC	2017-18 CHILDREN'S FILES
14026	GLENVIEW CC	2017-18 STUDENT ATT., ACCOUNTING, FORMS-STUDENT BREAKS, EZCARE RECORDS
14027	GLENVIEW CC	2017-18 STUDENT & STAFF FILES, DEPOSITS
13884	L VISTA S/A CC	9/2017-8/18 STUDENT FILES, FUNDED STUDENT FILES
13885	L VISTA S/A CC	9/2017-8/2018 ROLL & ABSENT SHEETS, HERE & NOW, STAFF FILES, TIME CLOCK SIGN IN/OUT, MONTHLY, TUTION, DEPOSITS, BUDGET RECEIPT, GROUP POSTINGS, MONTHLY OVERTIME
14730	L VISTA PRE SCH	2019-20 STUDENT FILES & RECORDS
14729	L VISTA PRE SCH	2018-19 STUDENT FILES & RECORDS, STUDENT ROLL SHEETS
14731	L VISTA PRE SCH	2017-18 STUDENT FILES & RECORDS
14732	LVISTA PRE SCH	2018-19 STUDENT RECORDS, DEPOSITS, SUMMER FORMS, STAFF SIGN IN-OUTS, MONTHLY CALENDARS, PO'S/RECEIPTS
13998	M PAINE CC	2017-18 STUDENT CONTRACTS, EMERG.CARDS, DEPOSITS, FUNDED, STAFF INFO, PAPERWORK, ROSTERS
13860	TRAVIS CC	7/2017-6/2018 CHILDREN'S FILES A-Mc
13861	TRAVIS CC	7/2017-6/2018 CHILDREN'S FILES M-Z, DEPOSITS, SUMMARY REPORTS
13862	TRAVIS CC	7/2017-6/2018 ROLL SHEET, NOTES, ABSENT LIST
13863	TRAVIS CC	6/2018-9/2018 SUMMER
13886	TYNES CC	2017-18 STUDENT FILES,FUNDED PAPERWORK MUNGUIA, ORTIZ, RECIA FAMILY, ATT, ABSENT STAFF EMERGENCY CARDS & INFO
		16/17,17-18, 2017 FALL CAMP
13536	VAN BUREN CC	2017 SUMMER RECORDS, YELLOW CARDS, CONTRACTS, ATTENEDANCE, OUCH
14075	VAN BUREN CC	2018-19 YELLOW CARDS, STAFF SIGN INS, MONTH TUTION BALANCE, CHILDREN FILES
13666	WAGNER CC	2017-18 ROLL SHEETS STAFF & STUDENTS, DEPOSITS, YELLOW & BLUE CARDS
13667	WAGNER CC	2017-18 ROLL & FUNDED SHEETS, POS
13668	WAGNER CC	2017-18 SUMMER 2018, PERMISSION SLIPS, CONTRACTS, POs, WEEKLY COUNT
13669	WAGNER CC	2017-18 SUMMER 2018, YELLOW & BLUE CARDS WEEKLY COUNT,OUCH, STAFF SHEETS, CHILD ALERT PO/RECEIPTS/ STAFF TIME EXCEPT & CARDS
15001	WAGNER PRE SCH	2019-20 WAGNER PRE SCHOOL STUDENT FILES
14726	WAGNER PRE SCH	2017-18 STUDENT FILES, MONTHLY DEPOSITS, STAFF SIGN IN/OUT
14727	WAGNER PRE SCH	2018-19 STUDENT FILES & RECORDS
14728	WAGNER PRE SCH	2017-18 STUDENT FILES, MONTHLY DEPOSITS, STAFF SIGN IN/OUT
14733	WAGNER PRE SCH	2017-18 OUCH, CHILD CONTRACTS, EMERG CARDS, DROP KIDS
14902	WOODSBORO CC	2018-19 ENROLLMENT, OUCH, CONTRACTS, ALERTS, STAFF IN/OUT&FILES, HERE & NOW REPORTS
14012	WOODSBORO CC	2016 SUMMER OUCH, CINEMACITY, LA MIRADA SPLASH, SIGN IN/OUT PARENT& STAFF, CLASS LIST
14013	WOODSBORO CC	2016 SUMMER CONTRACTS, FIELD TRIPS, PET WAIVER, YELLOW CARDS, DEPOSITS
14015	WOODSBORO CC	2017-18 STUDENT FILES
12901	HEALTH CLINIC TOPAZ	STJUDES HEALTH RECORDS DOB 1999
14489	HEALTH SER. RUBY	2019-20 SCHOOL READINESS RECORDS
12342	HEALTH SERVICES	1999-2000 CHILD HEALTH CLINIC RECORDS, MEDICAL EXAM & VACCINES
14588	HR	2020-21 CL JOB POSTING #003-129
14589	HR	2020-21 CL JOB POSTING #138-313
14590	HR	2020-21 CL JOB POSTING #314-460
14591	HR	2020-21 CL JOB POSTING #461-711
14592	HR	2018-2021 CL JOB POSTINGS 714-918, CL JOB POSTING #102, CL FLEXTIME REQUEST FORMS
14593	HR	2020-21 A-F SCANNING
14594	HR	2020-21 CL G-L SCANNING
14595	HR	2020-21 CL M-P SCANNING
14596	HR	2020-21 CL Q-Z SCANNING
14599	HR	2015-21 CSEA RELEASE REQUESTS, STEP & LONGEVITY INCREASE, TRANSFER APPLICATION
14303	HR	2019-20 CERT A-L NOE'S
14304	HR	2019-20 CERT A-L NOE'S
14306	HR	2018 MANAGEMENT POSTINGS
14307	HR	2019-20 CBEDS
13309	HR	2019-20 MANAGEMENT POSTINGS

2025 Destruction Board Report

Records Department 6/1/2025

Destruction Date 7/1/2025

Prepared By: Sally Scarberry

BOX	SITE/DEPT	DESCRIPTION
14883	HR	7/21-6/22 MGMT RECRUITMENT FILES
14884	HR	7/21-6/30 MGMT RECRUITMENT FILES
14385	HR	Cal SAAS Backup Oct 2020, Assignment Monitoring Reports, 2000-01, 1992-93, 2004-05, 2008-09, 2012-13 2016-17
15000	HR	2022-23 INTERVIEW FILES STAFFING SECONDARY
14546	PURCHASING	2019-20 Amazon PO's: N82P0019 – N82P2400
14547	PURCHASING	2019-20 Amazon PO's: N82P2424 – N82P3997 A Misc: AA-AZ ATT Mobility – Aquarium of the Pacific
14548	PURCHASING	2019-20 Annual PO's: A-Z Open PO's: A- Konica Minolta/XEROX/Image Source Supplymaster/Southwest School
14549	PURCHASING	2019-20 Avid Center B Misc: BA-BZ B&H Photo -BSN Sports C Misc: CA – CZ C&M Painters -CDWG
14550	PURCHASING	2019-20 CF Environmental–Curvatur D Misc:DA-DZ Dancestar Dynamic Therapy – Division of thestate E Misc E-EZ
14551	PURCHASING	2019-20 Emerald Cove – EPS School Spec. F Misc: FA-FZ 4 Imprint – Fun Service G Misc: GA-GZ GHA – Grainger H Misc: HA-HZ
		Hawthorne – Houghton Mifflin I Misc: IA-IZ I& B Floor–IZA Design
14552	PURCHASING	2019-20 J Misc: JA-JZ J&J Int'l–Juniors Golf Carts Johnson Landscapes-JWPepper K Misc: KA-KZ
		K12 Mgmt – Kuta Sftwr L Misc: LA-LZ City of La Mirada – Lucky Devil M Misc: MA-MZ:
14553	PURCHASING	2019-20 NAESP – Nor County Glass O Misc: OA OZ OC Human Relations–Oxford Uni Press
		OCAD–Outreach Concern PMisc: PA – PZ Pac Baseball –Pure Game Pacific Coast Entertainment–Pro Ed
14554	PURCHASING	2019-20 Q Misc: QA-QZ Quill R Misc: RA-RZ Raging Waters – Ryonet Corp Reading is Fundamental – RWP
		S Misc: SA – SZ Sac County - Synovia Systems
14555	PURCHASING	2019-20 Seco Electric: N82C0060 – N82P3387 Sign-A-Rama – Supply Master T Misc: TA-TZ : Tynker/Tanaka Farms-Titan Student Union
14556	PURCHASING	2019-20 U-Misc: UA-UZ: UC Irvine Regents-UZBL Uline -US Air Conditioning Distributors-US Games V,Misc:Va-Vz:Valencia ASB-Vox Christian/
		Verizon-Voyager/W Misc:WA-WZ: Wards Media-Woodwind&Brass
14159	PURCHASING	Stores Orders/Nutrition Serv/Konica/ Xerox/ Cell Biz Equip / De Lage Laden Fin/ Image Source/Ricoh/Fargo Equip/Santander Bank/Admin Services/
		Annual PO's A - Z/ Open PO's A - R
14160	PURCHASING	Open PO's: S-Z/ Misc A's - AZ/ AZ Bus Sales - Axxess Video
14161	PURCHASING	PO's: B Misc/BA - BZ/ B&H - Buddy's Alarm/ C Misc / CA - CM
14162	PURCHASING	PO's: C Misc/ CN - CZ/ C&L Custom - Curvature/ D Misc: DA - DE
14163	PURCHASING	PO's: D Misc: DF - DZ/ Dell - Div of the State/ E Misc: EA - EZ/ Eagle Software - EPS / F Misc: FA - FZ/ Fischer Sci-ForestPlywood/
		G Misc: GA - GL
14164	PURCHASING	G Misc: GM - GZ/ GHA Tech - Grainger/ H Misc: HA - HZ/ Handwriting w/o Tears/ I Misc:IA-IZ/IB Flooring-Impac #2307
14165	PURCHASING	Impac #2318/ Indoff - Irvine Park Railroad/ J Misc: JA - JZ/ JW Pepper - Johnson Landscape/ K Misc: KA - KZ/ Kapital Dist-
		Konica Minolta/ Misc L: LA - LZ/ Laguna Clay - LRP Pub/
14166	PURCHASING	M Misc:MA-MZ/Macki-Museum of Tol/N Misc:NA-NZ/NAESP-NOCROP/O Misc:OA-OZ/OCAD Assoc. OCDE #2003
14168	PURCHASING	Raymond Hand - Rossier/ S Misc: SA - SZ/S&S World Wide - Secco Electric
14169	PURCHASING	Segerstrom-Supply Mstr/T Misc: TA-TZ/Tanaka Farms-Travel Teens/U Misc:UA-UZ/Uline-US Games/V Misc:VA-VZ
14167	PURCHASING	OCDE #2025-4393/OC Fire Protection - Outreach Concern/ P Misc: PA - PZ/ PAC Coast Entertainment - Promethian/
		Q Misc: QA - QZ/ Quill / RA - RZ
14170	PURCHASING	Verizon - Voyager/W Misc: WA - WZ/ Wards - Wickets / X Misc - Z Misc / Zoner Bloser
14171	PURCHASING	Amazon PO's: M82P0014 - M82P2989
14172	PURCHASING	Amazon PO's: M82P2991 - M82P4531
14822	S VISTA	2020-21 ATTENDANCE
14077	S VISTA	2021 ATTENDANCE, STUDENT CHECK OUT LOG
12819	SP ED	FOX, TYLER
12820	SP ED	FOX, TYLER
12834	SP ED	LAI, JERRY, STEELE (Jerry Lai records removed by Gail in Sp Ed 9/16)
7583	SP ED	EXITS: WALSH-ZARAGOZA
7569	SP ED	EXITS: CABRAL-CURD
7572	SP ED	EXITS: GARCIA-GUZMAN
7573	SP ED	EXITS: HAMILTON-ISLAS
7574	SP ED	EXITS: JAGOW-JUDD
7581	SP ED	EXITS: SOSA-THAETE
7606	SP ED	EXITS: STEADMAN-WILLIAMS
7575	SP ED	EXITS: KAHLO-LUNAR
6868	SP ED	2005 EXITS
7118	SP ED	2006 EXITS
7126	SP ED	2006 EXITS
7316	SP ED	06-07 EXITS
7317	SP ED	06-07 EXITS
7318	SP ED	06-07 EXITS
7320	SP ED	06-07 EXITS
6870	SP ED	2005 EXITS
5958	SP ED	01/02 EXITS-MOVES
7010	SP ED	PRESCHOOL SEARCH AND SERVE EXITED SP ED+ DNQ
6950	SP ED	PRESCHOOL SEARCH AND SERVE EXITED SP ED+ DNQ
6913	SP ED	PRESCHOOL SEARCH AND SERVE EXITED SP ED+ DNQ
7009	SP ED	PRESCHOOL SEARCH AND SERVE EXITED SP ED+ DNQ

2025 Destruction Board Report
Destruction Date 7/1/2025
Records Department 6/1/2025
Prepared By: Sally Scarberry

<u>BOX</u>	<u>SITE/DEPT</u>	<u>DESCRIPTION</u>
9257	SP ED	PRESCHOOL
9258	SP ED	PRESCHOOL
9714	SP ED	PRESCHOOL
9799	SP ED	EXIT TALOA-VAN ANDEL
9798	SP ED	EXIT SEIPP-SWINHART
9801	SP ED	EXIT WASHINGTON-ZHU
9791	SP ED	EXIT DELEON-GUTIERREZ
9792	SP ED	EXIT HAFFERMAN-KENNEDY
9788	SP ED	EXIT DNQ AGUIRRE-BARGUIN
9905	SP ED	PRESCHOOL SEARCH AND SERVE EXITED SP ED+ DNQ
7570	SP ED	EXITS: DALTON-DUBOIS
7577	SP ED	EXITS: MESSINA-NGUYEN
14823	TUFFREE	2020-21 ALL ATT.PAPERWORK PARENT & DR NOTES,AIDE CONTRACTS,DROP OUTS,ENERG-DRILLS,CONCURRENT ENROLLMENT, FAX & EMAILS,FIELD TRIPS
16226	TYNES	2021-22 INS. PROTECTION, PHOTO, PUBLICITY
26227	TYNES	2021-22 WRITING PROMPTS
16228	TYNES	2020-21 ADMIN FILES
16229	TYNES	2021-22 INDEP. STUDY
16230	TYNES	2021-22 ATT. MONTHS 1-5 EMERG CARDS
16231	TYNES	2021-22 ATT. MONTHS 6-10
16232	TYNES	2021-22 CLASS. ADM RECORDS
16235	TYNES	2021-22 CERT. ADM RECORDS
14832	VALADEZ	2020-21 DAILY REPORTS WEEKS 1-24
14833	VALADEZ	2020-21 DAILY ATT WEEKS 25-38, MONTHLY ATT REPORTS 1-10,WARM BODY COUNTS, ENTER/INTRA,TRANSCRIPTS/PERMITS, LISTS OF CUM SENT & RECD
15080	VALADEZ	2018-19 REGISTRATION CARDS, STAFF SIGN IN SHEETS, PARENT AGREEMENT FORMS
15081	VALADEZ	2018-19 REGISTRATION, DISTRICT PARENT & INSURANCE FORMS, INTERNET AGREEMENTS
15082	VALADEZ	2018-19 REGISTRATION CARDS, GIFTS, TITLE 1, SUPPLMENTAL & BASE BUDGETS,TIME EXCEPTIONS
15083	VALADEZ	2018-19 FIELD TRIP PERMISSION SLIPS
15084	VALADEZ	2018-19 ELECTIVE CARDS, CONFISCATION LOG SHEETS, TIME EXCEPTIONS, NOE RECORDS
14467	VALENCIA	2020 GRAD CUMS AB-BA
14468	VALENCIA	2020 GRAD CUMS BECK-BURKE
14469	VALENCIA	2020 GRAD CUMS BURKE-CHAVEZ SPENCER
14470	VALENCIA	2020 GRAD CUMS CH-COR
14471	VALENCIA	2020 GRAD CUMS CRUZ-DO
14472	VALENCIA	2020 GRAD CUMS DOM-FLE
14473	VALENCIA	2020 GRAD CUMS FLORAY-GAMEZ
14474	VALENCIA	2020 GRAD CUMS GARCIA-GWON
14475	VALENCIA	2020 GRAD CUMS HO-IB
14476	VALENCIA	2020 GRAD CUMS IGNOT- KIM
14477	VALENCIA	2020 GRAD CUMS KOLACZ-MAGOS
14478	VALENCIA	2020 GRAD CUMS MAGOS, JOSE-MEDINA
14479	VALENCIA	2020 GRAD CUMS MEDINA-PEREZ, AMANDA
14480	VALENCIA	2020 GRAD CUMS PEREZ,ANA-PURECO
14481	VALENCIA	2020 GRAD CUMS Q-ROD
14482	VALENCIA	2020 GRAD CUMS RODRIGUEZ-SAMANIEGO
14483	VALENCIA	2020 GRAD CUMS SANCHEZ-TRAN
14484	VALENCIA	2022 GRAD CUMS TRAN-VELEDIAZ
14485	VALENCIA	2020 GRAD CUMS VERA-ZUNIGA
14454	YORBA LINDA HS	2020 GRAD CUMS A-BO
14455	YORBA LINDA HS	2020 GRAD CUMS BON-CAMP
14456	YORBA LINDA HS	2020 GRAD CUMS CAN-F
14457	YORBA LINDA HS	2020 GRAD CUMS G-KIEU
14458	YORBA LINDA HS	2020 GRAD CUMS KIL-MATS
14459	YORBA LINDA HS	2020 GRAD CUMS MAY-P
14460	YORBA LINDA HS	2020 GRAD CUMS Q-S
14461	YORBA LINDA HS	2020 GRAD CUMS T-Z
14080	YORBA LINDA HS	2021-22 ATTENDANCE A-CHI
14081	YORBA LINDA HS	2021-22 ATTENDANCE CHO-GA
14082	YORBA LINDA HS	2021-22 ATTENDANCE GE-J
14083	YORBA LINDA HS	2021-22 ATTENDANCE K-MC P
14084	YORBA LINDA HS	2021-22 ATTENDANCE ME-RE
14085	YORBA LINDA HS	2021-22 ATTENDANCE RH-S
14086	YORBA LINDA HS	2021-22 ATTENDANCE T-Z

2025 Destruction Board Report**Records Department 6/1/2025****Destruction Date 7/1/2025****Prepared By: Sally Scarberry**

<u>BOX</u>	<u>SITE/DEPT</u>	<u>DESCRIPTION</u>
14087	YORBA LINDA HS	2021-22 ATTENDANCE, INDEP STUDY, SART, EMERGENY DRILL ROSTERS, LUNCH PASSES, NO 5&6 PER RELEASE HOMEWORK REQUEST
14088	YORBA LINDA HS	2021-22 ATTENDANCE, SAT SCHOOL, DETENTION, ELECTRONIC DEVICE, SPORTS ROSTERS & CALENDAR, SUSPENSIONS,
		MONTHLY REPORTS 1-10 SIGNED,
14089	YORBA LINDA HS	2021-22 MONTHLY REPORTS 4-8
14090	YORBA LINDA HS	2021-22 MONTHLY REPORTS 9-10
14633	YORBA LINDA HS	2021 GRAD CUMS HOGAN- MORRIS
14634	YORBA LINDA HS	2021 GRAD CUMS MOTT-REIN
14635	YORBA LINDA HS	2021 GRAD CUMS REYES-SHIN
14636	YORBA LINDA HS	2021 GRAD CUMS SHM-VEGA
14637	YORBA LINDA HS	2021 GRAD CUMS VIN-Z
14638	YORBA LINDA HS	2021 GRAD CUMS ALL OF HAYDEN HIGDON FILES
14512	YORBA LINDA MS	2017-18 BANK DEPOSITS, STATEMENTS, INVOICES, CANCELED CHECKS, RECEIPTS, INSURANCE
14078	YORBA LINDA MS	2021-22 ATTENDANCE RECORDS MONTHS 1-8
14079	YORBA LINDA MS	2021-22 ATT RECORDS MONTHS 9&10. INDEPENDENT ACTIVITY LOGS Q1-Q4, PE APPLICATIONS, AGREEMENTS

PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
Board of Education Regular Meeting
June 3, 2025

CALIFORNIA BAPTIST UNIVERSITY, CLINICAL EXPERIENCES AGREEMENT, JUNE 4, 2025 TO JUNE 5, 2028

Background

The Placentia-Yorba Linda Unified School District and California Baptist University wish to renew an agreement that captures all student educational placement offered by the college which include Student Teaching/Clinical Practice Agreement, Teaching Internship Agreement, School Psychology, and School Counseling. This more versatile agreement will allow fieldwork, intern, and student teaching placements to be combined under a single, comprehensive document.

This experience provides students the required training and skills necessary to be effective educators. All student educators are carefully screened by the University to assure that they are fully qualified prior to placement in the district.

The district's partnership participation with California Baptist University, assists in building professional capacity in PYLUSD.

Financial Impact

No cost to the district

Administrator

Yolanda Mendoza, Acting Assistant Superintendent of Human Resources



CLINICAL EXPERIENCES AGREEMENT

This Clinical Experience Agreement (the "Agreement") is entered into by and between California Baptist University ("CBU") and **PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT** (the "District") effective on the date specified in Article I below. CBU and District are each a "Party" and are sometimes collectively referred to herein as the "Parties."

RECITALS

A. Pursuant to the provisions of the California Education Code, the governing board of any District is authorized to enter into agreements with any university or college accredited by the State Board of Education as a teacher education institution, to provide teaching experience through practice teaching to students enrolled in teacher education curricula of such institution; and

B. Any such agreement may provide for the payment in money or in services for such services rendered by the District an amount not to exceed the actual cost of the District services rendered by the District:

NOW, THEREFORE, it is mutually agreed between the Parties hereto as follows:

ARTICLE I - SPECIAL PROVISIONS

The Parties through the signatures of their authorized representatives below agree to enter into the following agreement(s). Check all that apply: (X)

- X- Article II: Student Teaching/Clinical Practice Agreement
- X- Article III: Teaching Internship Agreement
- X- Article IV: School Psychology Practicum/Pre-Internship Fieldwork Agreement (450 hours)
- X- Article V: School Psychology Final Fieldwork/Internship (1200 hours)
- X- Article VI: School Counseling Internship and Final Fieldwork Experience Agreement
- X- Article VII: Teacher Candidate Fieldwork
- X- Article VIII: Dual Candidate Intern Clinical Practice Requirements
- X- Article IX: Teacher Candidate Clinical Practice

The Parties agree that the terms of this Article 1 are incorporated by reference into each of the agreements selected by the Parties above which shall form the Parties' Agreement.

1. **EFFECTIVE DATE.** The effective date of this Agreement is June 04, 2025.
2. **TERM OF AGREEMENT.** The Term of the Agreement is from June 04, 2025-June 5, 2028.

3. **NOTICES.** Any notice required to be served hereunder shall be in writing and shall be delivered in person or by certified or registered mail at the address set forth below:

California Baptist University School of Education 8432 Magnolia Avenue Riverside, CA 92504	Placentia-Yorba Linda Unified School District 1301 E. Orangethorpe Avenue Placentia, CA 92870
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4. **SERVICES.**
- Student Teaching: Not to exceed one (1) teaching assignment per teacher per semester or fourteen- week session.
 - School Psychology: Number of students per supervising psychologist varies by site.
 - School Counseling: Number of students per supervising counselor varies by site.
5. **PAYMENT.** CBU will pay for each session of full-time or part-time clinical practice supervision provided pursuant to this Agreement at the rate specified in the program specific supervisor handbook.
6. **METHOD OF PAYMENT.** CBU shall pay the cooperating mentor teacher, school psychologist, or school counselor for each student placement, unless District policy dictates otherwise.
7. **NO OBLIGATION FOR PAYMENT.** Unless otherwise specified herein, CBU shall not be obligated by this Agreement to pay the District any amount in excess of the total sum set forth in Article I herein.
8. **INDEMNIFICATION.** The Parties hereto, and each of them, do hereby mutually agree to indemnify, defend, save and hold harmless each other, and their respective officers, affiliates, agents, servants and employees, of and from any and all liability, claims, demands, debts, suits, actions and causes of action, including wrongful death and reasonable attorney's fees for the defense thereof, arising out of or in any manner connected with the performance of any act or deed under or pursuant to the terms and provisions of this Agreement by such indemnifying party, or its officers, affiliates, agents, servants and employees, but only in proportion to and to the extent such liability, claims, demands, debts, suits, actions, causes of action, or attorney's fees are caused by or result from the negligent or intentional acts or omissions of either party.
9. **COMPLIANCE WITH EDUCATION CODE SECTION 45125.1.** CBU agrees to comply with all provisions of Education Code Section 45125.1 and District procedures relating to fingerprinting and criminal background checks. It will conduct criminal background checks of all students assigned to the District, and will certify that no students who have been convicted of serious or violent felonies as specified, will have contact with the pupils, pursuant to this Agreement. CBU must provide the District with a list of all CBU students providing services pursuant to this Agreement, and designate to which sites they will be assigned. Failure to comply with this requirement may result in, at the District's sole discretion, termination of this Agreement.

10. **TB TEST.** CBU shall provide District with proof of negative TB test, upon request, of each CBU student subject to this Agreement, current within one (1) year of clinical practice.
11. **CERTIFICATE OF CLEARANCE.** In accordance with PC 11105.3, pre-service teachers and fieldwork/clinical practice candidates will not be placed in fieldwork experiences in the District with unsupervised access to children until a background check by the Department of Justice and reported to the California Commission on Teacher Credentialing, including fingerprint clearance, is complete. CBU is responsible for ensuring that the certificate of clearance is valid as long as the student is enrolled in the program. Subsequent arrest records received by the District will be cause for a District review of continued candidate suitability. CBU or the District will determine if the student will be removed from the clinical practice assignment.
12. **RESPONSIBILITY FOR UNIVERSITY'S ACADEMIC PROGRAM.** CBU shall have exclusive control over all academic issues involving CBU's programs, which shall include, without limitation: selection of course content and required textbooks, delivery of instructional programs, selection and approval of faculty, admission, registration and retention of candidates, evaluation of candidates' prior experience and education, evaluation of candidates' academic progress, scheduling courses, awarding academic credit, and conferring degrees.
13. **INDEPENDENT CONTRACTOR STATUS.** This Agreement shall not be construed to create any partnership, joint venture, nor other agency relationship between the parties, who are independent of one another.
14. **COOPERATION IN DISPOSITION OF CLAIMS.** The District and CBU agree to cooperate with each other in the investigation and disposition of audits, peer review matters, disciplinary actions and third-party liability claims arising out of any services provided under this Agreement. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, joint investigation, defense, disposition of claims of third parties arising from services performed under this Agreement, and making witnesses available; provided, however, that nothing shall require either the District or CBU to disclose any peer review documents, records or communications which are privileged under Section 115.7 of the California Evidence Code, under the Attorney-Client Privilege or under the Attorney Work-Product doctrine.
15. **AMENDMENT.** This Agreement may be amended or modified only in writing signed by the Parties.
16. **ENTIRE AGREEMENT.** This Agreement (including all Agreements indicated in Article 1 herein inclusive of any exhibits and addendums thereto) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings or agreements.

17. NON-WAIVER. No waiver or breach of any term or provision of this Agreement shall be construed to be, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing signed by the party waiving the breach.

18. ASSIGNMENT. Neither party shall assign its rights or delegate its duties under this Agreement without the prior written consent of the other party.

19. SEVERABILITY. In the event that any provision of this Agreement shall be held void, voidable, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

20. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of California. In the event of any dispute or litigation concerning or arising out of this Agreement, both Parties agree to seek resolution of the dispute or litigation within the venue of the appropriate courts in the County of Riverside, State of California.

21. AUTHORIZATION WARRANTY. Each of the Parties represents and warrants to the other that the individual(s) executing this Agreement is duly authorized to bind the party to the terms and obligations set forth in this Agreement.

22. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. The Parties further agree that facsimile or scanned signatures will constitute original signatures for purposes of execution of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date.

DISTRICT Placentia- Yorba Linda Unified School District By: _____ Joan Velasco Assistant Superintendent of Business Services	CBU California Baptist University By: <u>Mark Howe</u> Mark Howe Senior Vice President for Finance and Administration
	By: <u>Robin Duncan</u> Robin Duncan, Ed.D. Dean, School of Education

ARTICLE II – STUDENT TEACHING/CLINICAL PRACTICE

- I. LOCATION AND SUPERVISION.** The District shall provide teaching experience through student teaching to schools and classes of the District, not to exceed the number of student teaching assignments set forth in the special provisions. Such student teaching shall be provided in such schools or classes of the District under the direct supervision and instruction of such employees of the District, as the District and CBU through their duly authorized representatives may agree upon.
- II. REFUSAL OF ASSIGNMENT.** The District may refuse to accept for student teaching any student of CBU assigned to student teaching in the District. Upon District's refusal, CBU shall withdraw the assignment of any Student Teaching candidate.
- III. DEFINITION.** For the purposes of this Agreement, "Student Teaching" means active participation in the duties and function of classroom teaching under the direct supervision and instruction of the employees of the District who hold valid clear teaching credentials issued by the California Commission for Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the student teaching is provided.
- IV. ACADEMIC YEAR.** For the purposes of this Agreement, the term "Academic Year" means the period of time each year that the District's schools are open and classes are held.
- V. DISTRICT EMPLOYED SUPERVISOR (DES)/ MENTOR TEACHER REQUIREMENTS:**
 - A.** District employed supervisors must have completed a minimum of three (3) years successful teaching experience.
 - B.** District employed supervisors must have been rated as exemplary teachers by the employer.
 - C.** District employed supervisors must hold the same credential as the assigned student teaching candidate.
 - D.** District employed supervisors must complete or provide evidence of meeting the California Commission on Teacher Credentials 10-hour professional development requirement.
 - E.** District employed supervisors for multiple subject candidates must teach the 4 core content areas (Language Arts, Math, Science, and Social Science).
 - F.** District employed supervisors must be prepared to provide candidates with weekly verbal and written feedback and appropriate support for edTPA requirements as outlined in the Mentor Teacher Handbook.
- VI. PLACEMENT.** Student Teaching candidates must be placed in a classroom with a population of diverse learners to include English Language Learners or students struggling with academic language. In addition, multiple subject candidates must be placed in a classroom in which all core subjects are taught.

The placement should align with the requirements of the specific credential the candidate is working towards.

- PK-3 Credential – must be placed in a PK-3 classroom.
- Single Subject Credential – must be placed with a mentor who is teaching a minimum of 4 sections of the content area.
- Multiple Subject Credential – must be placed in a classroom where all core subjects are taught.
- Ed Specialist – must be placed in a designated special education classroom.

- VII. PRACTICE TEACHING SESSIONS.** For the purposes of this Agreement, "Session of Student Teaching" means a full day of Student Teaching daily for five (5) days a week for seven (7) to fourteen (14) weeks for Multiple Subjects, Single Subject, and Education Specialist Credential candidates. For Student Teaching, the Multiple Subject, Single Subject, and Education Specialist credential candidates receive fifteen (15) semester units of Student Teaching credit. CBU shall determine the amount of college credit units assigned to Student Teaching.
- VIII. STUDENT TEACHER ASSIGNMENT.** Student Teaching assignments in classes of schools of the District shall be for one (1) or two (2) sessions as mutually agreed between CBU and the District.
- IX. ASSIGNMENT EFFECTIVE DATE.** The Student Teaching assignment shall be deemed to be effective as of the date the Student Teacher presents to their assigned classroom upon confirmation from the CBU Clinical Coordinator.
- X. TERMINATION OF ASSIGNMENT BY CBU.** If CBU terminates a Student Teaching assignment for any reason after a minimum of two (2) weeks after the assignment effective date, the District Employed Supervisor shall receive payment for one (1) assignment for such Student Teacher candidate as though there has been no termination of the assignment.

ARTICLE III –TEACHING INTERNSHIP AGREEMENT

- I. LOCATION AND SUPERVISION.** The District shall provide teaching experience through intern teaching to schools and classes of the District, not to exceed the number of intern teaching assignments set forth in the special provisions. Intern teaching shall be provided in schools or classes of the District under the direct supervision and instruction of employees of the District, as the District and CBU through their duly authorized representatives may agree upon.
- II. TERMINATION OF ASSIGNMENT.** The District may refuse to accept any student of CBU assigned to intern teaching in the District. CBU may refuse a placement if it does not meet university program standard requirements and/or terminate the assignment of any Student Teacher.
- III. DEFINITION.** For purposes of this Agreement, "Intern Teaching" means active participation in the duties and function of classroom teaching under the direct supervision and instruction of the employees of the District who: (i) hold valid clear teaching credentials issued by the California Commission for Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the intern teaching is provided; and (ii) have completed a minimum of three (3) years successful teaching experience.
- IV. DISTRICT AGREES TO:**
 - A.** Require candidates to have an intern eligibility letter from CBU before proceeding with an interview for employment.
 - B.** Ensure that the CBU intern ("Intern") selected for the internship is supported and is adequately supervised.
 - C.** Ensure that the District employed supervisor ("DES") mentor has the following qualifications: (i) valid corresponding clear or life credential; (ii) three (3) years successful teaching experience; and (iii) English Learner ("EL") Authorization.
 - D.** Ensure that a minimum of seventy-two (72) hours of support, mentoring, and supervision shall be provided per Academic Year by DES in the following activities: (i) content-specific coaching such as math coaches or reading coaches; (Coaching separate from evaluation by administration); (ii) grade level or department meetings related to curriculum planning and/or instruction; (iii) new teacher orientation; (iv) classroom observations and coaching; (v) co-planning demonstration lessons and/or co-teaching activities with mentor/coach; (vi) activities and/or workshops specifically addressing issues in Intern's classroom which are co-attended by Intern and support person(s); and (vii) editing of work-related writings such as letters to parents, announcements, PowerPoint presentations or other such writings.
 - E.** Ensure that the Intern is supported and is adequately supervised specific to the needs of ELs.

- F. Identify an individual who will be immediately available to assist Intern with planning lessons that are appropriately designed and differentiated for ELs, for assessing language needs and progress, and to support language accessible instruction through in-classroom modeling and coaching as needed. The individual assisting Intern may be the same mentor provided he/she has an EL authorization and is immediately available.
- G. Ensure that an additional twenty-four (24) hours of support, mentoring, and supervision shall be provided per Academic Year in the following activities and distributed in a manner that sufficiently support Intern's development of knowledge and skills in the instruction of ELs: (i) content-specific EL coaching in the classroom; (ii) co-planning with special educator or EL expert to address included special needs students and/or ELs; (iii) release time for participation in district group/regional group such as Early Learning Advisory Council ("ELAC") or District English Learners Advisory Committee ("DELAC"); (iv) review and discuss test results such as the English Language Proficiency Assessments for California (ELPAC) and other standardized tests with colleagues; and (v) weekly planning or review of plans with EL authorized credential holder.
- H. Evaluate the Intern's performance and notify the CBU supervisor immediately, preferably by email, of any cause of dissatisfaction with, misconduct of, or any other difficulties in the work performance of the Intern.

V. CBU AGREES TO:

- A. Ensure that Intern candidates have earned bachelor's degrees and have met the minimum preservice hours in methods courses prior to receiving an intern eligibility letter.
- B. Ensure Intern is supervised and is provided with adequate support. All activities of supervision and support will be monitored, documented and recorded on file at CBU.
- C. Ensure that the CBU supervisor will have the following qualifications: (i) current knowledge in the content area they will supervise; (ii) understands the concept of public schooling; (iii) has the ability to model best professional practices in teaching, learning, scholarship, and service; (iv) is knowledgeable about diverse abilities, cultural, language, ethnic and gender diversity; and (v) has a thorough grasp of the academic standards, frameworks, and accountability systems that drive the curriculum of public schools.
- D. Ensure that a minimum of seventy-two (72) hours of support, mentoring and supervision per semester by CBU supervisor will be provided in the following activities: (i) seminars (including problem-solving issues with students, curriculum, instruction, Teacher Performance Expectation ("TPE")) offered in person or via web-enabled video conference, webinar or other video-conferencing media; (ii) peer/faculty support such as discussion debriefing teaching day at start of each class; (iii) classroom observations and coaching; (iv) email, phone including voice or text, and/or video conferencing support related to observation, problem-solving, planning and curriculum; (v) interactive journal for

Support/Supervisor and Intern; and (vi) editing of work-related writing such as letters to parents, announcements, PowerPoint presentations or other such writings.

E. Ensure that the Intern is supervised and has adequate support specific to the needs of ELs. All activities of supervision and support shall be monitored, documented, and recorded on file at CBU.

F. Provide supervision including in-classroom coaching specific to the needs of ELs.

G. Ensure that an additional twenty-one (21) hours of support, mentoring, and supervision shall be provided per Academic Year in the following activities and distributed in a manner that sufficiently support Intern's development of knowledge and skills in the instruction of ELs: (i) content-specific EL coaching in the classroom; (ii) observe Specifically Designed Academic Instruction Delivered in English ("SDAIE") and/or English Language Development ("ELD") lessons online or in person; (iii) Intern observation of other teachers using EL strategies in other classrooms; and seminars including problem-solving issues with EL students, curriculum, instruction, EL strategies, offered in person or via the web-enabled video conference, webinar or other video-conferencing media.

VI. INTERN TEACHING SESSIONS. For purposes of this Agreement, "Session of Intern Teaching" is considered to be a full day of intern teaching daily for five (5) days a week for a minimum of twelve (12) weeks for Multiple Subjects, Single Subject, and Education Specialist Credential candidates. Internship requires full-time teaching.

VII. INTERN EFFECTIVE DATE. The date of the agreement signed between the student and District shall be deemed the Intern Effective Date.

VIII. NO OBLIGATION FOR PAYMENT. Notwithstanding any other provisions of this Agreement, CBU shall not be obligated by this Agreement to pay the District any amount.

ARTICLE IV – SCHOOL PSYCHOLOGY PRACTICUM EXPERIENCE AGREEMENT

- I. PROGRAM REQUIREMENTS.** Each candidate accepted into the School Psychology Internship Program (the “Program”) shall meet all of the following minimum criteria:
- A.** Holds a baccalaureate degree(s) or higher degree(s) from regionally accredited institutions of postsecondary education.
 - B.** Valid Certificate of Clearance, which includes fingerprinting.
 - C.** Passed the California Basic Education Skills Test (“CBEST”) and has completed sufficient course work in school counseling or school psychology to perform the duties necessary of the above-mentioned positions.
 - D.** Interview and screening by CBU staff in accordance with CBU’s policies and practices. CBU reserves the right of final determination on a candidate’s acceptance into CBU’s academic program which may qualify a candidate for eligibility for Program.
 - E.** Hold a TB clearance valid prior to and for the duration of their placement. CBU candidates are required to have TB clearance renewed each year.
 - F.** All other service preconditions required by state law or regulations, which may be amended from time to time.
- II. PLACEMENT OF CANDIDATES.** The District shall assign candidates to assume the functions under the supervision of a District school psychologist, as outlined in the CBU practicum handbook.
- A.** The District and CBU shall coordinate the process of placement of candidates.
 - B.** The District will use its best efforts within the constraints of openings available to place candidates in environments to maximize success of Candidates (i.e., supportive principal, available peer support, school selection.)
 - C.** The District reserves the right to make the final determination on any candidate’s potential employment by the District.
 - D.** Neither the University nor the District shall unlawfully discriminate in the selection of, or participation by, any Intern pursuant to this Agreement because of ethnicity, religion, sex, sexual orientation, national origin, ancestry, age or disability
- III. SUPERVISION OF CANDIDATES.** CBU shall provide practicum faculty and a practicum coordinator for candidates. Practicum faculty shall provide biweekly supervision to all practicum candidates in the practicum courses. CBU’s practicum coordinator, practicum faculty, and the District Supervisor shall provide input into evaluation of course requirements pursuant to CBU’s Pupil Personnel Services Practicum Handbook (CTC Standards).
- IV. PROGRAM SUPPORT.** District and CBU shall work collaboratively to provide support to the candidate to ensure success in practicum training.
- A.** The District shall provide a qualified supervisor to assist each candidate towards the completion of a total of 450 school-based clock hours over two years. CBU shall provide each candidate with a practicum course taught by a program faculty member. The District

and CBU shall independently determine the qualifications of their respective supervisors. CBU requires that a District supervisor be fully credentialed and have at least three (3) years' job experience.

- B. The District supervisors, CBU practicum coordinator, and CBU practicum faculty will meet for yearly practicum supervisor training.
- C. The CBU practicum coordinator will provide District supervisors with a Practicum Handbook that details a series of supervised experiences that provide for the application of pedagogical knowledge, skills and abilities as identified in the CTC SPPEs.
 - (1) The District shall provide candidates with opportunities and specific experiences aligned with the CTC SPPEs, including, but not limited to the following: (a) data-based decision making, (b) consultation and collaboration, (c) interventions and support to develop academic skills, (d) behavior interventions and mental health services to develop social and life skills (e) direct and indirect services-school wide practice to promote learning, (f) school-wide practices to promote behavioral and mental health (g) family-school collaboration, (h) human diversity, (i) research and program evaluation, and (j) legal, ethical and professional practices and dispositions.
 - (2) CBU shall provide candidates concurrent instruction in the practicum courses, supporting the fieldwork experience and providing a direct extension of program goals for training.
 - (3) The District supervisor shall complete an evaluation of the candidate's practicum performance per school semester.
 - (4) The District shall include candidates in appropriate District support programs and regularly scheduled staff development activities.

ARTICLE V – SCHOOL PSYCHOLOGY INTERNSHIP/FINAL FIELDWORK EXPERIENCE AGREEMENT

- I. PROGRAM REQUIREMENTS.** Each candidate accepted into the Program shall meet all of the following minimum criteria:
- A.** Holds a baccalaureate degree(s) or higher degree(s) from regionally accredited institutions of postsecondary education.
 - B.** Valid Certificate of Clearance, which includes fingerprinting.
 - C.** Passed the California Basic Education Skills Test ("CBEST") and has completed sufficient course work in school counseling or school psychology to perform the necessary duties of the required positions.
 - D.** Interview and screening by the CBU staff in accordance with CBU's policies and practices. The determination on a candidate's acceptance into CBU's academic program shall be made by CBU in its sole and absolute discretion.
 - E.** Hold a TB clearance valid prior to and for the duration of their placement. CBU Candidates are required to have TB clearance renewed each year.
 - F.** All other service preconditions required by state law or regulations, which may be amended from time to time.
- II. PLACEMENT OF CANDIDATES.** The District shall assign candidates to assume the functions under the supervision of a district school psychologist, as outlined in the CBU's Pupil Personnel Services School Psychology Internship Handbook.
- A.** The District and CBU shall coordinate the process of placement of candidates.
 - B.** The District will use its best efforts within the constraints of openings available to place candidates in environments to maximize first year success of candidates (i.e., supportive principal, available peer support, school selection.)
 - C.** The District reserves the right to make the final determination on any Candidate's potential employment by the District.
 - D.** Neither CBU nor the District shall unlawfully discriminate in the selection of, or participation by, any candidate pursuant to this Agreement because of ethnicity, religion, sex, sexual orientation, national origin, ancestry, age or disability.
- III. SUPERVISION OF CANDIDATES.** CBU shall provide an internship supervisor and internship course for Candidates. CBU supervisors shall provide biweekly supervision to all candidates in the internship courses. CBU supervisors and the District shall provide input into the candidate's evaluation for the purpose of course requirements, pursuant to CBU's Pupil Personnel Services School Psychology Internship Handbook (CTC Standards).
- IV. PROGRAM SUPPORT.** The District and CBU shall work collaboratively to provide support to the Candidate to ensure success in internship training.
- A.** The District shall provide a qualified supervisor to assist each candidate towards the completion of 1200 school-based clock hours over the course of the internship year (full-time)/two years (part-time). CBU shall provide each candidate with an internship course

- taught by CBU supervisors. The District and CBU shall independently determine the qualifications of their respective supervisors. CBU requires that a District supervisor be fully credentialed and have at least three (3) years' job experience.
- B.** The District supervisors and CBU supervisors will meet with the candidate at least one time per semester to ensure the success of the candidate.
 - C.** CBU supervisors will provide District supervisors with an Internship Handbook and Field Experience Plan that details a series of supervised experiences that provide for the application of pedagogical knowledge, skills and abilities as identified in the CTC SPPEs. The Field Experience Plan is reviewed and signed early in the field experience and is periodically reviewed and revised. 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 CBU and the local supervisory personnel.
 - D.** The District supervisor shall complete an evaluation of the candidate's internship performance per school semester (two evaluations over the internship year).
 - E.** The District shall include candidates in appropriate District support programs and regularly scheduled staff development activities.

ARTICLE VI – SCHOOL COUNSELING INTERNSHIP AND FINAL FIELDWORK EXPERIENCE AGREEMENT

- I. PROGRAM REQUIREMENTS.** Each intern accepted into the Program shall meet all of the following minimum criteria:
- A. Hold a baccalaureate degree(s) or higher degree(s) from regionally accredited institutions of postsecondary education.
 - B. Valid Certificate of Clearance.
 - C. Passed the California Basic Education Skills Test (“CBEST”) and has completed sufficient course work in school counseling or school psychology to perform the duties necessary of the required positions.
 - D. Interview and screening by CBU staff in accordance with CBU’s policies and practices. The determination on of an intern’s acceptance into CBU’s academic program shall be made by CBU in its sole and absolute discretion.
 - E. Interview and screening by the District staff in accordance with the District’s normal hiring policies and practices, to include:
 - (1) District Human Resources interview and screening.
 - (2) District Administrator interview and screening.
 - (3) Completions of a background check to include a Department of Justice fingerprint clearance.
 - (4) Testing for illegal drug use as evidenced by the submission to a drug test.
 - (5) Be free of active tuberculosis as evidenced by the submission to an examination within the past sixty (60) days in accordance with California Education Code 49406.
 - F. All other service preconditions required by State Law or regulations, which may be amended from time to time.
- II. PLACEMENT OF INTERNS.** The District shall assign Interns to assume the functions that are authorized by the credential held by the Intern.
- A. The District and CBU shall coordinate the process of placement of interns.
 - B. The District will use its best efforts within the constraints of openings available to place Interns in environments to maximize first-year success of Interns (i.e., supportive principal, available peer support, school selection.)
 - C. The District reserves the right to make the final determination on any intern’s employment by the District.
 - D. Neither CBU nor the District shall unlawfully discriminate in the selection of, or participation by, any intern pursuant to this Agreement because of ethnicity, religion, sex, sexual orientation, national origin, ancestry, age or disability.
 - E. CBU acknowledges that, as required by the Commission, the District shall not displace a certificated District employee with the placement of an intern.
- III. SUPERVISION OF INTERNS.** CBU shall provide site supervisors, (each a “University Supervisor”) for all interns. University Supervisors shall visit interns in the intern environment at least once per semester. Interns are employees of the District and subject to all of the rights and obligations associated to such employment, including the normal certificated employee

evaluation policies and practice. For employment purposes, the District shall be the sole evaluator of the intern, including the evaluation process, instrument and content. University Supervisors and the District shall provide input into the intern's evaluation for the purpose of course requirements, pursuant to CBU's Pupil Personnel Services Program Document (CTC Standards).

IV. PROGRAM SUPPORT. District and CBU shall work together collaboratively to provide the necessary support to the intern to ensure success.

- A. The District and CBU shall each provide a qualified supervisor to assist each intern. District and CBU shall independently determine the qualifications of their respective supervisors. CBU requires that a field mentor be fully credentialed and at least two (2) years' job experience.
- B. The District field mentor and CBU supervisor will meet together periodically with interns to ensure interns are following the California Standards for their specific credential.
- C. The CBU supervisor and the District field mentor must agree upon a Learning Plan for the counseling intern's fieldwork experience. The plan includes the competencies the intern is expected to develop, the experiences used to attain the competencies, and a plan for determining competency attainment. All parties periodically review the Learning Plan.
- D. The District shall assign a field mentor to the intern. District shall select and evaluate such field mentor in accordance with the District policies and practices.
- E. The District shall include interns in appropriate District support programs and regularly scheduled staff development activities.
- F. The duration and schedule of the fieldwork is to conform to the academic year of the school district, and the daily schedule is to conform to the hours of a typical school counselor, unless adjusted mutually by the CBU supervisor, the District field mentor, and the intern.
- G. CBU Supervisor Responsibilities:
 - (1) Meet with school counseling intern regularly to review experience and for remediation as needed.
 - (2) Review program expectations and paperwork with field mentor at the onset of field placement.
 - (3) Maintain regular contact by email, phone, or meeting with field mentor to clarify expectations and monitor counseling intern's progress.
 - (4) Conduct on-site visitation during the academic year at least once per semester.
 - (5) Provide final evaluation of counseling intern for recommendation of credential.
- H. Field Mentor Responsibility:
 - (1) Provide at least two hours of regularly scheduled supervision time each week with counseling intern.
 - (2) Help counseling intern understand rationale for actions and decisions.
 - (3) Provide experiences and materials needed for counseling intern to conduct activities identified in the Learning Plan.
 - (4) Keep CBU supervisor informed of counseling intern's progress (i.e., complete progress forms, emails, etc.).
 - (5) Provide feedback to Program for improvement.

- V. RIGHTS AND RESPONSIBILITY OF INTERNS.** Interns shall be deemed District employees for all purposes. As such, Interns shall be entitled to all rights and obligations normally afforded the District employees of like classification, assignment and working conditions.
- A.** Interns shall assume the full legal responsibility for the activities and assignment(s) they are given.
 - B.** Interns shall be paid as “non-credentialed” employees commensurate with their assignment and the applicable collectively bargained Agreement for Certificated Bargaining Unit.
 - C.** Subject to the limitations of California Education Code Section 44462, District reserves the right to adjust Intern’s compensation to cover supervision services pursuant to this Agreement.
 - D.** Interns shall not acquire tenure while serving on an internship credential or in a “non-credentialed” status. Acquiring tenure shall be governed by the then-applicable California Education Code provisions.
 - E.** Interns may be assigned to extracurricular activities. However, such assignments shall not present a conflict with the intern’s responsibilities at CBU.
 - F.** Interns shall attend all assigned school and District in-service training sessions or orientations. Interns shall attend department and faculty meetings, parent-teacher conferences and back-to-school nights. If there is a conflict between such District events and CBU programs, District events shall take priority.
 - G.** Interns shall not be entitled to additional days off or release time than what is afforded other employees of like classification, assignment and working conditions. Interns shall coordinate with their assigned school principal any planned days off for personal business or unpaid personal leave in order to meet any special requirements imposed on an intern by CBU to attend CBU classes or programs. If there is a conflict between such CBU obligations and normal responsibilities at the District, the normal responsibilities at the District shall take priority.
 - H.** Interns shall comply with all federal, state and local statutes and regulations applicable to District certificated employees, including without limitation, laws relating to the confidentiality of student matters.
 - I.** Interns shall obtain prior written approval of the District before publishing any materials relating to the internship experience.

ARTICLE VII – TEACHER CANDIDATE FIELDWORK

I. PROGRAM REQUIREMENTS. Each teacher candidate enrolled in fieldwork shall meet all of the following minimum criteria:

- A.** Holds a baccalaureate degree(s) or higher degree(s) from regionally accredited postsecondary education institutions.
- B.** Valid Certificate of Clearance, which includes fingerprinting.
- C.** Passed the California Basic Education Skills Test (“CBEST”) and has completed sufficient coursework in pedagogy and theory to perform the duties necessary for the above-mentioned positions.
- D.** Screening by CBU staff in accordance with CBU’s policies and practices. CBU reserves the right of final determination on a candidate’s acceptance into CBU’s academic program which may qualify a candidate for eligibility for the program.
- E.** All other service preconditions required by state law or regulations may be amended occasionally.

II. PLACEMENT OF CANDIDATES. The District shall assign candidates to assume the functions under the supervision of a teacher holding the same credential the candidate is working toward, as outlined in the CBU clinical practice handbook.

- A.** The District and CBU’s Clinical Coordinator shall coordinate the candidate placement process.
- B.** The District will use its best efforts within the constraints of openings available to place candidates in environments to maximize the success of Candidates (i.e., supportive principal, available peer support, school selection.)
- C.** The District reserves the right to make the final determination on any candidate’s potential employment by the District.
- D.** Neither the University nor the District shall unlawfully discriminate in the selection of or participation by any Intern pursuant to this Agreement because of ethnicity, religion, sex, sexual orientation, national origin, ancestry, age, or disability.

III. SUPERVISION OF CANDIDATES. CBU shall provide a fieldwork faculty and a clinical coordinator for candidates. Fieldwork faculty shall provide support to candidates in the fieldwork courses. CBU’s clinical coordinator, fieldwork faculty, and the district-assigned teacher shall provide input into the evaluation of course requirements pursuant to CBU’s Program Handbook.

- A.** Candidates are not considered student teachers and will act as a teacher’s assistant to the District teacher.
- B.** Candidates must always be supervised and can never be left alone with students.
- C.** The CBU clinical coordinator and fieldwork faculty will provide district teachers with the Fieldwork Packet, which will outline a series of supervised experiences that engage and apply pedagogical knowledge, skills, and abilities appropriate for the placement. The District teacher will provide candidates with opportunities and specific experiences to observe, engage in, and apply what they have learned and monitor their performance.

D. District teachers must complete an evaluation of the candidate at the end of the assigned hours.

E. There is no compensation for the supervision of candidates.

IV. PROGRAM SUPPORT. The district and CBU shall collaborate to support the candidate and ensure success in fieldwork.

A. The District shall provide a qualified teacher to assist each candidate in completing 50 school-based clock hours over the semester. CBU shall provide each candidate with a fieldwork course taught by a program faculty member. The District and CBU shall independently determine the qualifications of their respective teachers. CBU requires that a District teacher hold the same credential the candidate is working to obtain.

B. CBU will provide candidates with concurrent instruction in the fieldwork course, support the fieldwork experience, and assess course requirements.

ARTICLE VIII – DUAL CANDIDATE INTERN CLINICAL PRACTICE REQUIREMENTS

A Dual candidate is an individual working to obtain two credentials simultaneously. This could be, but is not limited to, a person working towards a Multiple Subject credential and a Mild to Moderate Support Needs credential simultaneously. An Intern is a student who has been hired by a district under an Intern credential to be the teacher of record in a classroom aligned to one of the credentials they are working to obtain. This person has not yet completed a Preliminary Teaching Credential.

A Dual candidate hired by a district may complete their Clinical Practice/Student Teaching requirements in the classroom where they are the teacher of record. They are then required to complete additional requirements, outlined by the Commission on Teacher Credentialing (CTC), in a classroom aligned with their second credential.

The purpose of Article VIII is to outline the requirements for the candidate to complete the additional requirements to obtain their second credential, preferably within the context of the school site where they are the teacher of record.

I. PROGRAM REQUIREMENTS. Each Dual candidate enrolled in Clinical Practice/Student Teaching shall meet all of the following minimum criteria:

- A.** Meet the requirements outlined in the Clinical Practice/Student Teaching section of the MOU.
- B.** Meet the requirements outlined in the Teaching Internship section of the MOU.
- C.** The District and Site Administrator will allow the Dual candidate 200 hours of release time to complete Clinical Practice/Student Teaching requirements in a classroom, preferably at their assigned school site, aligned to their second credential.

II. PLACEMENT OF CANDIDATES. The District shall ensure the following:

- A.** The Dual candidate's first Clinical Practice/Student Teaching placement will follow the guidelines of the Teaching Internship section of the MOU.
- B.** The District and CBU's Clinical Coordinator will coordinate the Dual candidate's second placement, ensuring it is in accordance with CTC and CBU requirements.
- C.** The District will work with the Site Administrator to create a plan to allow the Dual candidate release time from their permanent classroom to complete 200 hours of Clinical Practice/Student Teaching requirements in a placement aligned to the second credential. This schedule of 200 hours will be made in collaboration with the District, Site Administrator, and University Supervisor.
- D.** It is preferred that the placement be at the same school site.
- E.** The cost of coverage for the release time will be covered by the District.

III. SUPERVISION AND SUPPORT OF CANDIDATES

- A.** The District will provide a District Supervisor in alignment to the requirements of the Student Teaching/Clinical Practice section of the MOU. District Supervisors are not provided compensation from CBU.
- B.** CBU will provide a qualified University Supervisor to support the Dual candidate throughout both placements.
- C.** A Mentor Teacher will supervise the Dual candidate in their second placement. The Mentor Teacher should meet the minimum qualifications and expectations outlined in the Student Teaching/Clinical Practice section of the MOU.
- D.** The district and CBU shall collaborate to support the candidate and ensure success.

ARTICLE IX – TEACHER CANDIDATE CLINICAL PRACTICE

I. **PROGRAM SUPPORT.** The district and CBU shall collaborate to provide the following literacy instruction support to the candidate and ensure their success in fieldwork as noted in the CBU clinical practice handbook.

A. Candidates will be placed in settings that allow candidates opportunities to:

(1) Explicitly and repeatedly practice designing and delivering instruction that emphasizes the following October 2022 Literacy Standard and Teaching Performance Expectations (Literacy Standard and Teaching Performance Expectations for Preliminary Multiple Subject and Single Subject Credentials).

- FOUNDATIONAL SKILLS - as articulated in Literacy Program Standard 7a and Universal Teaching Performance Expectation 7.5
- MAKING MEANING - as articulated in Literacy Program Standard 7b and Universal Teaching Performance Expectation 7.6
- LANGUAGE DEVELOPMENT - as articulated in Literacy Program Standard 7c and Universal Teaching Performance Expectation 7.7
- EFFECTIVE INSTRUCTION - as articulated in Literacy Program Standard 7d and Universal Teaching Performance Expectation 7.8

(2) Practice diagnostic techniques that inform teaching and assessment and early intervention techniques, including screening and diagnostic techniques that inform teaching, assessment, and early intervention techniques, as appropriate to the credential and as identified in (1) Literacy Program Standard 7f and 7g, (2) Universal Teaching Performance Expectation 7.2, 7.10, and (3) MMSN/ESN Teaching Performance Expectations 7.1, 7.2 and 7.3

- This will include planning and implementing evidence-based literacy instruction grounded in an understanding of Universal Design for Learning and California's Multi-Tiered System of Support
- This will include the skills outlined in the California Dyslexia Guidelines: California Dyslexia Guidelines - Announcements & Current Issues (CA Dept of Education)

(3) Complete a Commission-approved literacy performance assessment focusing on foundational literacy skills and the additional cross-cutting themes in literacy as identified in Literacy Program Standard 7h.

PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
CLASSIFIED HUMAN RESOURCES REPORT
Board of Education Regular Meeting
June 03, 2025

<u>Retirement</u>	<u>Position</u>	<u>Site</u>	<u>Effective</u>
Karyn Butler	Bil School Secretary I	Ruby Drive	07/05/25
Rochelle Deeanne Carter	Supervisor	Nutrition Svs	07/01/25
Jose Chaidez	Night Custodian	Valencia	05/20/25
Rita M. Gamache	Ch Care Teacher I	Bryant Ranch	06/13/25
Bonnie Lance	Nutr Svs Satellite Kitchen Ld	Linda Vista	06/13/25
Ruth Panzino	SPED Assistant	Tuffree	06/13/25

<u>Resignation</u>	<u>Position</u>	<u>Site</u>	<u>Effective</u>
Lorraine Allen	SPED Intervention Assistant	Topaz	06/12/25
Ericka Fidel	Noon Duty Supervisor	Golden	05/09/25
Marlee Fleckenstein	SPED Intervention Assistant	Various APE/SPED	06/12/25
Heba Ghaly	SPED Intervention Assistant	Fairmont	06/12/25
Nashelly Gonzales	Noon Duty Supervisor	Bryant Ranch	05/21/25
Evelyn Gonzales Rivera	SPED Intervention Assistant	Valencia	05/16/25
Frankie Little	SPED Intervention Assistant	Mabel Paine	06/12/25
Leanne Mangilit	SPED Assistant	Ruby Drive	06/12/25
Stephanie Murillo	Ch Dev Preschool Edu	Bryant Ranch	05/27/25
Ana Maria Rios	Noon Duty Supervisor	Brookhaven	04/04/25
Phoebe Robinson	SPED Aide III	Mabel Paine	06/12/25
Yadira Rodriguez-Pena	Academy Tutor	Rio Vista	05/06/25
Kayden Taylor	Student Supervision Assist	Exp Learning	06/13/25
Katherine Vaught	SPED Intervention Assistant	Mabel Paine	06/12/25
Paige Williams	Instructional Assistant	Fairmont	04/10/25

<u>Termination</u>	<u>Employee ID#</u>	<u>Position</u>	<u>Site</u>	<u>Reason</u>	<u>Effective</u>
	14175	SPED Inter Assistant	Travis Ranch	Medical Layoff	05/13/25
	16522	SPED Inter Assistant	Mabel Paine	Medical Layoff	05/16/25
	15995	SPED Inter Assistant	Travis Ranch	Medical Layoff	05/16/25
	17453	SPED Inter Assistant	Golden	Did Not Pass Prob	05/16/25
	16354	SPED Aide III	Tynes	Medical Layoff	05/19/25

<u>Deceased</u>	<u>Employee ID #</u>	<u>Position</u>	<u>Site</u>	<u>Effective</u>
	00898	Ch Care Teacher I	Bryant Ranch	05/27/25

<u>Change of Status</u>	<u>Employee</u>	<u>From</u>	<u>To</u>	<u>Effective</u>
	Alexandrea Clevenger	Tech Comp Operator	Telecom Coord Rng 36 Step 5	04/22/25
	Zachary Perez	Supervisor II, M & F	Asst Dir II, M & F Rng 5 Step 4	06/04/25
	Olivia Pineda	SPED Assistant	SPED Inter Asst \$24.61	05/01/25
	Mario Sandoval	Supervisor II, Grounds	Asst Dir I, Grounds Rng 3 Step 6	06/04/25
	Jose Suarez	Supervisor I, Custodial	Asst Dir II, Custodial Rng 5 Step 5	06/04/25
	Jonathon Tune	Auditorium Tech	Warehouse Worker Rng 29 Step 1	05/12/25

<u>Leave of Absence</u>	<u>Employee ID#</u>	<u>Position</u>	<u>Site</u>	<u>Reason</u>	<u>Effective</u>
	07296	SPED Inter Assist	Linda Vista	Medical	04/23/25-06/16/25

05495	SPED Inter Assist	Wagner	Medical	05/04/25-05/16/25
15995	SPED Inter Assist	Travis Ranch	Discretionary-Unpaid	05/02/25-05/16/25
11098	SPED Inter Assist	Mabel Paine	Medical	05/22/25-06/06/25
12709	Bil Presc Educator	Rio Vista	Medical	04/28/25-06/02/25
16659	Nutri Svs Worker	Esperanza	Medical	05/01/25-06/01/25
01586	Nutri Svs Worker	El Dorado	Medical	04/30/25-05/18/25
16522	SPED Inter Assist	Mabel Paine	Medical	05/14/25-06/15/25
12816	SPED Inter Assist	Golden	Maternity	05/12/25-06/13/25
12603	Noon Duty Supv	Van Buren	FMLA	04/24/25-06/12/25
17669	Health Clerk	Travis Ranch	Medical	05/19/25-05/26/25

Working Out of Class

<u>Employee</u>	<u>From</u>	<u>To</u>	<u>Effective</u>
Regan Dierks	Child Care Teacher	Child Care Lead Teacher	04/30/25-05/02/25
Jeanette Moreta	Child Care Teacher	Child Care Lead Teacher	04/30/25-05/02/25
David Rodriguez	Nutrition Svs Delivery Driver	Warehouse Crew Chief	03/01/25-06/13/25

Employ

<u>Employee</u>	<u>Position</u>	<u>Site</u>	<u>Salary</u>	<u>Effective</u>
Michael Arias	Campus Supervisor	El Camino	\$23.44	04/28/25
Veronica Concha	Noon Supv & Sub	Mabel Paine	\$16.50	04/29/25
Marlene Hernandez	SPED Intervention Assistant	George Key	\$22.95	05/05/25
Leonora Jackson	Nutrition Services Worker	Nutrition Svs	\$17.49	04/28/25
Zachary McWhorter	SPED Intervention Assistant	Tynes	\$22.95	04/28/25
Carol Wong	Nutrition Specialist Supv	Nutrition Svs	\$98,215	06/04/25

Short Term

<u>Employee</u>	<u>NTE Hrs</u>	<u>Reason</u>	<u>Site</u>	<u>Effective</u>
Arlene Alonso	70	Teacher Support	El Camino	06/23/25-07/24/25
Michael Arias	100	Campus Supervisor	El Camino	06/23/25-07/24/25
Nancy Arias Martinez	20	School Registration	YLHS	08/11/25-08/22/25
Matthew Cammarato	77	Assist with Testing	Technology	05/07/25-06/01/25
Anthony Castaneda	15	Field Trip Support	SPED	05/02/25-06/12/25
Linda Cotta	15	Interpreter/Translator	SPED	04/24/25-06/12/25
Isaiah Esparza	3	Field Trip Support	Travis Ranch MS	05/01/25-05/01/25
Rebecca Garcia	2	Sports Physical Night	Esperanza	05/14/25-05/14/25
Tammie Hagen	20	Closing School Year	Sierra Vista	06/13/25-06/27/25
Elaine Hebert	15	SBAC Testing	Brookhaven	05/05/25-06/12/25
Anjolie Jang	24	Transition Support	Lakeview	04/10/25-06/12/25
Chad Kirkpatrick	3	Graduation Set-Up	George Key	06/04/25-06/04/25
Herlinda Lopez Cisneros	4	Child Care Support	Topaz	04/01/25-04/30/25
Daliana Maltez	20	Translate Dual TK	Educational Svs	04/07/25-05/16/25
Jeanne Melodia	10	Distinguished Sch	El Dorado	03/03/25-04/30/25
Cece Pina	100	Campus Supervisor	El Camino	06/23/25-07/24/25
Francisca Plaza Von Dem Bussche	10	Specialized Needs	Kraemer	04/16/25-06/12/25
Lisa Pulido	6	Teacher Training	Educational Svs	04/25-25-06/30/25
Adriana Reeves	3	Field Trip Support	Travis Ranch MS	05/01/25-05/01/25
Cali Santamaria	20	Tech Assistance	Technology	07/01/24-06/30/25
Portia Stevens	3	Graduation Set-Up	George Key	06/04/25-06/04/25

Substitutes

<u>Employee</u>	<u>Position</u>	<u>Site</u>	<u>Effective</u>
Carlee Anderson	Secretary I, Clerk II	Fairmont	08/21/25-06/11/26

Lisa Bartolo	Clerk I	Esperanza	05/06/25-06/12/25
Jill Elder	Secretary I, Clerk II	Fairmont	08/21/25-06/11/26
Leslie Flores	Bil Sch/Comm Stu Adv	Glenview	03/25/25-06/12/25
Belinda Garcia	Clerk II	El Camino	04/10/25-06/13/25
Roberta Justice	Secretary I, Clerk II	Fairmont	08/21/25-06/11/26
Deserea Kimura	Campus Supervisor	Student Services	03/28/25-06/12/25
Natalie Larsen	Secretary I, Clerk II	Fairmont	08/21/25-06/11/26
Nicholas Martinez	Academy Tutor	Exp Learning	04/22/25-06/12/25
Alexa Rodriguez	Academy Tutor	Exp Learning	04/29/25-06/12/25
Yadira Rodriguez Pena	Academy Tutor	Exp Learning	05/07/25-06/12/25
Eunice Tamayo	Nutrition Services Worker	Nutrition Services	04/28/25-06/12/25
Lara Thomas	Clerk II	El Camino	04/10/25-06/13/25

District Funded Co-Curricular Assignments

<u>Stipends</u>	<u>Assignment</u>	<u>Site</u>	<u>NTE Amount</u>	<u>Effective</u>
Nate Alam	Baseball	Educ Svs Ath	\$5400	07/01/25-08/22/25
Devon Ames	Boys Swimming CIF	Valencia	\$427	05/04/25-05/09/25
Bryan Anderson	Football	El Dorado	\$3416	07/28/25-10/31/25
Brandon Bento	Football	El Dorado	\$3416	07/28/25-10/31/25
Thomas Caballero	Football	El Dorado	\$3416	07/28/25-10/31/25
Jacob Craig	Boys Lacrosse	El Dorado	\$854	04/23/25-05/04/25
James De Leon	Girls Lacrosse	El Dorado	\$427	04/24/25-05/01/25
Jessica Diaz	Hd Boys Water Polo	YLHS	\$5338	08/11/25-10/22/25
Marty Dunn	Football	El Dorado	\$3416	07/28/25-10/31/25
William Garcia	Middle School Track	Educ Svs Ath	\$2491	03/31/25-05/07/25
Greg Hammersmith	Weight Trainer	El Dorado	\$3203	07/28/25-10/31/25
Nicholas Heinle	Football	Esperanza	\$4265	07/28/25-10/31/25
Julio Hernandez Armienta	Ceramics Lab Tech	Esperanza	\$2000	03/10/25-06/12/25
Austin Human	Hd Boys Cross Country	El Dorado	\$5338	08/12/25-11/07/25
Margaret Human	Hd Girls Cross Country	El Dorado	\$5338	08/12/25-11/07/25
Alex Le	Girls Golf	Esperanza	\$4271	08/19/25-10/24/25
Jay Mericle	Boys Swimming CIF	Esperanza	\$427	05/05/25-05/09/25
Annette Nielsen	Girls Swimming CIF	Esperanza	\$533	05/05/25-05/09/25
Anthony Piscitelli	Football	El Dorado	\$4271	07/28/25-10/31/25
Bradley Poma	Hd Boys Water Polo	El Dorado	\$5338	08/05/25-10/22/25
Jason Presley	Hd Football	Esperanza	\$6406	07/28/25-10/31/25
Ashley Pruitt	Beach Volleyball	El Dorado	\$593	04/17/25-04/22/25
Ashley Pruitt	Girls Volleyball	El Dorado	\$4271	08/09/25-10/15/25
Jaden Pugh	Baseball	Educ Svs Ath	\$5400	07/01/25-08/22/25
Bodie Quirk	Girls Tennis	El Dorado	\$4271	08/12/25-10/29/25
Luis Ramirez	Football	Esperanza	\$4265	07/28/25-10/31/25
Nate Ramirez	Football	El Dorado	\$3416	07/28/25-10/31/25
Paul Tran	Boys Lacrosse CIF	El Dorado	\$854	04/23/25-05/04/25
James Valverde	Hd Flag Football	Esperanza	\$5338	08/04/25-10/15/25
Bryce Wada	Boys Lacrosse	El Dorado	\$1067	04/23/25-05/04/25
Enrique Zuniga Lomeli	Middle School Track	Educ Svs Ath	\$2491	03/31/25-05/07/25

Booster Funded Co-Curricular Assignments

<u>Employee</u>	<u>Assignment</u>	<u>Site</u>	<u>NTE Amount</u>	<u>Effective</u>
Eric Ayala	Football	El Dorado	\$3000	07/28/25-10/31/25
Anthony Ballesteros	Flag Football	Esperanza	\$3200	08/04/25-10/15/25
Jesse Clark	Boys Soccer	El Dorado	\$1250	08/12/25-10/31/25
Jacob Craig	Boys Lacrosse	El Dorado	\$2000	08/12/25-10/31/25
John De Best	Girls Soccer	El Dorado	\$2000	08/12/25-10/31/25

Ben Dibuno	Boys Lacrosse	El Dorado	\$2000	08/12/25-10/31/25
Delaina Dunn	Cheer	El Dorado	\$1558	09/01/25-06/12/26
Hayden Dunn	Football	El Dorado	\$3000	07/28/25-10/31/25
Marty Dunn	Football	El Dorado	\$1000	04/04/25-06/02/25
Don Ford	Football	El Dorado	\$2500	07/28/25-10/31/25
Francisco Hanon	Boys Soccer	El Dorado	\$1500	08/12/25-10/31/25
Ethan Johnson	Boys Lacrosse	El Dorado	\$2000	08/12/25-10/31/25
Madison Lewis	Girls Lacrosse	El Dorado	\$285	04/24/25-05/01/25
Jason Mandujano	Cheer	El Dorado	\$935	05/01/25-06/13/25
Jason Mandujano	Cheer	El Dorado	\$935	09/01/25-06/12/26
Giovany Marin	Boys Soccer	El Dorado	\$1000	08/12/25-10/31/25
Steven McManus	Boys Soccer	El Dorado	\$4250	08/12/25-10/31/25
Luke Muller	Football	El Dorado	\$3000	07/28/25-10/31/25
Dale Mullins	Football	El Dorado	\$1000	04/04/25-06/02/25
Dale Mullins	Football	El Dorado	\$2500	07/28/25-10/31/25
Khris Nelson	Boys Basketball	El Dorado	\$1200	08/12/25-10/31/25
Jacob Patterson	Boys Lacrosse	El Dorado	\$2000	08/12/25-10/31/25
Ashley Pruitt	Girls Volleyball	El Dorado	\$1200	08/09/25-10/15/25
Gilbert Quintero	Football	El Dorado	\$2500	07/28/25-10/31/25
Cole Rosner	Girls Volleyball	El Dorado	\$2000	08/09/25-10/15/25
Muneer Saied	Boys Basketball	El Dorado	\$2000	08/12/25-10/31/25
Jo Shadow	Football	El Dorado	\$3000	07/28/25-10/31/25
Sean Simpson	Flag Football	Esperanza	\$3500	08/04/25-10/15/25
Jil Stewart	Even Supv	Valencia	\$500	04/28/25-06/30/25
Amy Swearingen	Girls Tennis	El Dorado	\$2000	08/12/25-10/29/25
Paul Tran	Boys Lacrosse	El Dorado	\$2000	08/12/25-10/31/25
Brienne Trujillo	Boys Water Polo	El Dorado	\$1500	08/05/25-10/22/25
Bryce Wada	Boys Lacrosse	El Dorado	\$2500	08/12/25-10/31/25
Brittany Watrous	Girls Tennis	El Dorado	\$3000	08/12/25-10/29/25
Luke Zapanta	Girls Volleyball	El Dorado	\$2000	08/09/25-10/15/25

Child Care – Expanded Learning: Child Development Preschool Educator, Short Term: NTE 100 Hrs.

<u>Employee</u>	<u>Effective</u>
Sydney Chen	04/25/25-06/30/25
Andrea Michel	04/25/25-06/30/25
Shelby Phillips	04/25/25-06/30/25

Child Care – Expanded Learning: Student Supervision Assistant, Short Term: NTE 150 Hrs., All Sites 2025 SY

Hala Abdelhady
Kendra Livergood
Angeline Lopez

Child Care – State Preschool Program: Child Development Preschool Educator: Short Term: NTE 100 Hrs., All Sites 2025 SY

Andrea Michel
Shelby Phillips

Noon Duty Supervision: Substitute, Fairmont Elementary 08/26/25-06/11/26

Employee
Said Asad
Christina Boonmag
Pam Bouch
Leanne Daniels
Maria De Prevoisin

Julie Finnicum
Patricia Frank
Betty Hsueh
Alexadra Mehrazar
Usha Parikh
Leonor Rollins
Ashley Schreppel
Joan Sircable
Julie Taylor

Noon Duty Supervision Substitute and Short-Term: NTE 150 Hrs., 2024-2025 SY

<u>Employee</u>	<u>Site</u>
Debbie Cruz	Glenknoll
Jennifer Hsieh	Travis Ranch ES
Deesirae Kimura	Tuffree
Neisha Levecke	Brookhaven
Ashley Schreppel	Fairmont

Special Education, SPED Assistant/Intervention Assistant/Specialized, Substitute, All Sites, 04/25/25-06/12/25

Zaira Carrera
Kathleen Fouts

Special Education, SPED Intervention Assistant, Implement Behavior Intervention Plan, Short Term 100 Hrs., All Sites, 04/16/25-06/12/25

Lair Nakashima
Siara West

Educational Services - Elementary, Instructional Assistant Substitute, All Sites, 04/21/25-06/12/25

Zaira Carrera
Tyler Cornelison
Alicia Irei
Michaela Noh

Educational Services – College and Career Tech, Summer School Support, NTE: 20 Hours, 06/18/25-06/30/25

<u>Employee</u>	<u>Site</u>
Patricia Cardenas	El Dorado
Laura Gonzalez	El Camino
Karina Ornelas	YLHS
Michelle K Ram Botello	Esperanza
Matthew Wada	Valencia

Health Services: Health Clerk, NTE 10 Hrs, All Sites, Extra Duties, Training, Vision and Hearing, Meetings and Emergencies, 04/11/25-06/12/25

Viviana Lozano
Nancy Nichols
Archelle Tovar

AVID Tutor, Short Term: NTE 150 Hrs., All Sites 04/22/25-06/12/25

Stephanie Vasquez-Torres

2025 Summer School Support Staff - Short Term Hrs.: ESY, Enrichment, IMPACT, Credit Recovery, Summer Camp

<u>Employee</u>	<u>NTE Hrs</u>	<u>Reason</u>	<u>Site</u>	<u>Effective</u>
Maria Cervantes	92	Health Clerk	Melrose	06/23/25-07/24/25

Yolanda Cervantes	150	Bus Attendant I	Transportation	06/23/25-08/14/25
Wendy Churnock	180	Nutr Svs Production	El Dorado	06/20/25-08/15/25
Leticia Cuenca	90	Bil Clerk I	Melrose	06/23/25-07/24/25
Ann Dahl	180	Nutr Svs Sat Kit Ld	Rio Vista	06/16/25-08/15/25
Magdalena Dominguez	150	Secretary I	El Camino	06/23/25-07/24/25
Faye Estrada	100	Health Clerk	Tynes	06/23/25-07/24/25
Anacani Flores	150	Bus Attendant I	Transportation	06/23/25-08/14/25
Ayerim Flores	150	Bil Secretary I	Melrose	06/23/25-07/24/25
Jennifer Gallegos	92	Health Clerk	Topaz	06/23/25-07/24/25
Lisa Gilles	150	Bus Attendant I	Transportation	06/23/25-08/14/25
Sara Gonzalez	90	Bil Clerk I	Glenview	06/23/25-07/24/25
Maria Hernandez	150	Bus Attendant I	Transportation	06/23/25-08/14/25
Jennifer Lassiter	150	Secretary I	Valencia	06/23/25-07/24/25
Crystal Lopez	150	Bus Attendant I	Transportation	06/23/25-08/14/25
Maira Luna	150	Bus Attendant I	Transportation	06/23/25-08/14/25
Yesenia Luna	92	Health Clerk	Glenview	06/23/25-07/24/25
Adele Munayyer	180	Nutr Svs Sat Kit Ld	Tynes	06/23/25-07/24/25
Sonia Perez	150	Bus Attendant I	Transportation	06/23/25-08/14/25
Belinda Piana	100	Health Clerk	Tynes	06/23/25-07/24/25
Klarissa Pippin	150	Bus Attendant I	Transportation	06/23/25-08/14/25
Ani Ramos	150	Bus Attendant I	Transportation	06/23/25-08/14/25
Isabel Ramos	180	Nutr Svs Sat Kit Ld	Topaz	06/23/25-07/24/25
Niccolette Reta	150	Bus Attendant I	Transportation	06/23/25-08/14/25
Felisa Roberts	180	Nutr Svs Worker	El Dorado	06/20/25-08/15/25
Mabelle Roncancio	100	Health Clerk	Tynes	06/23/25-07/24/25
Irma Sanchez Quinones	90	Bil Clerk I	Topaz	06/23/25-07/24/25
Victoria Self	180	Nutr Svs Sat Kit Ld	Kraemer	08/01/25-08/14/25
Mikako Sernaque	150	Bus Attendant I	Transportation	06/23/25-08/14/25
Jasmine Servin	150	Bil Secretary I	Glenview	06/23/25-07/24/25
Nayeli Trujillo	150	Bil Secretary I	Topaz	06/23/25-07/24/25
Maura Ureno	150	Bus Attendant I	Transportation	06/23/25-08/14/25
Maria Vega	180	Nutr Svs Sat Kit Ld	El Camino	06/23/25-07/24/25
Angelica Villazana	180	Nutr Svs Worker	El Dorado	06/20/25-08/15/25
Emily Vogt	150	Bus Attendant I	Transportation	06/23/25-08/14/25

Summer Sports Camps, NTE \$5,400, 07/01/25-08/22/25

<u>Employee</u>	<u>Site</u>	<u>Sport Assignment</u>
Jacob Adams	El Dorado	Track
Jose Aldama	Yorba Linda HS	Hd Boys Soccer
Jonah Almanzar	Valencia	Dance
Bryan Anderson	El Dorado	Football
Andrew Arreola	El Dorado	Soccer
Eric Ayala	El Dorado	Football
Vincent Ayala	Esperanza	Hd Baseball
Easton Babb	Yorba Linda HS	Hd Boys Lacrosse
Anthony Ballesteros	Esperanza	Hd Boys Basketball
Brandon Bento	El Dorado	Football
Shawn Black	Esperanza	Boys Basketball
Joseph Blackman	Yorba Linda HS	Track
Hayley Bradshaw	Valencia	Girls Water Polo/Swim
Steve Byrens	Esperanza	Baseball
Thomas Caballero	El Dorado	Football
Makenna Calderon	El Dorado	Girls Soccer
Isabelle Cedano	Esperanza	Hd Cheer/Song

Anthony Chavoya	Valencia	Boys Soccer
Bob Cicero	Yorba Linda HS	Football
Joe Cicero	Yorba Linda HS	Baseball
Joe Cicero	Yorba Linda HS	Football
Jason Cohen	Valencia	Girls Volleyball
Angela Conley	El Dorado	Tennis
Nicole Crabb	Yorba Linda HS	Softball
Cierra Cradle	Esperanza	Girls Basketball
Jacob Craig	El Dorado	Lacrosse
Kevin Cralley	El Dorado	Girls Soccer
David Bladow	Yorba Linda HS	Baseball
Johnny De Best	El Dorado	Girls Soccer
James De Leon	El Dorado	Girls Lacrosse
Jessica Diaz	Yorba Linda HS	Hd Boys Water Polo/Swim
Jessica Diaz	Yorba Linda HS	Hd Girls Swim/Water Polo
Ben Dibueno	El Dorado	Lacrosse
Fred Dipalma	El Dorado	Football
Steve Ditolla	Yorba Linda HS	Football
Thanh Doan	Yorba Linda HS	Hd Boys & Girls Tennis
Troy Duncan	Yorba Linda HS	Boys Soccer
Delaina Dunn	El Dorado	Hd Cheer/Song
Hayden Dunn	El Dorado	Football
Marty Dunn	El Dorado	Football
Kyle Eos	Esperanza	Cross Country
Darius Faizi	Yorba Linda HS	Football
Taylor Fayer	Yorba Linda HS	Girls Soccer
Jasmine Ferman	Valencia	Girls Soccer
Nick Forcone	Esperanza	Baseball
Don Ford	El Dorado	Football
Chris Fox	El Dorado	Track
Griffin Fuller	Yorba Linda HS	Girls Soccer
Leah Fuller	Yorba Linda HS	Girls Soccer
Robert Fuller	Yorba Linda HS	Hd Girls Soccer
Luz Garcia	Valencia	Cross Country
Sarah Garcia	Valencia	Cross Country
William Garcia	Esperanza	Cross Country
Brain Gladue	Esperanza	Baseball
Carson Gonzalez	Yorba Linda HS	Girls Volleyball
Carson Gonzalez	Yorba Linda HS	Boys Volleyball
Devin Green-Noble	Yorba Linda HS	Softball
Michael Gualtieri	El Dorado	Cross Country
Alberto Gutierrez	Esperanza	Boys Basketball
Mark Gutierrez	Valencia	Boys Soccer
Dylan Halverson	El Dorado	Boys Basketball
Greg Hammersmith	El Dorado	Football
Francisco Hanon	El Dorado	Soccer
Eric Hansen	Valencia	Boys & Girls Tennis
Daniel Hayashi	Yorba Linda HS	Boys Volleyball
Carl Hemreck	Valencia	Baseball
Chris Hertl	Valencia	Girls Flag Football
Karman Hsu	Valencia	Boys Basketball
Austin Human	El Dorado	Cross Country
Margaret Human	El Dorado	Hd Cross Country
Katie Hunt	El Dorado	Girls Soccer

Brandon Hurst	Yorba Linda HS	Softball
Chris Janney	Yorba Linda HS	Boys Soccer
Kyle Janes	Valencia	Baseball
Maya Jedrzejczak	Yorba Linda HS	Girls Swim/Water Polo
Darryl Jenkins	El Dorado	Football
Ethan Johnson	El Dorado	Lacrosse
Tony Johnson	Yorba Linda HS	Hd Boys & Girls Tennis
Marcus Jones	Yorba Linda HS	Hd Baseball
Stirley Jones	Yorba Linda HS	Hd Track
Shelby Kain	El Dorado	Girls Soccer
Aubrey Kettering	Esperanza	Girls Dance
Teresa Klausmeier	El Dorado	Cross Country
Katlynn Kossick	Yorba Linda HS	Girls Lacrosse
Matthew Lai	Valencia	Boys Volleyball
Matthew Lai	Valencia	Girls Volleyball
Taylor Lawson	El Dorado	Boys Basketball
Madison Lewis	El Dorado	Girls Lacrosse
Josh Linen	Valencia	Cross Country
Gianna Lopez	Yorba Linda HS	Cheer/Song
Brandon Luke	El Dorado	Boys Volleyball
Brandon Luke	El Dorado	Girls Volleyball
Luke Lussier	Yorba Linda HS	Boys Wrestling
Anthony Luti	El Dorado	Track
Steven McManus	El Dorado	Hd Soccer
Geovanni Micallef	Yorba Linda HS	Girls Flag Basketball
Jacob Miller	Yorba Linda HS	Baseball
Jason Minici	Yorba Linda HS	Baseball
Chloe Morales	El Dorado	Girls Soccer
Robert Moreno	El Dorado	Girls Basketball
Robert Moreno	Valencia	Football
Dale Mullins	El Dorado	Football
Paul Murata	Yorba Linda HS	Girls Basketball
Abbie Muther	Yorba Linda HS	Girls Volleyball
Carl Myerscough	Yorba Linda HS	Track
Khris Nelson	El Dorado	Boys Basketball
Tori Noseworthy	Yorba Linda HS	Girls Volleyball
Alejandra Nunez	Valencia	Girls Soccer
Elizabeth Odonnell	El Dorado	Track
Stephanie Offiner	Valencia	Girls Water Polo/Swim
Jacob Oneill	El Dorado	Track
Michael Palacios	Valencia	Boys Basketball
Daniel Parahnevich	Yorba Linda HS	Boys Water Polo/Swim
Spencer Parry	Yorba Linda HS	Boys Wrestling
Lorenzo Pastrana	Valencia	Boys Wrestling
Jack Patino	El Dorado	Track
Jacob Patterson	El Dorado	Lacrosse
James Perkins	Yorba Linda HS	Girls Volleyball
Ryen Perry	El Dorado	Boys Basketball
John Perryman	Valencia	Softball
Kurt Perryman	Valencia	Softball
Kurt Perryman	Valencia	Football
Anthony Piscitelli	El Dorado	Football
Bradely Poma	El Dorado	Boys Water Polo
Cade Potter	Yorba Linda HS	Boys Basketball

Jason Presley	Esperanza	Hd Football
Ashley Pruitt	El Dorado	Boys Volleyball
Ashley Pruitt	El Dorado	Girls Volleyball
Dan Pulos	Esperanza	Baseball
Gilbert Quintero	El Dorado	Hd Wrestling
Gilbert Quintero	El Dorado	Football
Bodie Quirk	El Dorado	Tennis
Henry Ramires	Valencia	Girls Soccer
Nate Ramirez	El Dorado	Football
Bill Ray	Yorba Linda HS	Football
Matt Raya	El Dorado	Girls Basketball
Tucker Raya	El Dorado	Girls Basketball
Margaret Reddick	Yorba Linda HS	Cheer/Song
Carlos Renteria	Valencia	Girls Basketball
Carlos Renteria	El Dorado	Girls Basketball
Jessica Rodriguez	Valencia	Softball
Sydney Rome	Yorba Linda HS	Cross Country
Julia Rudy	Valencia	Girls Volleyball
Danielle Rumary	El Dorado	Girls Basketball
Muneer Saied	El Dorado	Boys Basketball
Tim Sakoda	Esperanza	Girls Basketball
Emily Salazar	Yorba Linda HS	Hd Softball
Brandon Schalliol	Valencia	Boys Soccer
Timothy Schaner	Valencia	Boys Volleyball
Timothy Schaner	Valencia	Girls Volleyball
Jayden Sessom	Esperanza	Beach Volleyball
Jon Shaddow	El Dorado	Football
Nicole Siess	Yorba Linda HS	Softball
Sean Simpson	Esperanza	Flag Football
Gabriella Solis	Yorba Linda HS	Boys Volleyball
Stephanie Sprenger	Yorba Linda HS	Girls Volleyball
Madison Stanley	El Dorado	Girls Lacrosse
Shannon Steen	El Dorado	Hd Dance
Shannon Steen	El Dorado	Hd Song
Ethan Stinnett	Yorba Linda HS	Track
Linda Struiksma	Yorba Linda HS	Track
Christiane Sundstrom	El Dorado	Girls Soccer
Any Swearingen	El Dorado	Girls Lacrosse
Dylan Sweet	Valencia	Girls Flag Football
Dylan Sweet	Valencia	Girls Lacrosse
Hannah Sweet	Valencia	Girls Lacrosse
Rebecca Taul	El Dorado	Softball
Emma Timmermans	Valencia	Cross Country
Lee Torres	Valencia	Baseball
Paul Tran	El Dorado	Lacrosse
Jimmy Valverde	Esperanza	Hd Girls Basketball
Jimmy Valverde	Esperanza	Hd Flag Football
Bryce Wada	El Dorado	Hd Boys Lacrosse
Brittany Watrous	El Dorado	Tennis
Richard White	Valencia	Boys Basketball
Luke Wilson	Yorba Linda HS	Football
Brian Wood	El Dorado	Girls Basketball
Eric Wroblewski	Yorba Linda HS	Track
Peter Yatar	El Dorado	Tennis

Leo Yick	Valencia	Boys Basketball
Josh Zaha	Yorba Linda HS	Football
Luke Zapanta	El Dorado	Boys Volleyball
Mike Zelm	Valencia	Football

2025 Summer Groundskeeping – Grounds I, Short Term, NTE 400 Hours; 06/16/25-08/22/25

Teresa Castaneda
 Belinda Diaz
 Cory Edmondson
 Chris Mason
 Kirsten May
 Sandro Perez Moctezuma

2025 Day Custodian - Summer Custodial Cleaning, Short Term, NTE 320 Hours; 06/16/25-08/22/25

Katharine Bless
 Eliana Dopudja
 Ashley Falls
 Gladys Fetter
 Esperanza Fierro
 Maria J Garcia
 Diana Hernandez
 Laura Kelly
 Lupe Lord
 Raquel Moreno
 Bianca Pasillas
 Soledad Resendiz
 Mala Somaiah
 Tosha Spencer
 Terumi Strickler
 Leslie Thompkins
 Liliana Vargas
 Ramiro Vitela
 Kathleen Wicks
 Maggie Williams

2025 Facility Maintenance Worker - Summer Maintenance Work, NTE 250 Hours; 07/07/25-08/22/25

Vivian Anguiano
 Perla Castillo
 Zenaida Flores de Rosas
 Ana Kuppenov
 Abraham Partida
 Elizabeth Pillion
 Enrique Ramires
 Bill Ray
 Alfredo Roman
 Jessica Speaks

Use and Facilities: Auditorium Tech Support for Theaters, Short Term: NTE 150 Hours., 06/01/25-06/30/25

Maher Adukhader
 Seth Diaz
 Bakshi Falit
 Josh Hernandez
 Emmittee Keeler
 Allyson Le

Blasé Maffia
Brian Munoz
Matthew Palmer
Crishia Peet
Tatiana Rodriguez
Alan Rodriguez-Castro
Christopher St. Aubin
Jeremy Smith
Nhu Y. Tran

Technology: Tech Support Specialist, Short Term: NTE 10 Hours per Week., 07/01/25-09/12/25

Joshua Beckman
Thomas Burnett
Bennen Cavish
Brandon Gooch
Diana Ruvalcaba
Morgan Vito

Technology: Tech Support Specialist, Short Term: NTE 10 Hours per Week., 06/13/25-06/30/25

Joshua Beckman
Thomas Burnett
Bennen Cavish
Brandon Gooch
Diana Ruvalcaba
Morgan Vito

Technology: Tech Support Specialist, Substitute 07/01/25-06/30/26

Joshua Beckman
Thomas Burnett
Bennen Cavish
Diana Ruvalcaba
Morgan Vito

Technology: Tech Service Technician, Substitute 07/01/25-06/30/26

Thomas Burnett
Bennen Cavish
Brandon Gooch
Diana Ruvalcaba

Technology: Tech Info Systems Engineers, Substitute 07/01/25-06/30/26

Thomas Burnett
Bennen Cavish
Brandon Gooch
Diana Ruvalcaba

PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
CERTIFICATED HUMAN RESOURCES REPORT
Board of Education Regular Meeting
June 3, 2025

Resignation

<u>Employee</u>	<u>Site</u>	<u>Position</u>	<u>Effective</u>
Kristin Cooley	YLMS	Teacher	06/13/25
Angela Duenas	Wagner	Teacher	06/13/25
Joel Lara	Kraemer	Teacher	06/13/25
Sarah Morgigno	Mabel Paine	Academic Supp Tch	06/13/25
Alexis Reyes Cruz	YLMS	Teacher	06/13/25
Molly Skane	Glenview	Teacher	06/13/25
Shannon Vogelesang	Topaz	Teacher	06/13/25

Retirement

<u>Employee</u>	<u>Site</u>	<u>Position</u>	<u>Effective</u>
Elvira Bermudez	Topaz	Teacher	08/21/25
Cynthia Caderao	Travis Elem	Teacher	06/14/25
Suzanne Feighery	Valencia	Teacher	06/14/25
Lisa Macdonald	Topaz	Teacher	06/14/25
Jon Matson	Ed Svs	TOSA	06/14/25
Mary Mills	Spec Ed	Psychologist	07/01/25
Teresa Mulcahy	Glenknoll	Principal	07/01/25
Marian Nakama	El Dorado	Speech Pathologist	06/14/25
Barbara Peterson	Lakeview	Teacher	06/14/25
Wendy Takahashi	Valencia	Teacher	06/14/25
Eugene Tsuda	El Dorado	Teacher	06/14/25

Change of Status

<u>Employee</u>	<u>From</u>	<u>To</u>	<u>Effective</u>
Jayme Nash	Administrator, Spec Ed	Director I, Spec Ed \$178,209	07/01/25

Leaves of Absence

<u>Employee ID#</u>	<u>Position</u>	<u>Site</u>	<u>Reason</u>	<u>Effective</u>
03002	Teacher	Parkview	Medical	05/05/25-05/19/25
13993	Teacher	Kraemer	Medical	04/28/25-06/13/25
15190	Teacher	Travis Ranch	Family Care Unpaid	05/06/25-05/13/25
07806	Teacher	Tynes	Discretionary Unpaid	08/21/25-06/12/26
17387	ROTC Instructor	Esperanza	Military Leave	06/12/25-06/12/26
00269	Teacher	Kraemer	Medical	05/12/25-06/13/25
11687	Teacher	Glenview	Child Bonding	08/21/25-11/17/25
13072	Teacher	Kraemer	Maternity/Bonding	08/21/25-01/26/26
13143	Teacher	Valencia	Maternity/Bonding	08/21/25-12/19/25
17048	Speech Therapist	Van Buren	Medical	04/28/25-06/02/25
14375	Teacher	Valencia	Discretionary Unpaid	11/18/25-12/19/25
14375	Teacher	Valencia	Maternity/Bonding	05/16/25-11/17/25
15503	Teacher	Golden	Maternity	04/28/25-06/13/25
15503	Teacher	Golden	Child Bonding	08/26/25-11/20/25
00726	Teacher	Elm Music	Medical	05/28/25-06/13/25
11603	Teacher	Bryant Ranch	Discretionary Unpaid	08/21/25-06/12/26
11973	Teacher	Glenknoll	Medical	06/02/25-06/13/25

Release from Temporary Contract

<u>Employee</u>	<u>Site</u>	<u>Position</u>	<u>Effective</u>
16895	El Dorado	Teacher	06/13/25
17089	Glenview	Teacher	06/13/25
16996	Kraemer	Teacher	06/13/25
17048	Spec Ed	Speech Therapist	06/13/25
17103	Morse	Teacher	06/13/25
17038	YLMS	Resource Spec	06/13/25
16613	Topaz	Teacher	06/13/25
06126	Fairmont/Linda Vista	Academic Support	06/13/25
17108	Elem Art	Teacher	06/13/25
11102	Morse	Academic Support	06/13/25
17112	Elem Music	Teacher	06/13/25
17123	Elem Art	Teacher	06/13/25
16705	Morse	Academic Support	06/13/25
17003	OCSCS	Teacher	06/13/25
17396	Glenview	Academic Support	06/13/25
17006	OCSCS	Teacher	06/13/25
17013	OCSCS	Teacher	06/13/25
17117	Esperanza	Teacher	06/13/25
09589	Topaz	Academic Support	06/13/25
17007	OCSCS	Teacher	06/13/25
17008	YLMS	Music Teacher	06/13/25
08302	Elem PE	Teacher	06/13/25
12030	Elem PE	Teacher	06/13/25
12765	Golden	Teacher	06/13/25
12747	Wagner/Van Buren	Teacher	06/13/25
17104	Golden	Teacher	06/13/25
17012	OCSCS	Teacher	06/13/25
16496	Rio Vista	Academic Support	06/13/25
17115	OCSCS	Teacher	06/13/25
16028	Golden	Academic Support	06/13/25
13063	Sierra Vista	Academic Support	06/13/25
17105	Linda Vista	Teacher	06/13/25
01252	Rose Dr/Sierra Vista	Academic Support	06/13/25
13202	OCSCS	Teacher	06/13/25
17017	OCSCS	Teacher	06/13/25
17109	Elem PE	Teacher	06/13/25
17076	Valencia	Teacher	06/13/25
16990	OCSCS	Teacher	06/13/25
14952	Brookhaven	Teacher	06/13/25
17021	OCSCS	Teacher	06/13/25
16507	Bryant Ranch	Academic Support	06/13/25
17023	Travis MS	Music Teacher	06/13/25
14751	Bryant/Travis	Academic Support	06/13/25
17113	OCSCS	Teacher	06/13/25
12120	Ruby Drive	Teacher	06/13/25
10962	YLMS	Teacher	06/13/25
11969	Ruby Drive	Academic Support	06/13/25
16995	OCSCS	Teacher	06/13/25
17024	El Dorado	Teacher	06/13/25
16897	Golden/Brookhaven	Academic Support	06/13/25
17129	YLMS	Teacher	06/13/25

13208	OCSCS	Teacher	06/13/25
17025	OCSCS	Teacher	06/13/25
00540	Travis MS	Teacher	06/13/25
16328	OCSCS	Teacher	06/13/25
14247	Linda Vista	Teacher	06/13/25
17001	OCSCS	Teacher	06/13/25
17520	Glenview	Teacher	06/13/25
17110	Glenview	Teacher	06/13/25
09092	Mabel Paine/Lakeview	Academic Support	06/13/25
17134	Valencia	TOSA	06/13/25
15731	YLMS/OCSCS	Music Teacher	06/13/25
11358	OCSCS	Teacher	06/13/25
16803	OCSCS	Teacher	06/13/25
16988	El Dorado	Teacher	06/13/25
17085	El Dorado	Teacher	06/13/25
17027	OCSCS	Teacher	06/13/25
17139	OCSCS	Teacher	06/13/25
12977	OCSCS	Teacher	06/13/25
17448	El Camino	Teacher	06/13/25
13112	Tynes	Teacher	06/13/25
17063	Ruby Drive	Teacher	06/13/25
16989	Golden	Teacher	06/13/25

Extra Duty Assignments

<u>Employee</u>	<u>Site</u>	<u>Extra Duty</u>	<u>Hrly Rate</u>	<u>Hours</u>	<u>Effective</u>
Aemy Alvarez	Morse	Theater Production	\$55	20	04/09/25-06/12/25
Christina Avila	Student Svs	Sub Wellness Spec	\$83	72	04/04/25-06/12/25
Kelly Buchan	Student Svs	Home Hospital	\$55	85	04/04/25-06/12/25
Jaclyn Chavez	Student Svs	Attendance Recovery	\$55	5	05/10/25-05/10/25
Chivy Chia	Ed Svs	New Hire Inst Coach	\$55	16	08/13/25-08/16/25
Kristen Erickson	Ed Svs	HSS HS Lead Mtgs	\$55	5	04/21/25-06/30/25
Ashley Freeman	YLMS	Field Trip Planning	\$55	5	04/01/25-04/30/25
Bincins Garcia	YLHS	PA Lead	\$55	40	04/01/25-06/12/25
Jorge Garcia	Glenview	Yearbook Committee	\$55	40	05/02/25-06/13/25
Lisa Gersbacher	Ed Svs	Comm Science Night	\$55	6	04/23/25-05/01/25
Jaime Griffin	Van Buren	PBIS	\$55	10	04/01/25-06/12/25
Marisela Gutierrez	Topaz	Sub Support	\$55	24	02/03/25-04/30/25
Anabel Hernandez	Ed Svs	Honors Course Approval	\$55	4	04/21/25-06/30/25
Connor Hipwell	YLHS	AP Review	\$55	4	04/19/25-05/03/25
Alicia Manzanares	Ed Svs	Fam Literacy Nights	\$28	3	04/01/25-04/30/25
Julie Masone	OCSCS	YLWC Presentation	\$55	3	05/01/25-06/16/25
Julie Masone	OCSCS	YL Farmers Market	\$55	7	05/01/25-06/13/25
Jenny McLane-Raya	Ed Svs	CAASPP/Assessment	\$55	18	05/01/25-06/30/25
Jacklyn Miller	Kraemer	Dist Scholar Night	\$28	2	05/20/25-05/20/25
Elizabeth Morgan	Ed Svs	DLA Parent Night	\$28	1	03/24/25-03/25/25
Steve Nakanishi	Brookhaven	After School Tutor	\$55	10	04/01/25-05/30/25
Cozette Pettit	Student Svs	Home Hospital	\$55	37	05/01/25-06/12/25
Sarah Phillips	YLHS	Close Out Library	\$55	15	06/16/25-06/30/25
Omar Ramon Ortiz	Ed Svs	Performance Task	\$55	2	01/15/25-06/12/25
James Rettela	Esperanza	Attend WASC Mtg	\$28	1	04/08/25-04/08/25
Christie Shen	Human Resc	Move Sites	\$55	8	10/01/24-10/31/24
Mollie Simmons	Valadez	Colorguard Prep	\$55	10	03/03/25-06/30/25

Taylor Sloan	Ed Svs	Holocaust Contest	\$55	1	02/03/25-05/30/25
Eric Stoffel	Mabel Paine	PE Aide Support	\$55	20	08/26/24-06/11/25
Jacquelyn Valencia	Student Svs	Home Hospital	\$55	37	05/02/25-06/12/25
Amaryllis Velasco	Ed Svs	CAASPP/Assessment	\$55	3	05/01/25-06/30/25
Keri Walters	Esperanza	Sports Physical Night	\$55	3	05/14/25-05/14/25
Christine Williams	El Dorado	Foster Youth Mentor	\$55	25	03/03/25-06/12/25
Patricia Wong	Ed Svs	Maturity Screening	\$55	5	05/19/25-06/30/25
Daisy Zambrano	Student Svs	Attendance Recovery	\$28	5	04/26/25-04/26/25
Daisy Zambrano	Student Svs	McKinney Vento Tutor	\$28	10	03/19/25-06/12/25
Daisy Zambrano	Valadez	Math Tutor	\$28	5	05/19/25-06/12/25

Educational Services, Administer and Score the Performance Task for grades 3-5, \$55/Hr., NTE 2 Hrs., 01/15/25-06/12/25

Janet Quintana
Natasha Ulibarri

Educational Services, Assessment Development, \$55/Hr., NTE 1 Hr., 04/28/25-05/01/25

Rebecca Bonet
Coral Kranz
Sergio Narez

Educational Services, Canva Training, \$55/Hr., 05/08/25-05/09/25

<u>Employee</u>	<u>NTE Hours</u>
Cari Briggs	1
Stephanie Brock	1
Ann Chen	1
Chivy Chia	1
Linda Crossno	1
Rachael Gallagher	2
Meghan Meyers	2
Kim Thorp	2
Mary Volland-Chapluk	1
Dana Watts	1

Educational Services, Career Connected School Training, \$55/Hr., NTE 6 Hrs., 04/25/25-06/30/25

Kerry Archuleta
Michelle Beresford
Erin Cerda
April Chaney
Amanda Chen
Brandi Gonzales
Courtney Granger
Stephen Martinez
Sharon McBenttez
Roberto Mora
Scott Quarto
Sherri Simmons
Patricia Soto
Chelcy Suarez
Andrew Zaferson

Educational Services, Elementary Family Literacy Nights, \$55/Hr., NTE 3 Hrs., 04/01/25-04/30/25

Julianne Nogal

Yeni Osuna Pasillas
Kim Rothenberger
Briana Seward

Educational Services, Professional Development: AI Your Personal Assistant, \$55/Hr., NTE 2 Hrs.,
04/28/25-05/01/25

Donna Bartelli
Cari Briggs
Stephanie Brock
Isabel Castillo
Mary Chapluk
Chivy Chia
Katie DeGraffenreid
Olivia Goldberg
Roy Hull
Alesa Kerr
Heidi Krause
Kalena Kwan
Rosa Micheli
Danielle Miller
Amanda Peronto
Janet Quintana
Sunita Tendolkar
Trang Thai
Dana Watts

Esperanza, Attend WASC Focus Group Meeting, \$55/Hr., NTE 1 Hr., 04/08/25

Meredith Castro
Chivy Chia
Bradley Davis
Jason Goettsche
Katherine Harrington
Michael Klein
Vanessa Lara
Whitney Leonard
John Lindell
Mark Lovein
Debbie Mariotti
Steve Marshall
Laura Massaglia
Kressler Nguyen-Valdez
Steve Nordwick
Priscilla Palacios
Frank Perez
Catherine Platz
Janey Riech
Ryan Shaw
April Vanderhook
Matthew Varney
Michael Woodward
Linda Yakzan

Glenview, Yearbook Committee, \$55/Hr., NTE 20 Hrs., 05/02/25-06/13/25

Carla Battle
Juliana Tabata

Health Services, Employee Annual TB Assessments, \$55/Hr., NTE 10 Hrs., 5/19/25-06/06/25

Samantha Fien
Patricia Hiraga-Nitzel
Amy Kliner
Morgan Lopez
Gina Santangelo

Morse, Attend IEP Meetings, \$55/hr., NTE 5 Hrs., 09/23/24-06/13/25

Jon Gomez
Tami Tang

Morse, Professional Development and Collaboration for all Teachers, \$55/Hr., NTE 8 Hrs., 04/22/25-06/12/25

Aemy Alvarez
Janelle Bedard
Marlene Beltran
Jennifer Callahan
Nicole Fairfield
Cameron Ferry
Adriana Garcia-Ruiz
Jon Gomez
Bailey Knutsen
Julie Lama
Nancy Miller
Kimberly O'Connell
Nora Pacheco
Lynette Parelli
Sheila Patel
Karen Skokan
Paige Smith
Claudia Sundstrom
Tami Tang
Kristin Tesoro
Jennifer Wong
Jessica Worley
Ana Zamora-Lopez

Rio Vista, IEP Meetings, \$55/Hr., 02/27/25-06/13/25

<u>Employee</u>	<u>NTE Hours</u>
Kerry Archuleta	5
Michelle Beresford	6
Christina Hernandez	5

Student Services, Attendance Recovery, \$55/Hr., NTE 10 Hrs., 04/21/25-05/10/25

Erica Amann
Rebecca Bonet
Kelly Buchan
Elizabeth Caglia
Jaclyn Chavez

Brian Goebel
Eric Huang
Cozette Petitt
Kaitlyn Reuter
Kelly Smith
Joy Wong

Topaz, ELPAC Testing Training, \$55/Hr., NTE 1 Hr., 03/03/25-03/31/25

Michelle Chavez
Marisela Gutierrez
Mary Skates
Danielle Van Pool
Daniella Martinez
Jessica Sandoval

Tynes, Support Community Event, \$28/Hr., NTE 2 Hrs., 04/10/25

Alicia Manzanarez
Liliana Reyes
Gabriella Sarjeant
Sydney Snelbaker

Woodsboro, After School Intervention, \$55/Hr., NTE 20 Hrs. 03/17/25-04/10/25

Lisa Bradley
Tracy Chung

Stipends

<u>Employee</u>	<u>Site</u>	<u>Assignment</u>	<u>NTE Amount</u>	<u>Effective</u>
Julia Beresford	Spec Ed	Speech Clinical Supv	\$2000	08/27/24-06/12/25
Jodi Castillo	Spec Ed	Speech Clinical Supv	\$800	02/03/25-06/12/25
Inge Eppink	Ruby Dr	Outdoor Science Prg	\$588	03/31/25-04/02/25
Jane Huff	Glenknoll	AVID Summer Institute	\$300	07/16/25-07/18/25
Leslie Kirui	Spec Ed	Dept Chair II, 50%	\$1633	08/22/24-06/13/25
Wendy Mc Ginnis	Spec Ed	Dept Chair II, 50%	\$1633	08/22/24-06/13/25
Kathleen Rodriguez-Ukes	Spec Ed	Speech Clinical Supv	\$2000	08/27/24-06/12/25
Karen Samet	Spec Ed	Speech Clinical Supv	\$700	02/18/25-06/12/25

Fairmont, AVID Summer Institute, NTE \$300, 07/16/25-07/18/25

Maria Corral
Maria Hanon Ovies
Stephanie Perez
Chelsey Walters

Glenview, AVID Summer Institute, NTE \$300, 07/16/25-07/18/25

James Novek
Janet Quintana
Omar Ramon-Ortiz
Eddie Reyes

Melrose, Outdoor Science Program, NTE \$588, 04/23/25-04/25/25

Vladimir Figueroa
Guadalupe Toscano

Topaz, AVID Summer Institute, NTE \$300, 07/01/25-07/31/25

Lisette Garcia
Amy Gonzalez
Daniella Martinez
Jessica Sandoval
Mary Skates
Stacy Stevens

Tynes, AVID Summer Institute, NTE \$300, 07/16/25-07/18/25

Rachel Aguilar
Carin Benner
Sandra Doh
Ashley Eskew
Linda Maxwell-Jordan
Yeni Osuna-Pasillas
Erin Pon
Suzanne Wilson

District Funded Co-Curricular Assignments

<u>Stipends</u>	<u>Site</u>	<u>Co-Curricular Assignment</u>	<u>NTE Amount</u>	<u>Effective</u>
Britney Brown	El Dorado	Hd Girls Volleyball	\$5338	08/09/25-10/15/25
Karly Carazo	El Dorado	Boys Waterpolo	\$4271	08/05/25-10/22/25
Melissa Chavez	El Dorado	Hd Girls Golf	\$5338	08/19/25-10/24/25
Kevin Claborn	Esperanza	Hd Girls Golf/Longevity	\$6690	08/19/25-10/24/25
Mykaela Clemmer	El Dorado	Girls Lacrosse CIF	\$428	04/24/25-05/01/25
Brock Dunn	El Dorado	Football	\$4271	07/28/25-10/31/25
Jacob Eazell	El Dorado	Hd Girls Tennis	\$5338	08/12/25-10/29/25
Jennifer Garcia	Valadez	Music Program	\$5500	08/22/24-06/12/25
Zack Lamonda	El Dorado	Hd Football	\$6406	07/28/25-10/31/25
Jason Marganian	Valencia	Hd Boys Swimming CIF	\$534	05/04/25-05/09/25
Debbie Mariotti	Esperanza	Hd Girls X-Country/Longevity	\$6690	08/18/25-11/07/25
Rich Medellin	Esperanza	Hd Boys X-Country/Longevity	\$6690	08/18/25-11/07/25
Patrick O'Donnell	El Dorado	Hd Girls Lacrosse CIF	\$534	04/24/25-05/01/25
Patrick O'Donnell	El Dorado	Girls Golf	\$4271	08/19/25-10/24/25
Isaac Owens	Esperanza	Hd Girls Volleyball/Longevity	\$6690	08/09/25-10/15/25
Tyler Rex	Esperanza	Girls Volleyball/Longevity	\$5623	08/09/25-10/15/25
Keri Walters	Esperanza	Hd Girls Tennis/Longevity	\$6690	08/18/25-10/29/25

Booster Funded Co-Curricular Assignments

<u>Stipends</u>	<u>Site</u>	<u>Co-Curricular Assignment</u>	<u>NTE Amount</u>	<u>Effective</u>
Garret Boaz	El Dorado	Boys Basketball	\$2500	08/12/25-10/31/25
Melissa Chavez	El Dorado	Hd Softball	\$300	08/12/25-10/31/25
Zack Lamonda	El Dorado	Hd Football	\$3000	04/04/25-06/02/25
Brandon Luke	El Dorado	Girls Volleyball	\$2500	08/09/25-10/15/25
Rolfe Nasr	El Dorado	Girls Golf	\$2700	08/19/25-10/24/25
Gabrielle Stephenson	YLHS	Event Supervision	\$500	05/16/25-06/12/25
Kyle Thomas	El Dorado	Hd Girls Soccer	\$2500	08/12/25-10/31/25

Summer Sports Camps, NTE \$5400.00, 07/01/25-08/30/25

<u>Stipends</u>	<u>Site</u>	<u>Sport Assignment</u>
Mark Ahlberg	El Dorado	Football
Jeff Bailey	YLHS	Hd Football
Britney Brown	El Dorado	Hd Boys Volleyball

Britney Brown	El Dorado	Hd Girls Volleyball
Robert Casaba	El Dorado	Hd Girls Lacrosse
Melissa Chavez	El Dorado	Hd Girls Golf
Melissa Chavez	El Dorado	Hd Softball
Joe Chavoya	Valencia	Boys Soccer
Erik Cook	Valencia	Baseball
John Domen	YLHS	Football
Brock Dunn	El Dorado	Football
Jacob Eazell	El Dorado	Hd Tennis
Barrett Gardner	Valencia	Hd Boys Soccer
Jason Gray	Valencia	Hd Football
Teiko Ikemoto	YLHS	Hd Girls Basketball
Amber Juarez	Valencia	Hd Cheer/Song
Albert Lai	Valencia	Hd Tennis
Zachary Lamonda	El Dorado	Hd Football
Zachary Lamonda	El Dorado	Hd Track
William M. Lucas	El Dorado	Hd Baseball
Jeff Maes	Valencia	Hd Boys Wrestling
Matt Mahoney	Valencia	Boys Wrestling
Matt Mahoney	Valencia	Football
Catherine Manalo	El Dorado	Softball
Charlie Mayfield	Valencia	Baseball
Ryan Mounce	El Dorado	Hd Boys Basketball
Patrick O'Donnell	El Dorado	Hd Girls Lacrosse
Danny Ortega	Valencia	Hd Boys Basketball
Tage Peterson	Valencia	Hd Cross Country
Colette Riggs	Valencia	Hd Softball
Meshal Salas	YLHS	Hd Girls Dance
Joe Secoda	Valencia	Hd Baseball
Adam Suarez	Valencia	Girls Volleyball
Jason Sweet	El Dorado	Track
Kyle Thomas	El Dorado	Hd Girls Soccer