

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

Tuesday, May 6, 2025 at 3:30 PM

District Educational Center

1301 E. Orangethorpe Ave.

Placentia, CA 92870

Search Firm Interviews - 3:30 p.m.

Closed Session - 5:00 p.m.

Open Session - 6:00 p.m.

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

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

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

Page

1. CALL TO ORDER

A Regular Meeting of the Board of Education of the Placentia-Yorba Linda Unified School District, called by 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, May 6, 2025 at the District Educational Center, 1301 E. Orangethorpe Avenue, Placentia, CA.

2. PUBLIC COMMENT ON SEARCH FIRMS

An opportunity for public comment is provided at this time regarding search firms only.

3. SEARCH FIRM INTERVIEWS

Discussion and possible action regarding selection of a search firm to assist in selection of new superintendent.

- Education Leadership Services
- McPherson & Jacobson, L.L.C.
- Ray & Associates
- The Cosca Group

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
- 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 - Existing Litigation Pursuant to Government Code Section 54956.9(d)(1)
 - Magnolia Science Academy – Orange County v. Placentia-Yorba Linda Unified School District, Case No. 652560
- 5.5 Claim(s)

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 May 6, 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. APPROVAL OF MINUTES

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


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|------|--|---------|
| 12.1 | Approve the minutes of the Regular Meeting of April 22, 2025, as presented. Regular Meeting - Apr 22 2025 - Minutes - Html  | 20 - 22 |
| 12.2 | Approve the minutes of the Regular Meeting of April 8, 2025, as presented. Regular Meeting - Apr 08 2025 - Minutes - Html  | 23 - 40 |

13. RECOGNITIONS

- AVID Middle School Standouts
- Mock Trial Competition Art Contest
- Yorba Linda High School Speech and Debate

14. PRESENTATIONS

41 - 59

- Anti-bullying Campaign [Advancing Better Choices \(Anti-Bullying\) Board Presentation 25-05-06 \(1\).pdf](#) 

15. STUDENT BOARD REPORT

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

16. SUPERINTENDENT'S REPORT








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

17. PUBLIC COMMENT

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



18. ACTION ITEMS - GENERAL FUNCTIONS

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| 18.1 | Motion to appoint _____ to conduct a superintendent search. | |
| 18.2 | Establish Board Policy 0420.4 - Charter School Authorization, Board Policy 0420.41 - Charter School Oversight, Exhibit 0420.41-E Charter School Oversight, Board Policy 0420.43 - Charter School Revocation, Board Policy 0420.42 - Charter School Renewal, and Board Policy 7160 - Charter School Facilities, first reading. | 60 - 108 |

[Charter Board Policies - First Reading.docx](#)  [Board Policy 0420.4.docx](#)  [Board Policy 0420.41.docx](#)  [Exhibit 0420.41-E Charter School Oversight.docx](#)  [Board Policy 0420.43.docx](#)  [Board Policy 0420.42.docx](#)  [Board Policy 7160.docx](#) 







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|------|--|-----------|
| 18.3 | Adopt Resolution No. 24-23, Supporting Title IX and Fairness in Girls' Interscholastic Sports.
Resolution No. 24-23 Detail.docx  Resolution No. 24-23.docx  | 109 - 110 |
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19. ACTION ITEMS - BUSINESS SERVICES

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|------|---|-----------|
| 19.1 | Facility Use Agreement, Magnolia Science Academy - Orange County
Magnolia Facilities Use detail.docx  Final Execution Copy PYLUSD-Magnolia FUA(53250240.1).pdf 



Approve an in lieu of Proposition 39 Facilities Use Agreement between the District and Magnolia Science Academy-Orange County Charter School and Magnolia Education and Research Foundation. | 111 - 135 |
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20. ACTION ITEMS - CURRICULUM AND INSTRUCTION

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|------|---|-----------|
| 20.1 | Approve the purchase of a new edition of the Sports Statistics textbook for Yorba Linda and El Dorado High Schools.
Sports Statistical Reasoning Curriculum.docx  PYLUSD - Sports Stats Quote.pdf  | 136 - 138 |
| 20.2 | Approve the Project Citizen curriculum for the new Honors Civics course at Yorba Linda High School in partnership with the Nixon Library and Museum.
Honors Civics Curriculum at Nixon Library.docx  Honors Civics Project Citizen Book Quote.pdf  | 139 - 140 |
| 20.3 | Approve <i>Into Literature</i> , with Houghton Mifflin Harcourt as the English Language Arts curriculum for grades 6-8.
6-8 ELA Adoption HMH.docx  HMH Into Literature with Writable 7Yr.pdf  | 141 - 147 |
| 20.4 | Approve the seven-year adoption renewal agreement with StudySync as the English language arts curriculum for grades 9-12. | 148 - 154 |

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|------|--|-----------|
| 20.5 | <p>Approve the novel, <i>I Survived</i>, for pilot in sixth-grade classrooms at Morse, Fairmont, and Wagner Elementary Schools during the 2025-26 school year.</p> <p>I Survived Novel.docx  I Survived Parent Opt Out Letter.pdf </p> | 155 - 156 |
| 20.6 | <p>Approve the new AP Cyber Networking course for adoption into the high school course catalog beginning in the 2025-26 school year.</p> <p>VHS AP Cyber Networking.docx  VHS AP Kickstart Cyber Networking Course Description.pdf </p> | 157 - 168 |
| 20.7 | <p>Approve the new AP Precalculus course to be added to the course catalog beginning with the 2025-26 school year.</p> <p>AP PreCalculus.docx  PreCalculus Course Request Form.pdf </p> | 169 - 171 |

21. ACTION ITEMS - HUMAN RESOURCES

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|------|---|-----------|
| 21.1 | <p>Approve the Tentative Agreement between the California School Employees Association Chapter #293 (CSEA) and the Placentia-Yorba Linda Unified School District (PYLUSD).</p> <p>CSEA TA Approval Detail.doc  CSEA TA 2024-25.pdf </p> | 172 - 216 |
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22. 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.









23. CONSENT CALENDAR - BUSINESS SERVICES

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| 23.1 | <p>Approve/ratify purchase orders in the following amounts: (2024/25) - General Fund (0101), \$3,545,204.73; Child Development Fund (1212), \$114,180.96; Cafeteria Fund</p> | 217 - 243 |
|------|--|-----------|

(1313), \$4,916.86; Deferred Maintenance (1414), \$85,089.95; Capital Facilities Fund (2525), \$21,598.62; Capital Facilities Agency Fund (2545), \$18,056.21; Special Reserve – CAP Outlay (4040), \$5,475.00; Insurance Health and Welfare Fund (6769), \$384.48; Insurance Property Loss Fund (6770), \$50,000.00.

[PO Report Detail.docx](#)  [PO LISTING 3-23-25 TO 4-19-25.pdf](#)



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| 23.2 | <p>Approve warrant listings in the following amounts: Check #273262 through 274202; current year expenditures (March 23, 2025 through April 19, 2025) \$10,898,030.77; and payroll registers 9A, \$15,452,059.40, 9B, \$6,379,373.72.</p> <p>Warrant Report Detail.pdf  WARRANT LISTING 3-23-25 to 4-19-25.pdf </p> | 244 - 300 |
| 23.3 | <p>Accept as complete the projects listed and authorize filing Notices of Completion.</p> <p>NOC Detail.docx </p> | 301 |
| 23.4 | <p>Adopt Resolution No. 24-22 for the establishment of the tax schedule for CFD No. 1 for the 2025-26 fiscal year.</p> <p>Res. 24-22, CFD Detail.docx </p> | 302 - 313 |
| 23.5 | <p>Award Bid No. 225-09 for the new freezer and cooler project at the Nutrition Services building to Fidelity Builders, Project No, 164666.</p> <p>Bid 225-09, Freezer Detail.docx  BID 225-09 - FIDELITY BUILDERS.pdf </p> | 314 - 317 |
| 23.6 | <p>Approve inspection services for the Division of State Architect (DSA) inspection for the kiln improvement project at El Dorado High School with KVA Construction Management & Inspection Services, Inc., effective May 7, 2025 through June 30, 2026, Project No. 5508.</p> <p>DSA, El Dorado Detail.docx  KVA EDHS 5508.pdf </p> | 318 - 319 |
| 23.7 | <p>Approve inspection services for the Division of State Architect (DSA) inspection for the kiln improvement project at Valencia High School with KVA Construction Management & Inspection Services, Inc., effective May 7, 2025 through June 30, 2026, Project No. 5509.</p> | 320 - 321 |

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| 23.8 | Approve landscape architectural services for the ceramic's classroom patio improvement project at Yorba Linda High School with Nuvis Landscape Architectural, effective May 7, 2025 through June 30, 2026, Project No. 10233.


Landscape Serv. Detail.docx  NUVIS YLHS CERAMICS 10233.pdf  | 322 - 324 |
| 23.9 | Approve rejection of all bids for Bid No. 225-07 for the Wagner Elementary School solar installation project.










Reject Bid 225-07 Detail.docx  | 325 |
| 23.10 | Approve the architectural services agreement for the Expanded Learning Center project at the Professional Development Academy with Studio Plus Architecture Corp., Project No. 10234.

Studio Plus, Exp. Learning Detail.docx  STUDIO + PDA EXPANDED LEARNING 10234.pdf  | 326 - 331 |
| 23.11 | Approve Amendment No. 1 for additional architectural services for the bus charging stations at the District Education Center with Studio Plus Architecture Corp., Project No. 159063.

Studio Plus, Bus Charging Detail.docx  STUDIO + A1 BUS CHARGING 159063.pdf  | 332 - 334 |
| 23.12 | Approve Amendment No. 1 for additional architectural services for the Technology and Expanded Learning Office remodels at the District Education Center with Higginson Architects, Inc., Project No. 5396.

Higginson Arch. Detail.docx  HIGGINSON EXPANDED LEARNING OFFICES 5396.pdf  | 335 - 336 |
| 23.13 | Approve an Independent Contractor Agreement to provide Risk Management consultation and facilitator services with Monjaras & Wismeyer Group, Inc., effective July 1, 2025, through June 30, 2026.

Monjaras & Wismeyer Detail.docx  ICA (WC) 25-26.pdf  | 337 - 339 |
| 23.14 | Adopt Resolution No. 24-21 to authorize the use of temporary interfund borrowing for the 2025-26 fiscal year. | 340 - 341 |

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| 23.15 | Approve renewal of the Memorandum of Understanding for dietetic internship training with California State Polytechnic University, effective July 1, 2025 through June 30, 2027.
MOU CSPUP Intern Detail.docx  | 342 |
| 23.16 | Approve the agreement for a social media marketing membership with Dunk Tank Marketing, LLC., effective July 1, 2025 through June 30, 2026.
Social Media Membership Detail.docx  Dunk Tank 2025-26.pdf  | 343 - 345 |
| 23.17 | Approve renewal of the agreement to conduct public auctions with TLC Auctions, effective July 1, 2025 through June 30, 2028.
Auction Services Detail.docx  | 346 |
| 23.18 | Approve contract renewal for HMO dental insurance with CIGNA Dental Health of California, Inc., effective October 1, 2025, through September 30, 2026.
Cigna Dental Detail.docx  | 347 |
| 23.19 | Approve contract renewal to provide employee life insurance coverage with The Standard, effective October 1, 2025 through September 30, 2026.
Life Insurance Detail.docx  | 348 |
| 23.20 | Approve school-to-work insurance with Myers-Stevens & Toohey & Co., Inc., effective July 1, 2025 through June 30, 2026.
School to Work Ins. Detail.docx  | 349 |
| 23.21 | Approve contract renewal for crossing guard services at city-determined locations with All City Management Services, Inc., effective July 1, 2025 through June 30, 2026.
Crossing Guard Detail.docx  City of Placentia Crossing Guards - Renewal Letter 25-26.pdf  | 350 - 352 |
| 23.22 | Approve a one-year renewal of the agreement for certificate of insurance compliance and tracking with | 353 |

Business Credentialing Service (BCS), effective May 15, 2025 through May 14, 2026.

[BCS Detail.docx](#) 

- 23.23 Reject Claim No. 652915 presented to the district by Nordean Law. 354



[Claim #652915.docx](#) 

24. CONSENT CALENDAR - CURRICULUM AND INSTRUCTION

- 24.1 Approve the Independent Contractor Agreement with OC Safety, Inc. to provide first aid, adult, child, and infant CPR and AED training to preschool teachers in the Early Learning Program during the 2025-26 school year. 355 - 356

[OC Safety, Inc. Training.docx](#)  [OC Safety, Inc. Quote.pdf](#) 

- 24.2 Approve the service proposal with OCDE to provide professional development for preschool instructors on August 21, 2025. 357 - 360

[OCDE PD for Preschool Educators.docx](#)  [OCDE Service Proposal for Preschool Instructional Staff.pdf](#) 

- 24.3 Approve the Independent Contractor Agreement with Amazing School Assemblies for the Expanded Learning Summer Camp programs at Brookhaven, Bryant Ranch, Glenview, Golden, Morse, and Rose Drive Elementary Schools from June 16, 2025 to August 22, 2025. 361 - 363















[Amazing School Assemblies.docx](#)  [Amazing School Assemblies ICA.pdf](#) 















- 24.4 Approve the Independent Contractor Agreement with Perfection on Wheels to provide BMX assemblies at Brookhaven and Woodsboro during the Expanded Learning Summer Camp programs from June 16, 2025 to August 22, 2025. 364 - 366










[Perfection on Wheels.docx](#)  [Perfection on Wheels ICA.pdf](#) 








- 24.5 Approve the Independent Contractor Agreement with BOOST Collaborative to provide professional development to the Expanded Learning staff during the 2025-26 school year. 367 - 372







[BOOST Collaborative.docx](#)  [BOOST 2025_26 ICA.pdf](#) 
[BOOST Collaborative Proposal 2025.pdf](#) 

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| 24.6 | <p>Approve the Independent Contractor Agreement with Dreams for Schools to provide STEM courses during the Expanded Learning Summer Camp programs at Brookhaven, Bryant Ranch, Glenview, Golden, Morse, Rose Drive, Topaz, and Woodsboro Elementary Schools from June 16, 2025 to August 22, 2025.</p> <p>Dreams for Schools - Summer Camp.docx  ICA Dreams for Schools Summer 2025.pdf  Dreams for Schools - Summer Program Quote.pdf </p> | 373 - 376 |
| 24.7 | <p>Approve the Independent Contractor Agreement with Strategic Kids to provide enrichment classes for the Expanded Learning Program summer camps from June 16, 2025 to August 22, 2025.</p> <p>Strategic Kids - Summer Camp.docx  ICA Strategic Kids Summer 2025.pdf  Strategic Kids Quote Summer 2025.pdf </p> | 377 - 386 |
| 24.8 | <p>Approve the Independent Contractor Agreement with Game Truck OC to provide enrichment during the Expanded Learning summer camp programs held at Brookhaven, Bryant Ranch, Glenview, Golden, Morse, Rose Drive, and Woodsboro Elementary Schools from June 16, 2025 to August 22, 2025.</p> <p>Game Truck OC - Summer Camp.docx  ICA Game Truck OC.pdf  Game Truck OC Quote.pdf </p> | 387 - 391 |
| 24.9 | <p>Approve the Independent Contractor Agreement with Bionerds, Inc. to provide biology workshops at Brookhaven, Bryant Ranch, Glenview, Golden, Morse, Rose Drive, and Woodsboro Elementary Schools during the Expanded Learning Summer Camp programs, June 16, 2025 through August 22, 2025.</p> <p>Bionerds, Inc. - Summer Camp.docx  ICA Bionerds, Inc..pdf  Bionerds, Inc. Quote.pdf </p> | 392 - 395 |
| 24.10 | <p>Approve the professional development hours for TK through 6-grade teachers with OCDE during the 2025-26 school year.</p> <p>Elementary TK-6 PD Teacher Hours 2025-2026.docx </p> | 396 |
| 24.11 | <p>Approve the service proposal with OCDE to provide TK-6 Dual Language Education (DLE) professional development for the 2025-26 school year.</p> <p>TK-6 Educators DLE PD 2025-26.docx  OCDE-Service</p> | 397 - 400 |





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| 24.12 | Approve the proposal with HMH Education Company for the California Amira Reading Difficulties Risk Screener for K-2 for the 2025-26 school year.
K-2 Reading Screener HMH Amira.docx  HMH -Amira Reading Difficulties Risk Screener 2025-26.pdf  | 401 - 405 |
| 24.13 | Approve the services agreement with Booster Enterprises, Inc. for Bryant Ranch to participate in their annual Jog-a-Thon fundraiser on April 22, 2026.
Booster Enterprises - Bryant Ranch 2026.docx  Booster Enterprises ICA & Service Agreement.pdf  | 406 - 414 |
| 24.14 | Approve the Independent Contractor Agreement with Prismatic Magic, LLC to provide student assemblies during Red Ribbon Week at Bryant Ranch Elementary on October 29, 2025.
Prismatic Magic 25-26.docx  Prismatic Magic ICA.pdf  | 415 - 417 |
| 24.15 | Approve the Independent Contractor Agreement with Lexia Voyager Sopris, Inc. for virtual Step Up to Writing training for 9-12 English language arts teachers during the 2025 Summer Institute.
Step Up to Writing 9-12 ELA Training.docx  Step Up to Writing Quote.pdf  | 418 - 421 |
| 24.16 | Approve the six-year renewal agreement with Cengage Learning for WebAssign, an online math software used in Pre-Calculus, College Readiness Calculus, and AP Statistics courses.
2025 Renewal Agreement with Web Assign.docx  Precalculus 7th 6-year Quote 00008733.pdf  | 422 - 423 |
| 24.17 | Approve the purchase of IXL licenses for 6-8 Math and ELA and Algebra 1 for the 2025-26 school year.
IXL License Renewal 25-26.docx  IXL Renewal Quote.pdf  | 424 - 429 |
| 24.18 | Approve the MOU with OCDE to provide guidance and resources for the Secondary Math Pilot Committee during the 2025-26 school year.
OCDE Math Secondary Pilot.docx  OCDE MOU for PYL Math Pilot.pdf  | 430 - 436 |

- 24.19 Approve the agreement with AVID for the 2025 AVID Summer Bridge Algebra Readiness Program to be held at Valencia High School. 437 - 439
[AVID Summer Bridge \(Algebra Readiness\) 2025.docx](#)  [AVID Summer Bridge Quote# Q-90848 - \(2025-26\).pdf](#) 
- 24.20 Approve the Independent Contractor Agreement with AVID for AVID Excel Summer Bridge implementation during the 2025 Summer Program at Kraemer, Tuffree, and Valadez Middle Schools. 440 - 442
[AVID EXCEL Agreement.docx](#)  [AVID EXCEL PYLUSD Quote # Q-90847 - 1 year \(2025-2026\).pdf](#) 
- 24.21 Approve grant sub-agreement between Rancho Santiago Community College District and Placentia-Yorba Linda Unified School District for the K12 Strong Workforce Program Round 7 Grant Award. 443 - 450
[RSCCD for Strong Workforce Program K12 Grant \(Round 7\).docx](#)  [RSCCD for Strong Workforce SubAgrmt 2025 .pdf](#) 
- 24.22 Approve the TK-12 professional development teacher hours for training on artificial intelligence during the 2025 Summer Institute. 451
[TK-12 PD Teacher Hours for AI Training for Summer Institute 2025.docx](#) 
- 24.23 Approve the school-sponsored extended field trip for El Dorado High School to participate in the Point Loma College Boys Basketball Tournament in San Diego, California, on May 30-June 1, 2025. 452 - 453
[EDHS Boys Basketball Tournament, Point Loma.docx](#) 
- 24.24 Approve school-sponsored extended field trip for El Dorado High School to participate in the Contest of Champions Dance Nationals in Orlando, Florida on February 26, 2026-March 3, 2026. 454 - 456
[EDHS Dance Nationals, Orlando, FL.docx](#) 
- 24.25 Approve the school-sponsored extended field trip for El Dorado High School to participate in the Girls Volleyball Overnight Lock-in at El Dorado High School in Placentia, California on August 12-13, 2025. 457 - 458



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| 24.26 | Approve the school-sponsored extended field trip for El Dorado High School to participate in the United Cheerleading Association Summer Camp in Indian Wells, California on July 25-28, 2025.
EDHS Cheer Camp, Indian Wells.docx  | 459 - 460 |
| 24.27 | Approve the school-sponsored extended field trip for El Dorado High School to participate in the United Spirit Association Song Camp in Indian Wells, California, on June 16-19, 2025.
EDHS Song Camp, Indian Wells.docx  | 461 - 462 |
| 24.28 | Approve the school-sponsored extended field trip for El Dorado High School to participate in the United Spirit Association Elite Dance Camp in Buena Park, California on July 22-25, 2025.
EDHS Dance Camp, Buena Park.docx  | 463 - 464 |
| 24.29 | Approve the school-sponsored extended field trip for El Dorado High School to participate in the Westmont College Boys Basketball Camp/Tournament in Montecito, California, on June 27-29, 2025.
EDHS Boys Basketball Camp Westmont.docx  | 465 - 466 |
| 24.30 | Approve the school-sponsored extended field trip for El Dorado High School to participate in the Jam On It Hoops Boys Basketball Tournament in Las Vegas, Nevada on July 15-17, 2025.
EDHS Jam on it Hoops, Las Vegas.docx  | 467 - 468 |
| 24.31 | Approve the school-sponsored extended field trip for Esperanza High School girls basketball to attend the Palm Springs Classic Tournament in Palm Springs, CA on June 27-June 29, 2025.
EHS Girls Basketball Palm Springs .docx  | 469 - 470 |
| 24.32 | Approve the school-sponsored extended field trip for the Valencia High School ASB class to attend the Summer Leadership Camp in Angelus Oaks, California on June 13-15, 2025.
VHS ASB Summer Leadership Camp at Camp La Verne June 2025.docx  | 471 - 472 |

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| 24.33 | Approve school-sponsored extended field trip for Valencia High School to participate in the Boys Basketball Westmont College Camp and Tournament in Santa Barbara, California on June 27-29, 2025.
VHS Boys Basketball Westmont.docx  | 473 - 474 |
| 24.34 | Approve the school-sponsored extended field trip for the Valencia High School Integrated Science class to attend the Crystal Cove Marine Protected Area excursion and whale watching at Davey's Locker in Newport Beach, California, on June 2, 2025.
VHS Crystal Cove Integrated Science June 2025.docx  | 475 - 476 |
| 24.35 | Approve the school-sponsored extended field trip for the Valencia High School AP Environmental Science class to attend the Crystal Cove Marine Protected Area excursion and whale watching at Davey's Locker in Newport Beach, California, on June 3, 2025.
VHS Crystal Cove AP Environmental Science June 3, 2025.docx
 | 477 - 478 |
| 24.36 | 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 May 6, 2025.docx  | 479 |
| 24.37 | Accept grants as listed, as such action is in compliance with Education Code Section 41032, and direct the Superintendent to send letters of appreciation.
Grant for May 6, 2025.docx  Grant Agreement, George Key School.pdf  | 480 - 488 |

25. CONSENT CALENDAR - STUDENT SUPPORT SERVICES

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| 25.1 | Approve the Independent Contractor Agreement with Key2Ed, Inc., effective May 7, 2025-June 30, 2025.
Key2Ed, Inc. 24_25docx.docx  ICA Key2E, Inc. 24-25.pdf  | 489 - 495 |
| 25.2 | Approve the Independent Contractor Agreement with Key2Ed, Inc., effective July 1, 2025-June 30, 2026.
Key2Ed, Inc. 25_26docx.docx  ICA Key2E, Inc. 25-26.pdf  | 496 - 502 |
| 25.3 | Approve the Increase of the Independent Contractor | 503 - 505 |

Agreement with Dr. Robin Morris dba RBY5Psychological Services, effective May 7, 2024-June 30, 2025.














[Dr. Robin Morris.docx](#)  [2024-25 ICA May -6 Robin Morris .pdf](#)




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| 25.4 | Approve the Independent Contractor Agreement with Natalie Higgins dba Harmony Auditory-Verbal Therapy, effective July 1, 2025-June 30, 2026.
Harmony Auditory-Verbal Therapy.docx  2025-26 ICA Harmony Auditory-Verbal Therapy.pdf  | 506 - 508 |
| 25.5 | Approve the Independent Contractor Agreement with Patricia K. Houlihan effective July 1, 2025-June 30, 2026.
Patricia Houlihan 25 26.docx  2025-26 ICA Patricia Houlihan.pdf  | 509 - 511 |
| 25.6 | Approve the Independent Contractor Agreement with Hanna Interpreting Services, LLC, effective July 1, 2025-June 30, 2026.
Hanna Interpreting Services 25 26.docx  2025-26 ICA Hanna Interpreting Services (1).pdf  | 512 - 514 |
| 25.7 | Approve the Independent Contractor Agreement with Family Crisis International Youth Assistance Inc. dba West Shield Adolescent Services, effective July 1, 2025-June 30, 2026.
25-26 Family Crisis International Youth Assistance (1).docx  2025-26 ICA West Shield.pdf  | 515 - 517 |
| 25.8 | Approve the Independent Contractor Agreement with The Regents of the University of California, dba University of California, San Diego Health Services, effective July 1, 2025- June 30, 2026.
25-26 Regents of UC, UC San Diego Health Services.docx  2025-26 ICA UC Regents -San Diego Health Services.pdf  | 518 - 520 |
| 25.9 | Approve the Master Contract with Verbal Behavior Associates effective July 1, 2025- June 30, 2026.
25-26 Verbal Behavior Associates.docx  Verbal Behavior Associates 25-26 Master Contract with Sec.30 Update v11.5.24.docx.pdf  | 521 - 564 |
| 25.10 | Approve the Master Contract with Tasha's Training and | 565 - 609 |

Consulting dba TTC4Success effective July 1, 2025-June 30, 2026.

[25-26 TTC4Success.docx](#)  [25-26 TTC4Success Master Contract with Sec.30 Update v11.5.24.docx \(1\).pdf](#) 

- | | | |
|-------|---|-----------|
| 25.11 | Approve the Master Contract with E C E 4 Autism effective July 1, 2025-June 30, 2026. | 610 - 653 |
| | 25-26 E C E 4 Autism.docx  ECE 4 Autism.docx.pdf  | |
| 25.12 | Approve the Master Contract with Olive Crest effective July 1, 2025-June 30, 2026. | 654 - 697 |
| | 25-26 Olive Crest.docx  Olive Crest.docx.pdf  | |
| 25.13 | Approve the Master Contract with Spectrum-Center-Rossier Park High School effective July 1, 2025-June 30, 2026. | 698 - 741 |
| | 25-26 Spectrum Ctr-Rossier Park Jr Sr HS.docx  Spectrum Center Rossier Park HS.docx.pdf  | |
| 25.14 | Approve the Master Contract with Beacon Day School effective July 1, 2025-June 30, 2026. | 742 - 785 |
| | 25-26 Beacon Day School.docx  Beacon Day School 25-26 Master Contract with Sec.30 Update v11.5.24.docx.pdf  | |
| 25.15 | Approve the Master Contract with Condas & Associates Inc., dba Ocean View Nonpublic School, effective July 1, 2025-June 30, 2026. | 786 - 830 |
| | 25-26 Ocean View Nonpublic.docx  Ocean View 25-26 Master Contract with Sec.30 Update v11.5.24.docx.pdf  | |
| 25.16 | Approve the Master Contract with Portview Preparatory, Inc., effective July 1, 2025-June 30, 2026. | 831 - 875 |
| | 25-26 Portview Preparatory.docx  Portview Preparatory, Inc.docx.pdf  | |
| 25.17 | Approve the Master Contract with The Craig School effective July 1, 2025-June 30, 2026. | 876 - 920 |
| | 25-26 The Craig School.docx  The Craig School.docx (4).pdf  | |
| 25.18 | Approve the Master Contract with Del Sol School effective July 1, 2025-June 30, 2026. | 921 - 965 |

- 25.19 Approve the Special Education Information System (SEIS) licensing agreement between San Joaquin County Office of Education and Northeast Orange County SELPA, effective July 1, 2025-June 30, 2028. 966 - 981
[MOU SEIS Licensing Agreement.docx](#)  [Northeast Orange County SELPA- SEIS Renewal Contract \(1\).pdf](#) 
- 25.20 Approve the special education teacher training and compensation for extra work outside the regular school year, effective August 4-August 22, 2025. 982
[Summer institute board memo \(1\).docx](#) 
- 25.21 Approve the agreement with Interquest Detection Canines effective July 1, 2025-June 30, 2026. 983 - 984
[INTERQUEST DETECTION CANINES AGREEMENT-Agenda Item Detail 4-16-25.docx](#)  [Agreement 2025-2026.docx.pdf](#) 
- 25.22 Approve the agreement with Southern California Sensory Screening effective July 1, 2025-June 30, 2026. 985 - 988
[Southern California Sensory Screening MEMO.docx](#)  [Placentia agreement 2025.pdf](#) 
- 25.23 Approve the agreement with Second Harvest Food Bank of Orange County and the Mobile School Pantry Program for our school community from July 1, 2025, through June 30, 2028. 989 - 994
[Second Harvest Food Bank of Orange County-The Mobile School Pantry Program .docx](#)  [FY26-28 MSP Agreement.pdf](#) 
- 25.24 Approve the agreement with Second Harvest Food Bank of Orange County in expanding food options for our school community from July 1, 2025, through June 30, 2028. 995 - 1003
[Second Harvest Food Bank of Orange County-TEFAP .docx](#)  [MSP - TEFAP Agreement FY26-28.pdf](#) 
- 25.25 Approve the Contract with Fagen Friedman & Fulfroost LLP (FFF) effective May 7, 2025, through June 30, 2025. 1004 - 1008
[Fagen Friedman & Fulfroost \(Student Support Services\).docx](#)  [Contract ID 1342 - Placentia-Yorba Linda Unified School District \(1\).pdf](#) 

- 25.26 Approve the Retainer Agreement with Harbottle Law Group effective July 1, 2025-June 30, 2026. 1009 - 1012
[Harbottle Law Group 2025-26 \(1\).docx](#)  [PYLUSD 2025-26 Retainer Agreement \(1248357xBAB93\) \(1\) \(1\).pdf](#) 

26. CONSENT CALENDAR - HUMAN RESOURCES

- 26.1 Approve the Declaration of Need for Fully Qualified Educators for the 2025-2026 School Year. 1013 - 1017
[Declaration of Need Detail.doc](#)  [declaration of need 2025-26.pdf](#) 
- 26.2 Approve the Classified Human Resources Report. 1018 - 1025
[Class Board 05-06-25.doc](#) 
- 26.3 Approve the Certificated Human Resources Report. 1026 - 1033
[Cert Board 05-06-25.docx](#) 

27. BOARD DISCUSSION

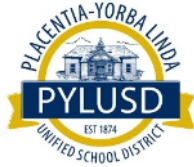
- Governance Workshop Planning

28. BOARD REPORT

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

29. ADJOURNMENT

Adjourn the May 6, 2025 Board of Education Meeting in memory of Monica Perez, OCSCS noon duty supervisor at _____.



**Placentia-Yorba Linda Unified School
District**
April 22, 2025 Regular Meeting Minutes
District Educational Center
1301 E. Orangethorpe Ave.
Placentia, CA 92870

1. CALL TO ORDER

A Regular Meeting of the Board of Education of the Placentia-Yorba Linda Unified School District was called by Marilyn Anderson, President, in accordance with Government Code Section 54950 et. seq., and Education Code Section 35140 et seq., at 4:35 p.m., Tuesday, April 22, 2025 at the District Educational Center, 1301 E. Orangethorpe Avenue, Placentia, CA.

2. CLOSED SESSION PUBLIC COMMENT

The following person addressed the Board regarding Closed Session items:

- Linda Cone

3. CLOSED SESSION

Adjourned to Closed Session at 4:40 p.m. for the purpose of discussing:

- 3.1 Public Employee Discipline/Dismissal/Suspension/Release/Leave/Assignment/Nonreelection/Nonreappointment/ Resignation/Reinstatement Pursuant to Government Code §54957

4. REGULAR SESSION

Reconvened to Regular Session at 5:19 p.m.

5. REPORT OUT OF CLOSED SESSION

In closed session, the Board took action to approve the request made by the outgoing Superintendent to waive the 45-day resignation notice period in his employment agreement and approved the outgoing Superintendent's resignation to be effective April 30, 2025.

Moved by: Carrie Buck

Seconded by: Tricia Quintero

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

Carried 5-0

6. PLEDGE OF ALLEGIANCE TO THE FLAG

7. ROLL CALL

Members present: Marilyn Anderson, President; Carrie Buck, Vice President; Todd Frazier, Clerk; Tricia Quintero, Trustee; Leandra Blades, Trustee (via teleconference); and Dr. Allan Mucerino, Acting Superintendent

8. APPROVAL OF AGENDA

Approved the April 22, 2025 Board of Education agenda, as presented.

Moved by: Carrie Buck

Seconded by: Tricia Quintero

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

Carried 5-0

9. PUBLIC COMMENT ANNOUNCEMENT

10. PUBLIC COMMENT

No comments.

11. ACTION ITEM

11.1 Search Firm

A motion was made that the Board of Education consider the use of a search firm or a facilitator to assist in the identification of a new Superintendent for the Placentia-Yorba Linda Unified School District.

Moved by: Todd Frazier

Seconded by: Carrie Buck

Aye

Leandra Blades, Todd Frazier, Marilyn Anderson, Carrie Buck, and Tricia Quintero

Carried 5-0

12. STUDY SESSION

- District Local Control and Accountability Plan

Adjourned for break: 7:30 p.m.

Reconvened: 7:40 p.m.

13. ADJOURNMENT

Adjourned the April 22, 2025 Board of Education Meeting at 9:19 p.m.

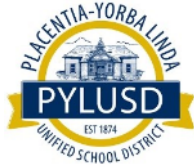
Moved by: Marilyn Anderson

Seconded by: Tricia Quintero

Aye

Todd Frazier, Marilyn Anderson, Carrie Buck, and Tricia Quintero

Carried 4-0



**Placentia-Yorba Linda Unified School
District**

April 8, 2025 Regular Meeting Minutes

District Educational Center

1301 E. Orangethorpe Ave.

Placentia, CA 92870

1. CALL TO ORDER

A Regular Meeting of the Board of Education of the Placentia-Yorba Linda Unified School District was called by Marilyn Anderson, President, in accordance with Government Code Section 54950 et. seq., and Education Code Section 35140 et seq., at 3:33 p.m., Tuesday, April 8, 2025, at the District Educational Center, 1301 E. Orangethorpe Avenue, Placentia, CA.

2. CLOSED SESSION PUBLIC COMMENTS

The following people addressed the Board regarding closed session items:

- Gary
- Linda Cone
- Dawn Miller
- Sam Myovich
- Leslie Alexander
- Denelle Voegtly
- Angela Eilers
- Anita Lee
- Melanie
- Keri Brunelle
- Misty Janssen
- Dave R.
- Diane Hansen
- Ben Stubbs
- J. Brodowski
- Karen

3. CLOSED SESSION

Adjourned to Closed Session at 4:00 p.m. for the purpose of discussing:

- 3.1 Public Employee(s) Discipline/Dismissal/Suspension/Release/Leave/Assignment/Nonreelection/Nonreappointment/ Resignation/Reinstatement Pursuant to Government Code §54957
- 3.2 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
- 3.3 Conference with legal counsel - Anticipated Litigation
Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9
 - Two cases · Complaints filed by former district employees
- 3.4 Conference with legal counsel – Existing Litigation
Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: one case
 - McAlindin v. PYLUSD
- 3.5 Conference with legal counsel - Existing Litigation
Pursuant to Government Code Section 54956.9(d)(1)
 - Magnolia Science Academy – Orange County v. Placentia-Yorba Linda Unified School District
- 3.6 Claim(s)
 - Claimant: Timothy Gray
Agency Claimed Against: Placentia-Yorba Linda Unified School District
Amount: \$55,000
 - General Liability Claim No. 652442

4. REGULAR SESSION

Reconvened to Regular Session at 6:03 p.m.

5. REPORT OF BOARD ACTION TAKEN IN CLOSED SESSION

The Board met and conferred in Closed Session to approve Workers Compensation Claim No. PYL21016982.

Moved by: Leandra Blades
Seconded by: Carrie Buck

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

Carried 5-0

6. PLEDGE OF ALLEGIANCE TO THE FLAG

7. ROLL CALL

Members present: Marilyn Anderson, President; Carrie Buck, Vice President; Todd Frazier, Clerk; Tricia Quintero, Trustee; Leandra Blades, Trustee; Dr. Allan Mucerino, Acting Superintendent; and Leila Armand, Student Board Member (excused at 7:51 p.m.)

8. APPROVAL OF AGENDA

Approved the April 8, 2025 Board of Education agenda, as amended.

Moved by: Carrie Buck
Seconded by: Tricia Quintero

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

Carried 5-0

Preferential Student Board Member Vote: Aye

9. PUBLIC COMMENT ANNOUNCEMENT

10. APPROVAL OF MINUTES

10.1 Approved the minutes of the Regular Meeting of March 11, 2025, as presented.

Moved by: Tricia Quintero
Seconded by: Leandra Blades

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

Carried 5-0

Preferential Student Board Member Vote: Aye

10.2 Approved the minutes of the Special Meeting of March 24, 2025, as amended.

Moved by: Todd Frazier

Seconded by: Carrie Buck

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

Carried 5-0

11. RECOGNITIONS

- Distinguished Schools
- Academic Competition Teams
- Chapman Holocaust Art and Writing Contest Finalists

12. PRESENTATIONS

- REACH Foundation Presentation
- Budget Stabilization Plan

13. STUDENT BOARD REPORT

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

Adjourned to break: 7:51 p.m.

Reconvened: 8:02 p.m.

14. SUPERINTENDENT'S REPORT

Acting Superintendent Dr. Allan Mucerino reported on:

- Artworks
- OC Register Artist of the Year
- Happy Spring Break

15. PUBLIC COMMENT

The following people addressed the Board:

- Stephanie Camacho-Van Dyke re: LGBTQ students
- Lupe Zamarron re: Dr. Cherniss accomplishments
- Sam Myovich re: loss of leadership
- Leslie Alexander re: cost of USI

- Sarah Phillips re: library information
- Kanan Durham re: Leandra Blades' conduct
- Josh Lagne re: Marilyn Anderson
- Shani Murray re: agenda and budget
- Krista Jones re: women in sports
- Maria Carrillo re: board member denial to bring topic
- Patty Cabada re: boys in girls' sports
- Linda Cone re: budget
- Nena re: Leandra Blades' conduct
- AB re: Leandra Blades' conduct

16. ACTION ITEMS - GENERAL FUNCTIONS

16.1 Board Policy 1315

Approved revisions to Board Policy 1315 as they relate to the distribution of materials in schools, second reading.

Moved by: Carrie Buck

Seconded by: Tricia Quintero

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

Carried 5-0

16.2 Board Policy 0410

16.2a. Revise Board Policy 0410: *Nondiscrimination in District Programs and Activities*, first reading.

Moved by: Todd Frazier

Seconded by: Leandra Blades

16.2b. An alternate motion was made to waive the second reading and revise Board Policy 0410: *Nondiscrimination in District Programs and Activities*, as presented.

Moved by: Todd Frazier

Seconded by: Leandra Blades

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

Carried 5-0

The Board agreed to waive the first reading on the following Items 16.3-16.5.

- 16.3 Board Policy 5137
Revised Board Policy 5137: *Married/Pregnant/Parenting/Lactating Students*, and change policy number to 5146 to align with GAMUT.

Moved by: Carrie Buck
Seconded by: Leandra Blades

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

Carried 5-0

- 16.4 Board Policy 5145.3
Revised Board Policy 5145.3: *Nondiscrimination/Harassment*.

Moved by: Leandra Blades
Seconded by: Tricia Quintero

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

Carried 5-0

- 16.5 Board Policy 5145.7
Revised Board Policy 5145.7, and change title to *Sex Discrimination and Sex-Based Harassment*.

Moved by: Carrie Buck
Seconded by: Tricia Quintero

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

Carried 5-0

17. ACTION ITEMS - BUSINESS SERVICES

- 17.1 Item pulled by Acting Superintendent Dr. Allan Mucerino.

18. ACTION ITEMS - EDUCATIONAL SERVICES

- 18.1 AP Cybersecurity Course
Approved the new AP Cybersecurity course for adoption to the high school course catalog at Esperanza and Valencia high schools beginning in the 2025-26 school year.

Moved by: Tricia Quintero
Seconded by: Todd Frazier

Aye Leandra Blades, Todd Frazier, Marilyn Anderson, Carrie Buck, and Tricia Quintero
Carried 5-0

19. ACTION ITEMS - STUDENT SUPPORT SERVICES

- 19.1 Resolution No. 24-20 [Resolution No. 24-20.pdf](#) ⓘ
Adopted Resolution No. 24-20 designating the month of May 2025 as Mental Health Awareness Month.

Moved by: Carrie Buck
Seconded by: Todd Frazier


Aye Leandra Blades, Todd Frazier, Marilyn Anderson, Carrie Buck, and Tricia Quintero
Carried 5-0

20. ACTION ITEMS - HUMAN RESOURCES

- 20.1 Resolution No. 24-19 [Resolution No. 24-19.pdf](#) ⓘ
Approved Resolution No. 24-19, Classified School Employee Week.

Moved by: Todd Frazier
Seconded by: Carrie Buck

Aye Leandra Blades, Todd Frazier, Marilyn
Anderson, Carrie Buck, and Tricia Quintero
Carried 5-0

20.2 Resolution No. 24-18 [Resolution No. 24-18.pdf](#) 
Approved Resolution No. 24-18, California Week of the
Teacher.

Moved by: Todd Frazier
Seconded by: Leandra Blades

Aye Leandra Blades, Todd Frazier, Marilyn
Anderson, Carrie Buck, and Tricia Quintero
Carried 5-0

21. CONSENT CALENDAR

Approved the following listed recommendations.


Moved by: Todd Frazier
Seconded by: Leandra Blades

Aye Leandra Blades, Todd Frazier, Marilyn
Anderson, Carrie Buck, and Tricia Quintero
Carried 5-0

22. CONSENT CALENDAR - BUSINESS SERVICES

- 22.1 Approved/ratified purchase orders in the following
amounts: (2024/25) - General Fund (0101),
\$2,772,137.39; Child Development Fund (1212),
\$165,500.44; Cafeteria Fund (1313), \$17,157.21; Capital
Facilities Fund (2525), \$33,350.87; Capital Facilities
Agency Fund (2545), \$947.00; Insurance Workers Comp.
Fund (6768), \$28,183.66; Insurance Health and Welfare
Fund (6769), \$12,000.00.
- 22.2 Approved warrant listings in the following amounts: Check
#272298 through 273261; current year expenditures
(February 23, 2025 through March 22, 2025)
\$10,439,616.52; and payroll registers 8A, \$15,325,002.08,

8B, \$6,620,593.08.

- 22.3 Accepted as complete the project(s) listed and authorized filing Notice(s) of Completion.
[NOC Detail.pdf](#) 
- 22.4 Awarded Bid No.225-02 for the fire sprinklers and the ADA upgrade project at the Professional Development Academy (PDA) to Sanders Construction Services, Inc., Project No, 6940.
- 22.5 Awarded Bid No. 225-08 for TK restroom additions at Linda Vista, Sierra Vista, and Van Buren elementary schools to New Dimensions, Inc. Project Numbers 493-003, 494-002, and 492-002.
- 22.6 Awarded Bid No. 225-10 for district pool chemical supplies to Fuller Engineering, Inc., effective April 9, 2025 through June 30, 2026.
- 22.7 Approved an increase to the 2024-25 authorized amount for Unit Bid No. 223-10 for flooring installation services to I&B Flooring and Signature Flooring, Inc. through June 30, 2025.
- 22.8 Approved an increase to the 2025-26 authorized amount for Unit Bid No. 224-11 for electrical services to Seco Electric and Lighting through April 30, 2026.
- 22.9 Approved an increase to the 2024-25 authorized amount for Unit Bid No. 224-12 for roofing services to Adco Roofing, Inc. and Rite-Way Roofing Corporation through August 13, 2025.
- 22.10 Authorized use of California DGS Contract No. 4-20-56-0006B for the purchase and warranty of roofing products and portable flooring products with The Garland Company, Inc., effective April 9, 2025 through April 8, 2026.
- 22.11 Approved inspection services for the Division of State Architect (DSA) inspection for the new TK restroom project at Sierra Vista Elementary School with Knowland Construction Services, effective April 9, 2025 through August 31, 2025. Project No. 494-002.
- 22.12 Approved inspection services for the Division of State

Architect (DSA) inspection for the new TK restroom project at Van Buren Elementary School with Knowland Construction Services, effective April 9, 2025 through August 31, 2025. Project No. 492-002.

- 22.13 Approved inspection services for the Division of State Architect (DSA) inspection for the new TK restroom project at Linda Vista Elementary School with KVA Construction Management & Inspection Services, Inc., effective April 9, 2025 through August 31, 2025, Project No. 493-003.

- 22.14 Item pulled by Trustee Marilyn Anderson.
Approved Amendment No. 1 for additional architectural services for the wall enclosure project at Travis Ranch School with Studio Plus Architecture Corp., Project No. 4260.

Moved by: Marilyn Anderson
Seconded by: Tricia Quintero

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

Carried 5-0

- 22.15 Item pulled by Trustee Leandra Blades.
Approved an increase to the authorized amount for legal services with Atkinson, Andelson, Loya, Ruud & Romo through June 30, 2025.

Moved by: Leandra Blades
Seconded by: Carrie Buck

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

Carried 5-0

- 22.16 Approved the agreement for armored transport services with Sectran Security Inc., effective April 14, 2025 through April 13, 2027.

- 22.17 Approved contract renewal for a food safety and

sanitation program with Food Safety Systems, effective July 1, 2025 through June 30, 2026.

- 22.18 Authorized use of DGS CMAS Contract No. 4-23-11-1017 for the purchase and distribution of food service disposables with Individual FoodService, Inc., effective July 1, 2025 through June 30, 2026.
- 22.19 Approved contract renewal per Bid No. 223-15 for fresh bread products with Goldstar Foods, effective July 1, 2025 through June 30, 2026.
- 22.20 Approved renewal of the lease agreement for heat sealer equipment and purchase of meal trays and supplies with Oliver Packaging, effective July 1, 2025 through June 30, 2026.
- 22.21 Item pulled by Trustee Carrie Buck.
Approved enrollment of the Placentia Library's Lunch at the Library Program in the district's Summer Feeding Program, effective June 2025 through August 2025.

Moved by: Carrie Buck

Seconded by: Tricia Quintero

Aye

Leandra Blades, Todd Frazier, Marilyn Anderson, Carrie Buck, and Tricia Quintero

Carried 5-0

- 22.22 Item pulled by Trustee Leandra Blades.
Approved the extension of Bid No. 224-09 for pizza and delivery services with Papa John Pizza through June 30, 2026.

Moved by: Leandra Blades

Seconded by: Todd Frazier


Aye

Leandra Blades, Todd Frazier, Marilyn Anderson, Carrie Buck, and Tricia Quintero

Carried 5-0

- 22.23 Approved blanket use of CMAS Contract No. 3-16-36-0044B to Kyocera Document Solutions America, Inc.,

CMAS Contract No. 3-17-36-0030BB and County of Los Angeles Contract No. MA-IS-2140251-1 to Xerox Corporation, CMAS Contract No. 3-23-01-1034 to Epson America, and Foundations for California Community Colleges Contract No. 0000-9711 to Konica Minolta Business Solutions to replace district copiers, effective April 9, 2025 through June 30, 2026.

- 22.24 Approved contract renewal for flexible spending account services with American Fidelity Assurance Company, effective October 1, 2025, through September 30, 2026.
- 22.25 Authorized use of the California NextGen contract for telecommunications, internet access, and internal connections through June 30, 2026.
- 22.26 Adopted Resolution No. 24-17 authorizing the submittal of an application through the South Coast AQMD Lower Emission School Bus program, PA #2025-02, and approve matching funds.
[Resolution No. 24-17.pdf](#) 
- 22.27 Authorized use of the South County Support Services Agency Bid No. 2122-SC11-01 for the purchase of four gasoline wheelchair school buses from Model 1 Commercial Vehicles, effective April 9, 2025 to November 3, 2025.
- 22.28 Approved the agreement for five digital live broadcasts with David Otta Productions for the 2025 graduation ceremonies at Bradford and Shapell Stadiums.
- 22.29 Rejected Claim No. 652442 presented to the district by DTLA Law Group.

23. CONSENT CALENDAR - CURRICULUM AND INSTRUCTION

- 23.1 Approved the independent contractor agreement with Stagelight Performing Arts to provide after-school enrichment at the Mabel Paine and Van Buren Expanded Learning Programs from April 9, 2025, through June 4, 2025.
- 23.2 Approved the service proposal with the Orange County Department of Education (OCDE) for early learning professional development for TK teachers during Summer

Institute 2025.

- 23.3 Approved the service proposal with the Orange County Office of Education (OCDE) to provide professional development on reviewing K-2 Universal Reading Screener and response to screening to K-2 teachers during the Summer Institute 2025, June 16-17, 2025 and August 19-20, 2025.
- 23.4 Approved the professional development hours for TK-12 teachers during Summer Institute from June 16-20 and August 12-15, 2025.
- 23.5 Approved the service proposal with the Orange County Office of Education (OCDE) to provide guidance to ELA pilot teachers to use data and calibrate for the 2025-26 school year.
- 23.6 Item pulled by Trustee Marilyn Anderson.
Approved the software renewal with the Document Based Questions (DBQ) Project for elementary and secondary schools, grades 3-12, for the 2025-2026 school year.

Moved by: Marilyn Anderson

Seconded by: Carrie Buck

Aye

Leandra Blades, Todd Frazier, Marilyn Anderson, Carrie Buck, and Tricia Quintero




Carried 5-0

- 23.7 Approved software renewal of i-Ready diagnostic assessment online instruction program for elementary schools, grades K-5, for the 2025-26 school year.
- 23.8 Approved the independent contractor agreement with Phantom Projects Theatre Group for Travis Ranch Elementary School to perform *Charlotte's Web* in an assembly on June 4, 2025.
- 23.9 Approved the independent contractor agreement with American Martial Arts for classroom assemblies in TK at Morse Elementary School in April and June 2025.
- 23.10 Approved the agreement with Essential Connections to provide professional development to teachers during the

2025-26 school year.

- 23.11 Approved a three-year software license from 2025-2028 with EDPUZZLE, Inc. for Valadez Middle School Academy.
- 23.12 Approved the new Step Up to Writing license for teachers to access our writing curriculum for the 2025-26 school year.
- 23.13 Approved the product and service agreement with AVID Center to implement the AVID System at eight additional sites and to maintain current sites from July 1, 2025 to June 30, 2027.
- 23.14 Approved the athletic training contract renewal with Caldwell Physical Therapy and Sports Rehabilitation for the four comprehensive high schools during the 2025-26 school year.
- 23.15 Approved the agreement with Home Campus for athletic and performing arts clearance services for middle school athletics and performing arts, high school athletics and performing arts, and the Universal Sports Institute for the 2025-26 school year.
- 23.16 Approved the agreement with iFLY Indoor Skydiving STEM program field trip for AVID Excel Summer program students at Kraemer, Tuffree, and Valadez Middle Schools August 12-14, 2025.
- 23.17 Approved the extended field trip request for all four comprehensive high schools to participate in the Orange County Leadership Camp, August 5-8, 2025, in Santa Barbara, California.
- 23.18 Approved the extended field trip request for Esperanza High School to attend an ASB camp at Camp La Verne in Angeles Oaks, CA June 16-17, 2025.
- 23.19 Approved the school-sponsored extended field trip for Yorba Linda High School girls song to attend the Universal Dance Association Camp in Indian Wells, California, July 16-19, 2025.
- 23.20 Approved the school-sponsored extended field trip for Yorba Linda High School girls cheerleading to attend the Universal Cheerleading Association Camp in Indian Wells,

California, July 25-28, 2025.

- 23.21 Approved the school-sponsored extended field trip for the Yorba Linda High School boys tennis team to compete in the CIF Ojai tournament on April 23-26, 2025.
- 23.22 Presented the quarterly report for the uniform complaints for the period of January 1 - March 31, 2025.
- 23.23 Accepted gifts as listed, as such action is in compliance with Education Code Section 41032, and directed the Superintendent to send letters of appreciation.
[Gifts for April 8, 2025.docx](#) 
- 23.24 Accepted grants as listed, as such action is in compliance with Education Code Section 41032, and directed the Superintendent to send letters of appreciation.
[Grants for April 8, 2025.docx](#)  [Grant Letters 4.8.25.pdf](#)


24. CONSENT CALENDAR - STUDENT SUPPORT SERVICES

- 24.1 Approved the Master Contract with Marshall B. Ketchum University dba University Eye Center effective April 9, 2025-June 30, 2025.
- 24.2 Approved the independent contractor agreement with Learning Tree Therapy, Inc, effective April 9, 2025-June 30, 2025.
- 24.3 Approved the independent contractor agreement with Balance and Hearing Specialty Group dba BEST Hearing San Diego effective April 9, 2025-June 30, 2025.
- 24.4 Ratified the Memorandum of Understanding between Anaheim Union High School District and Placentia-Yorba Linda Unified School District effective August 1, 2024-June 30, 2025.
- 24.5 Approved the Increase to the Master Contract with Zen Educate, Inc. effective April 9, 2025-June 30, 2025.
- 24.6 Approved the training of PYLUSD in PREPaRE training facilitated by the Orange County Department of Education effective April 9, 2025.

24.7 Approved the memorandum of understanding (MOU) and partnership with TBI-New Oasis Education Corporation in expanding the PYLUSD International Student Program effective April 9, 2025- June 30, 2025.

24.8 Item pulled by Trustee Leandra Blades.
Approved the memorandum of understanding (MOU) and partnership with Wisdom International Education Group in expanding the PYLUSD International Student Program, effective April 9, 2025-June 30, 2025.

Moved by: Leandra Blades

Seconded by: Marilyn Anderson

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

Carried 5-0

24.9 Approved an additional school into the agreement with the Orange County District Attorney's Office's GRIP program effective July 1, 2025-June 30, 2026.

24.10 Approved the agreement with Leader Services for claims administration services related to the Children and Youth Behavioral Health Initiative (CYBHI) program effective July 1, 2025-June 30, 2026.

25. CONSENT CALENDAR - HUMAN RESOURCES

25.1 Ratified/approved the Human Resources independent contractor agreement with Dr. David Hall.

25.2 Approved the increase in the authorized amount with Fagen, Friedman and Fulfrost, LLP.

25.3 Approved the standard agreement with the Department of General Services/Office of Administrative Hearings, April 9, 2025-April 8, 2030.

25.4 Approved the Southwestern Oklahoma State University Agreement for Exercise Science Internship, April 9, 2025 to April 8, 2028.

25.5 Approved the Classified Human Resources Report.

25.6 Approved the Certificated Human Resources Report.

[Cert Board 04-08-25.docx](#) 

26. BOARD REPORT

Mrs. Leandra Blades attended Artworks and Principal for a Day. She is excited for the wrestling finals tomorrow at Valencia High School as well as about all the success in the district.

Mrs. Tricia Quintero attended Shamrock 'n Run, Artworks opening night, PYLUC Installation Mixer, Exceptional Educators Awards Night and visited Wagner and Rose Drive elementary schools and Tuffree Middle School. She assured the community that despite social media posts, there are no secret meetings affecting board business.

Mr. Todd Frazier was able to attend the production of *Percy Jackson* at El Dorado. He is proud of the widespread and unmatched opportunities that our district offers and the students get to participate in. He supports protecting girls sports.

Mrs. Carrie Buck reported that she has been going to plays and is planning more in the future. She attended the OCSBA/ACSA dinner meeting, Shamrock 'n Run, Artworks, and the plays *Percy Jackson* and *Bright Star*. Mrs. Buck is looking forward to seeing *You're a Good Man Charlie Brown* and *Prism*. NOCROP had their Celebration of Success with a number of PYLUSD winners, and she congratulated all of them.

Mrs. Marilyn Anderson reminded the Board that in the February board meeting they all committed to governance and indicated the importance of moving forward with scheduling some dates. She attended the Holocaust Art and Writing Contest, Shamrock 'n Run, LCAP Community Forum, Principal for a Day, Unified track meet at EDHS vs. EHS, Unified dance at YLMS, *Percy Jackson* musical, Human Trafficking Awareness Forum, CSBA Policy Update Seminar, mandated ethnics training, color guard showcase, Wellness Summit at Melrose, health fair at Rio Vista, Artworks, District PTA Council Service Awards, and Exceptional Educators night. Mrs. Anderson visited Topaz, Mabel Paine, and Fairmont elementary schools as well as Yorba Linda Middle School. In closing, she reminded everyone

about Love Placentia and Love Yorba Linda.

27. ADJOURNMENT

Adjourned the April 8, 2025 Board of Education Meeting at 10:04 p.m.

Moved by: Todd Frazier

Seconded by: Leandra Blades

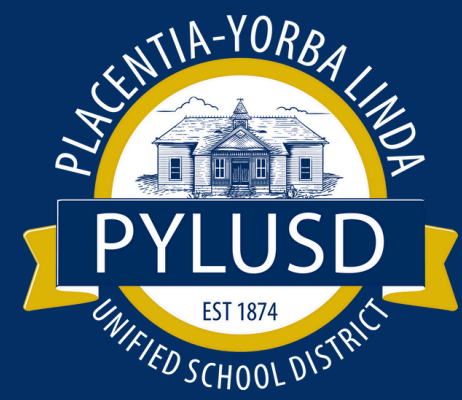
Aye Leandra Blades, Todd Frazier, Marilyn
Anderson, Carrie Buck, and Tricia Quintero

Carried 5-0





Placer



Outcomes

- Understand the urgency: Why an Anti-Bullying Campaign Now
- Define and recognize What is Bullying
- Identify the Types of Bullying
- Review current Bullying Data and Trends
- Learn about the district's initiative: ABC – Advancing Better Choices
- Explore strategies for Bullying Prevention
- Implement effective Intervention Approaches
- Promote healing through Restoring Safety and Support



low?



mic performance, attendance, and mental health

lution approved at the April Board Meeting addressed the

impact bullying has on mental health

- Witnessing or experiencing bullying **creates a climate of fear and distrust**
- School connectedness- **feeling safe and supported**- is a key factor in student success
- Bullying can escalate into **long-term trauma if not addressed** early
- Schools have a **legal and ethical obligation** to provide a **safe learning environment**
- **Early intervention** significantly reduces bullying behavior and its harmful effects
- Empowering **upstanders** can **transform school culture** from passive to protective
- It's NEVER TOO LATE to address:
 - Addressing bullying **builds trust** between schools, students, families, and the community

What is Bullying?



Per California Ed Code 48900(r)

BULLYING =

Any severe or pervasive physical or verbal act, including electronic communications,

- Repeated or Pervasive
- Intentional and Impactful
- Power Imbalance

- That is directed toward one or more students and can be reasonably predicted to:
 - Cause fear of harm,
 - Have a detrimental effect on mental/physical health,
 - Interfere with academic performance, or
 - Limit participation in school activities.

Types of Bullying

01. Physical Bullying

- Hitting, pushing, kicking, or tripping a student.
- Damaging, hiding, or stealing personal belongings.
- Making threatening gestures or physical intimidation

02. Verbal Bullying

- Name-calling, insults, or slurs.
- Harassment based on race, gender, sexual orientation, disability, or religion.
- Making threats of harm to a student or their property.

03. Relational (Social) Bullying

- Spreading rumors or lies about someone.
- Purposefully excluding someone from activities.
- Publicly humiliating a student.

04. Cyberbullying (Electronic Acts)

- Cyberbullying includes sending, posting, or sharing harmful content through:
 - Text messages, emails, or social media posts (e.g., Twitter, Instagram, Snapchat, TikTok, etc.).
 - Fake profiles or impersonation to harass someone.
 - Sharing private information or images to embarrass or threaten a student.
 - Doxxing (posting personal information online to harm someone).



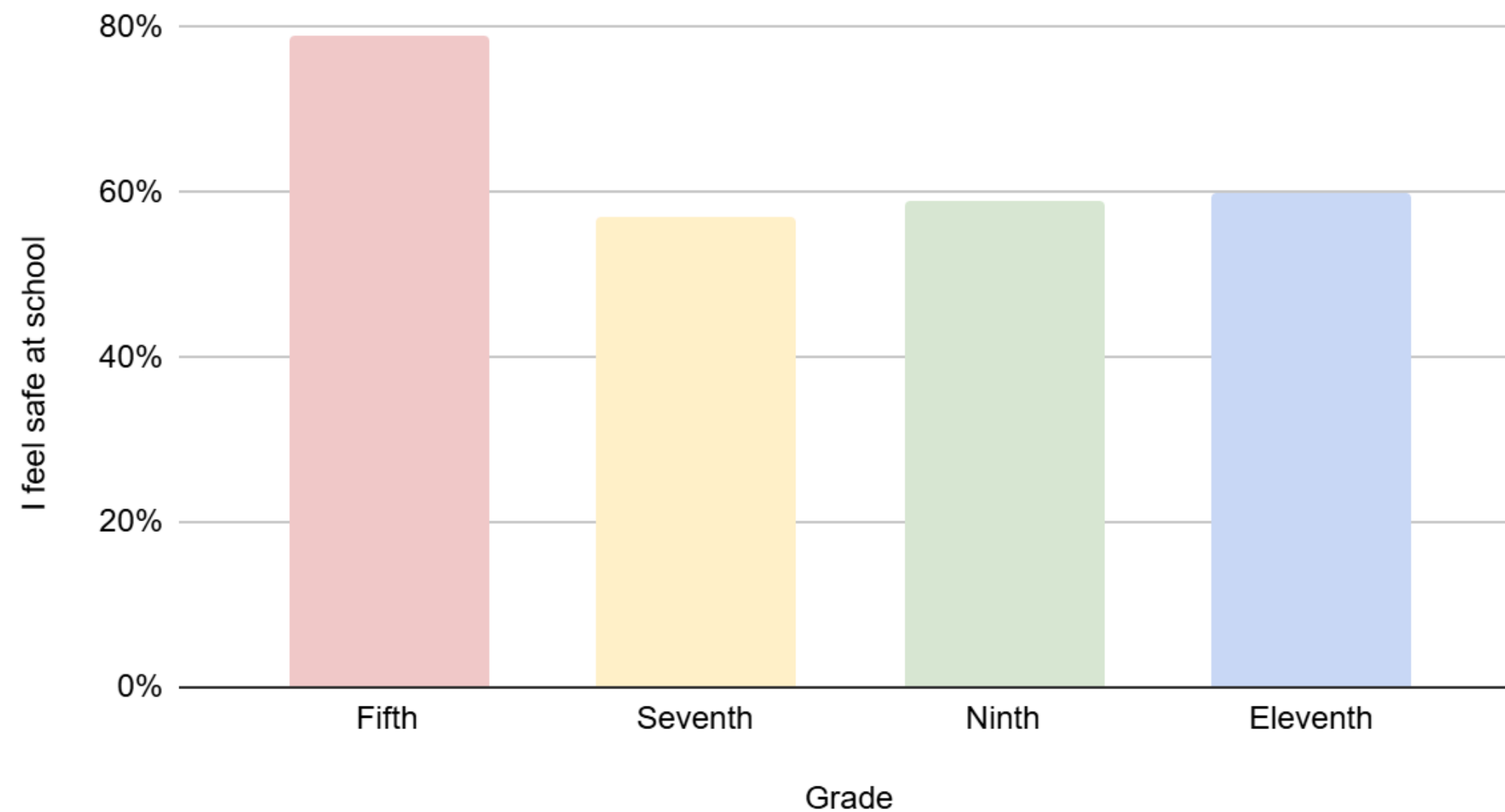
National Data



- Among all students who experienced various types of bullying, the **most common** forms of bullying were spreading rumors (13.0%) and being made fun of or called names (11.9%). (National Center for Education Statistics, 2022)
- The most common **locations** on a school campus where a student experiences bullying are a classroom (39%), a hallway or stairwell (37.5%), the cafeteria (25.1%), and outside on school grounds (24.4%). (National Center for Education Statistics, 2022)
- The **prevalence** is one out of every five (19.2%) students report being bullied. (National Center for Education Statistics, 2022)
- In a multi-national study across 83 countries, the **pervasiveness** indicates 30.5% of adolescents reported being bullied. (EClinicalMedicine, 2020)

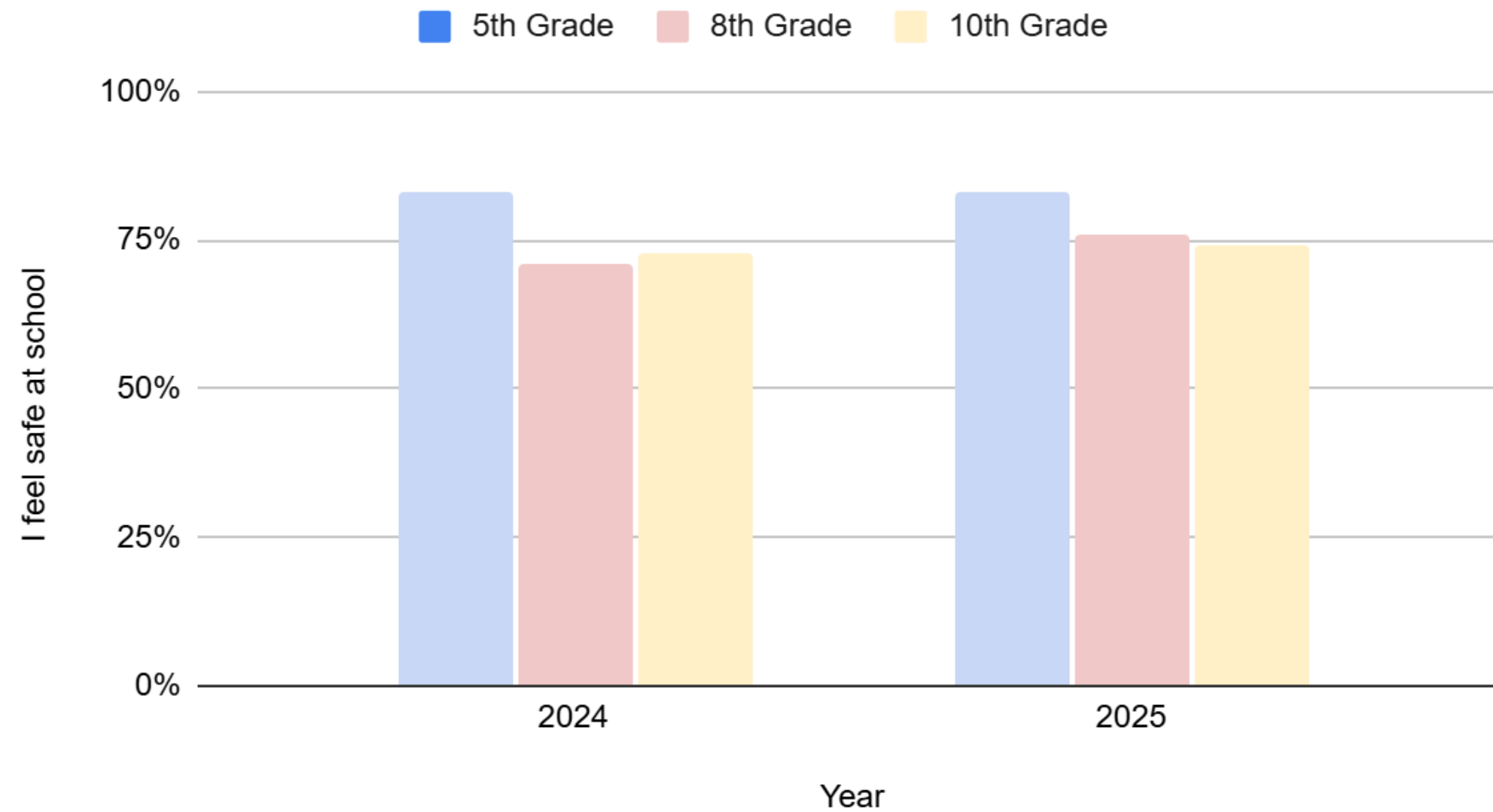
Orange County Data

California Healthy Kids Survey Results (2021-2023)



PYLUUSD Data

Placentia-Yorba Linda Stakeholder Survey: Student Response





Story



What's A.B.C.?

Advancing Better Choices



Through:

- **Education** – Empowering students, staff, and families with knowledge and skills.
- **Identification** – Recognizing bullying early and responding consistently.
- **Intervention** – Supporting students with dignity while guiding behavior change toward better choices.

A.B.C. Will:

- **Teach** students and staff how to recognize and stop bullying.
- **Empower** students to report bullying safely and confidently.
- **Preserve** students' dignity while addressing harmful behavior.
- **Change** behavior, not just punish – building pathways to respect and responsibility.
- **Strengthen** school culture with clear expectations for kindness and connection.
- **Document** bullying incidents to ensure accurate data collection, essential for identifying patterns, addressing root causes, and developing effective prevention strategies.

Preventing Bullying Before It Starts



Staff Training/Education:

Identify signs, teach empathy, enforce policies

Adults Modeling Good Behavior:

lead by example, exemplify positive interactions and decisions, respect differences

Awareness/Recognize Precursors to Bullying:

Teasing, name-calling, play fighting

Family Engagement:

Parent/Guardian workshops, communication strategies, home discussions.

Student Education:

Classroom lessons, leadership opportunities, digital citizenship

Culture Building:

Kindness challenges, peer recognition, community partnerships.

Intervening and Restoring Safety



When harm happens, we focus on intervening along with repairing and rebuilding trust.

We Will:

- Respond immediately and consistently to incidents of bullying.
- Address conflict through facilitated conversations and agreements.
- Engage students in reflection and accountability, not just punishment.
- Involve those harmed in the healing process, ensuring their voice is heard and needs are addressed
- Provide support for both harmed and harming students, including counseling or social-emotional interventions.
- Re-establish classroom and school expectations through community-building and staff-student collaboration.
- Track patterns of harm and adjust systems to prevent reoccurrence.

ABC Team

District Level Support Team



Team Problem-Solving:

- ABC Team collaborate with principals, counselors, and psychologists to understand context and student needs and analyze documented interventions and determine if all Tier 1 & Tier 2 strategies have been exhausted.

Support Safety Planning:

- Treating every student the same is not enough; schools must actively provide the right supports for each student.

Recommend Program Adjustments:

- Determine if a temporary program change (e.g., site transfer, support placement) is needed to ensure safety and success.

Monitor & Follow-Up:

- Ensure accountability and continued support after intervention

ABC Team Adult Actions

01. Believing in ALL Students:

- Educators' expectations can either open doors for students or limit their potential.

02. Providing Students With What They Need:

- Treating every student the same is not enough; schools must actively provide the right supports for each student.

03. Ensuring a Safe and Supportive Learning Environment:

- Educators build learning communities where students are accepted and feel a sense of belonging.

Beyond Discipline: *Hidden Expulsion*

Los Angeles Times Article highlights how schools may “counsel out” students informally—called Hidden Expulsions.

- These removals lack transparency and often don’t provide needed support.
- Our district is committed to intervention over exclusion.

I've come to a frightening conclusion that I am the decisive element in the classroom. It's my personal approach that creates the climate. It's my daily mood that makes the weather. As an Educator, I possess a tremendous power to make a child's life miserable or joyous. I can be a device of discouragement or an instrument of inspiration. I can humiliate or heal. In all situations, it is my response that decides whether a crisis will be escalated or de-escalated and a child humanized or dehumanized.

Adapted from Hiam Ginott



Thank you!

Questions?



**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 6, 2025**

ESTABLISH BOARD POLICY 0420.4 - CHARTER SCHOOL AUTHORIZATION, EXHIBIT 0420.41 - CHARTER SCHOOL OVERSIGHT, BOARD POLICY 0420.21 - CHARTER SCHOOL OVERSIGHT, BOARD POLICY 0420.23 - CHARTER SCHOOL REVOCATION, BOARD POLICY 0420.42 - CHARTER SCHOOL RENEWAL, AND BOARD POLICY 7160 - CHARTER SCHOOL FACILITIES, FIRST READING

Background

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

Due to the emergence of independent charter schools within the District, the District proposes the adoption of Board Policy 0420.4 - Charter School Authorization, Exhibit 0420.41 Charter School Oversight, Board Policy 0420.21 - Charter School Oversight, Board Policy 0420.23 - Charter School Revocation, Board Policy 0420.42 - Charter School Renewal, and Board Policy 7160 - Charter School Facilities.

This will be the first reading of the new board policies, which were adapted from Gamut and reviewed by legal counsel.

Financial Impact

Not Applicable

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services

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Philosophy/Goals/Objectives

0420.4 - BP

CHARTER SCHOOL AUTHORIZATION

The Governing Board recognizes that charter schools may assist the district in offering diverse learning opportunities for students. In considering any petition to establish a charter school within the district, the Board will give thoughtful consideration to the potential of the charter school to provide students with a high-quality education that enables them to achieve their fullest potential.

These schools shall operate under the provisions of their charters, federal laws, specific state laws, and general oversight of the board. In considering any petition to establish a charter school within the district, the Board shall give consideration to the potential of the charter school to provide students with a high-quality education that enables them to achieve their fullest potential. The Board also recognizes that authorizing charter schools includes a rigorous, comprehensive application process and that charters should be granted to petitioners who demonstrate strong potential for establishing and operating a high-quality charter school over the lifetime of the charter, including, but not limited to, the charter schools ability effectively to administer a public agency.

The Charter Schools Act of 1992 ("Act"), Education Code § 47600 et seq., authorizes the establishment of public charter schools. To establish a charter school, petitioners must submit to the Governing Board for approval a petition that includes all components required by law and AR 0420.4. Charter schools are generally exempt from the laws and rules that regulate non-charter public schools and, instead, the parameters for their operation, including the manner in which they educate students, maintain transparency, and ensure public accountability, must be set forth in their individual charter petitions and any memorandum of understanding with the district. As such, the Governing Board will hold charter school petitioners strictly accountable for compliance with all aspects of the Act, though the district does not repeat each requirement of the Act in its Board Policies or Administrative Regulations.

Submission of a Petition

One or more persons may submit a petition to the board for a charter school to be established within the district or for the conversion of an existing District school to a charter school. (Education Code § 47605(a))

Any petition for a charter school shall contain all components, signatures and statements required by law, this policy and the accompanying administrative regulation, as well as the signed certification that the charter is complete. (Education Code § 47605). The petition must contain reasonably comprehensive descriptions of the 15 required elements as fully set forth in Education Code § section 47605(c) and summarized here as follows:

- A. The educational program as required by Education Code § 47605(c)(5)(A).
 1. The educational program of the charter school, designed, among other things, to identify those whom the charter school is attempting to educate, what it means to be an "educated person" in the 21st century, and how

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learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners.

2. The annual goals for the charter school for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals.
 3. If the proposed charter school will serve high school pupils, the manner in which the charter school will inform parents about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable and courses approved by the University of California or the California State University as creditable under the "A to G" admissions criteria may be considered to meet college entrance requirements.
- B. Measurable pupil outcomes as required by Education Code § 47605(c)(5)(B). The measurable pupil outcomes identified for use by the charter school. "Pupil outcomes," for purposes of this part, means the extent to which all pupils of the charter school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the charter school's educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all pupil subgroups served by the charter school, as that term is defined in subdivision (a) of Section 52052. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served by the charter school.
- C. The method by which pupil progress is to be measured as required by Education Code § 47605(c)(5)(C). The method by which pupil progress in meeting those pupil outcomes is to be measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a School Accountability Report Card.
- D. The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement as required by Education Code § 47605(c)(5)(D).
- E. The qualifications to be met by individuals to be employed by the charter school as required by Education Code § 47605(c)(5)(E).
- F. The procedures that the charter school will follow to ensure the health and safety of pupils and staff as required by Education Code § 47605(c)(5)(F). These procedures shall require all of the following:

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1. That each employee of the charter school furnish the charter school with a criminal record summary as described in Section 44237.
 2. The development of a school safety plan, which shall include the safety topics listed in subparagraphs (A) to (J), inclusive, of paragraph (2) of subdivision (a) of Section 32282.
 3. That the school safety plan be reviewed and updated by March 1 of every year by the charter school.
- G. The means by which the charter school will achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, as required by Education Code § 47605(c)(5)(G), including redesignated fluent English proficient pupils, as defined by the evaluation rubrics in Section 52064.5, that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted. Upon renewal, for a charter school not deemed to be a local educational agency for purposes of special education pursuant to Section 47641, the chartering authority may consider the effect of school placements made by the chartering authority in providing a free and appropriate public education as required by the federal Individuals with Disabilities Education Act (Public Law 101-476), on the balance of pupils with disabilities at the charter school.
- H. Admission policies and procedures as required by Education Code § 47605(c)(5)(H) and consistent with Education Code § 47605(e).
- I. The manner in which annual, independent financial audits shall be conducted, as required by Education Code § 47605(c)(5)(I), which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority.
- J. The procedures by which pupils can be suspended or expelled from the charter school, as required by Education Code § 47605(c)(5)(J), for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that is consistent with all of the following:
1. For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present the pupil's side of the story.
 2. For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:

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- a. Provide timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights.
 - b. Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.
 - c. Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, the pupil's educational rights holder, and shall inform the pupil, the pupil's parent or guardian, or the pupil's educational rights holder of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent, guardian, or educational rights holder initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii).
- K. The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security as required by Education Code § 47605(c)(5)(K).
- L. The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools as required by Education Code § 47605(c)(5)(L).
- M. The rights of an employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school as required by Education Code § 47605(c)(5)(M).
- N. The procedures to be followed by the charter school and the chartering authority to resolve disputes relating to provisions of the charter as required by Education Code § 47605(c)(5)(N).
- O. The procedures to be used if the charter school closes as required by Education Code § 47605(c)(5)(O). The procedures shall ensure a final audit of the charter

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school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records.

The proposed charter shall be attached to the petition when the petition is circulated, and signatures are gathered.

The Superintendent or designee may consult with legal counsel as appropriate, regarding compliance of the charter petition with legal requirements and take other steps the Superintendent or designee determines to be appropriate in reviewing a submitted petition.

The Board shall not require any district student to attend the charter school, nor shall it require any district employee to work at the charter school. (Education Code § 47605)

1. Timelines for Board Action

Within 60 days of receiving a charter petition the Board shall hold a public hearing on the charter provisions, at which time the Board shall consider the level of support for the petition by district teachers, other district employees, and parents/guardians. A petition is deemed received on the day the petitioner submits a petition to the district office, along with a signed certification that the petitioner deems the petition to be complete. The district may maintain appropriate forms to be used by charter school petitioners/operators for such signed certifications for initial petitions, renewal petitions, and requests for material revision. The Superintendent or designee may update and revise these certification forms in a manner consistent with the law and this policy (Education Code § 47605)

The Board shall either grant or deny the petition at a public hearing held within 90 days of receiving the petition or within 120 days with the consent of both the petitioner and the Board. (Education Code § 47605(b))

At least 15 days before the public hearing at which the Board will grant or deny the charter, the district shall publish all staff recommendations regarding the petition, including any recommended findings and, if applicable certification from the County Superintendent of Schools regarding the potential fiscal impact of the charter school on the district. (Education Code § 47605)

During the public hearing, the petitioners shall have equal time and opportunity to present evidence and testimony in response to the staff recommendations and findings (Education Code § 47605)

2. Approval of Petition

A charter petition shall be granted only if the Board is satisfied that doing so is consistent with sound educational practice and the interests of the community in which the school is proposing to locate. The Board shall consider the academic needs of the students the charter school proposes to serve and shall give preference to petitions that demonstrate the capability to provide comprehensive learning experiences for students who are identified by the petitioner as academically low-achieving, based on standards established by California Department of Education (CDE). (Education Code § 47605, 47601)

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The Board will verify that any charter it approves includes adequate processes and measures for monitoring and holding the school accountable for fulfilling the terms of its charter and complying with all applicable laws, including Education Code § 47604 1. Such processes and measures may include, but are not limited to, fiscal accountability systems, measures for evaluating the educational program, inspection and observations of any part of the charter school and regular reports to the Board.

The approval or denial of a charter petition shall not be controlled by collective bargaining agreements nor subject to review or regulation by the Public Employment Relations Board. (Education Code § 47611.5)

The Board may approve one or more memoranda of understanding to clarify the financial and operational agreements between the district and the charter school. Any such memorandum of understanding may be amended, as necessary.

The Board may initially grant a charter for a specified term not to exceed five years. (Education Code § 47607)

When a petition is approved by the Board it shall be the petitioners responsibility to provide written notice of the Board's approval and a copy of the petition to the County Superintendent of Schools and the State Board of Education (SBE). (Education Code § 47605)

3. Denial of Petition

The Board shall deny any charter petition that proposes to:

1. Operate a charter school as or by a for-profit corporation a for-profit educational management organization, or a for-profit charter management organization (Education Code § 47604)
2. Convert a private school to a charter school (Education Code § 47602)
3. Serve students in a grade level that is not served by the district, unless the petition proposes to serve students in all the grade levels served by the district (Education Code § 47605)
4. Offer nonclassroom-based instruction during the period of the moratorium on new charters for such purposes. (Education Code § 47612.7)

Any other charter petition shall be denied only if the Board makes written factual findings specific to the petition that one or more of the following conditions exist: (Education Code § 47605(c) (1)-(8))

1. The charter school presents an unsound educational program for the students to be enrolled in the charter school.
2. The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition.

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3. The petition does not contain the number of signatures required.
4. The petition does not contain an affirmation of each of the conditions described in Education Code § 47605(e).
5. The petition does not contain reasonably comprehensive descriptions of the charter provisions in Education Code § 47605(c).
6. The petition does not contain a declaration as to whether the charter school shall be deemed the exclusive public employer of the school's employees for purposes of collective bargaining pursuant to Government Code § 3540-3549.3, the Educational Employment Relations Act.
7. For a new charter, the charter school is demonstrably unlikely to serve the interests of the entire community in which the school is proposing to locate. Analysis of this finding shall include consideration of the fiscal impact of the proposed charter school. A written factual finding shall detail specific facts and circumstances that analyze and consider the following factors:
 - a. The extent to which the proposed charter school would substantially undermine existing services academic offerings. or programmatic offerings
 - b. Whether the proposed charter school would duplicate a program currently offered within the district. when the existing program has sufficient capacity for the students proposed to be served within reasonable proximity to where the charter school intends to locate
8. For a new charter, the district is not positioned to absorb the fiscal impact of the proposed charter school in which case the charter petition shall be subject to a rebuttable presumption of denial. The district meets this criterion if it has a negative interim certification or has a qualified interim certification, and the County Superintendent certifies that approving the charter school would result in the district having a negative interim certification. or is under state receivership.

The Board shall not deny a petition based on the actual or potential costs of serving students with disabilities. nor shall it deny a petition solely because the charter school might enroll students with disabilities who reside outside the special education local plan area in which the district participates. (Education Code § 47605.7. 47647)

4. Appeals

If the Board denies a petition, the petitioner may choose to submit the petition to the County Board of Education and, if then denied by the County Board, to SBE. (Education Code § 47605). If the petition is denied on appeal by the County Board and the petitioner plans to appeal to SBE, at the request of the petitioner, the Board shall prepare the documentary record, including a written transcript of the public hearing at which the Board denied the charter, no later than 10 business days after the petitioner makes the request. The Board delegates responsibility for preparing the documentary record to the Superintendent or Superintendent's designee. (Education Code § 47605)

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Within 30 days of receipt of an appeal submitted to SBE, the Board may submit a written opposition to SBE which may include supporting documentation detailing, with specific citations to the documentary record, how the Board did not abuse its discretion in denying the petition. The Board delegates responsibility for preparing and submitting any such opposition to the Superintendent or Superintendent's designee. (Education Code § 47605)

If either the County Board or SBE remands the petition to the Board because the petition on appeal contains new or different material terms, the Board shall reconsider the petition and shall grant or deny the petition within 30 days. (Education Code § 47605).

Legal Reference:

EDUCATION CODE §

200 Equal rights and opportunities in state educational institutions
220 Nondiscrimination
1240 Duties of County Superintendent
17078.52-17078.66 Charter schools facility funding; state bond proceeds
17280-17317 Field Act
17365-17374 Field Act, fitness for occupancy
32282 Comprehensive safety plan
33126 School Accountability Report Card
41365 Charter school revolving loan fund
42131 Interim Certification
42100 Annual statement of receipts and expenditures
42238.51-42238.53 Funding for charter districts
42238.02 and 42238.03 Local Control Funding Formula
44237 Criminal record summary
44830.1 Certificated employees, conviction of a violent or serious felony
45122.1 Classified employees, conviction of a violent or serious felony
46201 Instructional minutes
47600-47616.7 Charter Schools Act of 1992, as amended
47640-47647 Special education funding for charter schools
47650-47652 Funding of new and expanding charter schools
48000 Minimum age of admission (kindergarten)
48010 Minimum age of admission (first grade)
48011 Minimum age of admission from kindergarten or other school
49013 Pupil fee complaints
49011 Student Fees
51745-51749.6 Independent study
52052 Accountability; numerically significant student subgroup
52060-52077 Local control and accountability plan
53300-53303 Parent Empowerment Act
56026 Special education
56145-56146 Special education services in charter schools
CORPORATIONS CODE §
5110-6910 Nonprofit public benefit corporations
60600-60649 California Assessment of Academic Achievement

BOARD POLICY

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60640-60649 California Assessment of Student Performance and Progress

GOVERNMENT CODE §

1090-1099 Prohibition applicable to specified officers

3540-3549.3 Educational Employment Relations Act

7920.000-7931.000 California Public Records Act

54950-54963 The Ralph M. Brown Act

81000-91014 Political Reform Act of 1974

PENAL CODE §

667.5 Definition of violent felony

1192.7 Definition of serious felony

CODE § OF REGULATIONS, TITLE 5

4600-4687 Uniform Complaint Procedures

4800-4808 Parent Empowerment Act

11700.1-11705 Independent study

11960-11969 Charter schools

CODE § OF REGULATIONS, TITLE 24

101 et seq. California Building Standards Code §

UNITED STATES CODE, TITLE 20

Every Student Succeeds Act

6301 Program improvement

7221-7221j Charter schools

CODE § OF FEDERAL REGULATIONS, TITLE 34

200.1-200.78 Accountability

300.18 Highly qualified special education teachers

COURT DECISIONS

Ridgecrest Charter School v. Sierra Sands Unified School District, (2005) 130 Cal.App.4th 986

ATTORNEY GENERAL OPINIONS

101 Ops.Cal.Atty.Gen. 92 (2018)

89 Ops.Cal.Atty.Gen. 166 (2006)

80 Ops.Cal.Atty.Gen. 52 (1997)

78 Ops.Cal.Atty.Gen. 297 (1995)

Management Resources:

CSBA PUBLICATIONS

The Role of the Charter School Authorizer, Online Course Charter Schools: A Manual for Governance Teams, rev. 2009
Uncharted Waters: Recommendations for Prioritizing Student Achievement and Effective Governance in California's Charter Schools, September 2018
Charter Schools in Focus, Issue 1: Managing the Petition Review Process, Governance Brief, November 2016

BOARD POLICY

Placentia-Yorba Linda Unified School District

Charter Schools and Board Member Responsibilities, Education Insights Legal Update Webcast, March 2016

Charter Schools: A Manual for Governance Teams, rev. Feb. 2016

CSBA ADVISORIES

Charter School Facilities and Proposition 39: Legal Implications for School Districts, September 2005

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Sample Copy of a Memorandum of Understanding

Special Education and Charter Schools: Questions and Answers, September 10, 2002

U.S. DEPARTMENT OF EDUCATION GUIDANCE

Dear Colleague Letter: Guidance Regarding the Oversight of Charter Schools Program and Regulatory Requirements, including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Aug. 2016

Charter Schools Program: Title V, Part B of the ESEA, Nonregulatory Guidance, January 2014

Guidance on the Voluntary Use of Race to Achieve Diversity and Avoid Racial Isolation in Elementary and Secondary Schools, Dec. 2011

Charter Schools Program, July 2004

The Impact of the New Title I Requirements on Charter Schools, July 2004

WEB SITES

CSBA: <http://www.csba.org>

California Building Standards Commission: <http://www.bsc.ca.gov>

California Charter Schools Association: <http://www.ccsacalcharters.org>

California Department of Education, Charter Schools: <http://www.cde.ca.gov/sp/chs> Education

Commission of the States: <http://www.ecs.org>

National Association of Charter School Authorizers:

<http://www.qualitycharterscharterauthorizers.org>

National School Boards Association: <http://www.nsba.org>

U.S. Department of Education: <http://www.ed.gov>

Policy adopted: IBO

BOARD POLICY

Placentia-Yorba Linda Unified School District

Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
April 8, 2025

ESTABLISH BOARD POLICY 0420.4 - CHARTER SCHOOL AUTHORIZATION, BOARD POLICY 0420.21 - CHARTER SCHOOL OVERSIGHT, BOARD POLICY 0420.23 - CHARTER SCHOOL REVOCATION, BOARD POLICY 0420.42 -CHARTER SCHOOL RENEWAL, AND BOARD POLICY 7160 -CHARTER SCHOOL FACILITIES, FIRST READING

Background

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

The District proposes establishing Board Policy 0420.4 - *Charter School Authorization*, Board Policy 0420.41 - *Charter School Oversight*, Board Policy 0420.43 - *Charter School Revocation*, Board Policy 0420.42 - *Charter School Renewal*, and Board Policy 7160 - *Charter School Facilities*.

This will be the first reading of the proposed new board policies.

Financial Impact

Not applicable

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Dr. Will Gray, Executive Director, College and Career Readiness

BOARD POLICY

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Philosophy/Goals/Objectives

0420.41 - BP

CHARTER SCHOOL OVERSIGHT

The Governing Board recognizes its ongoing responsibility to oversee that any charter school authorized by the Board is successfully fulfilling the terms of its charter and is providing a sound educational program for the students enrolled in the charter school.

The Board delegates the administrative function of ongoing monitoring and oversight of its charter schools to the Superintendent or designee.

The Superintendent or designee serves as the principal point of contact between the Board and its charter schools and shall identify at least one staff member to serve as a contact person for each charter school authorized by the Board. (Education Code § 47604.32). The Superintendent or designee(s) will :

1. Visit each charter school at least once per fiscal year.
2. Monitor ongoing charter school compliance with reporting requirements, including the annual update to the charter school's Local Control and Accountability Plan.
3. Monitor the fiscal condition of each charter school under the Board's authority.
4. Provide timely notification to the California Department of Education (CDE) of changes in a charter school's status as required by Education Code § 47604.32(e).
5. Receive and determine how to respond to complaints regarding the charter school.
6. Inspect or observe any part of a Board-authorized charter school at any time, with or without prior notice. Education Code § 47607(a)(5) The District may inspect and receive copies of all records relating to the operation of the charter school, including financial, personnel, attendance accounting, and pupil records, and records of any entities managing the charter school. Charter schools are subject to the California Public Records Act (CPRA); however, the District's right to inspect and receive records is not based on the CPRA, but rather on the District's oversight role. A Board-authorized charter school shall promptly comply with all reasonable inquiries from the District in accordance with Education Code § 47604.3.

The Superintendent or designee may attend meetings of the charter school board and may periodically meet with a representative of the charter school.

Monitoring Charter School Performance

In the case of any charter school under the district's oversight that chooses to be operated by or as a nonprofit public benefit corporation, the district Board reserves its right pursuant to Education Code § 47604(c) to have a representative serve as a voting member of the corporation's board of directors and may exercise such right at any time. Any such representative of the Board shall serve on the corporate board in the district Board or designee's discretion and shall be removed or replaced in the Board or designee's sole discretion.

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Board-authorized charter schools shall, on or before June 1 of each year, submit to the district an approved school calendar for the following year establishing that the charter school is complying with the required minimum number of school days and an approved bell schedule establishing that the charter school is complying with the minimum number of instructional minutes. At least one month prior to the commencement of each new semester, the charter school shall provide the district with a list of classes evidencing the class offerings for the semester and the staffing assignments (including copies of all credentials) establishing that all classes are being taught by appropriately qualified and credentialed employees.

Board-authorized charter schools shall, on or before June 1 of each year, submit to the District an approved school calendar for the following year establishing that the charter school is complying with the required minimum number of school days and an approved bell schedule establishing that the charter school is complying with the minimum number of instructional minutes. At least one month prior to the commencement of each new semester, the charter school shall provide the District with a list of classes evidencing the class offerings for the semester and the staffing assignments (including copies of all credentials) establishing that all classes are being taught by appropriately qualified and credentialed employees.

Approved charter schools shall provide to the District's Office of Charter School Operations on or before July 1 and January 31 of each year of its existing charter, its board meeting schedules and agenda for the following six (6) months demonstrating that the charter school is complying with the Brown Act.

Approved charter schools shall provide to the District's Risk Manager duplicate originals of each policy of insurance and/or each memorandum of coverage required by its charter, including all declarations, forms, and endorsements, within thirty (30) days of the approval of its charter and by July 1 and January 31 of each year thereafter, and at any other time that a policy of insurance and/or memorandum of coverage is changed and at any other time a request is made by the District for such documents.

Approved charter schools shall provide to the District, on or before July 1 of each year of its existing charter, a copy of its current and valid certificate of occupancy or an equivalent document, and shall promptly notify the District if facts arise that could jeopardize the validity of the charter school's certificate of occupancy or if the certificate of occupancy is or will soon be no longer valid.

Approved charter schools shall provide to the District, on or before July 1 of each year of its existing charter, a copy of its most recently updated school safety plan pursuant to Education Code § 47605(c)(5)(F).

Should any approved charter school operate any learning center(s) pursuant to a charter petition approved by the District Board or subsequently approved by the District Board through a material revision, the charter school shall provide to the District's Office of Charter School Operations on or before July 1 of each year of its existing charter the address of any such learning center(s).

In the event that the 911 emergency services are called for any reason to the charter school site by charter school employee, student, or community member on campus, the charter school shall inform the District within 24 hours of the emergency services' arrival to the charter school site.

Waivers

If the charter school wishes to request a general waiver of any state law or regulation applicable to it, it shall request that the Board approve, and the district submit, a general waiver request to the State Board of

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Education (SBE) on its behalf. Should the Board approve such a request from a charter school, the Superintendent or designee shall submit such a waiver request to SBE on behalf of the charter school.

Provision of District Services

The charter school may purchase administrative or other services from the district, in the district's sole discretion, or from any other source for administrative or other services. (Education Code § 47613(d))

If the district agrees, in its sole discretion, to provide administrative or support services to a charter school, the district and the charter school shall develop a memorandum of understanding (MOU) which clarifies the financial and operational agreements between the district and the Charter School.

At the request of a charter school, the Superintendent or designee may create and submit any reports required by the State Teachers' Retirement System or Public Employees' Retirement System on behalf of the charter school. The district will charge the charter school for the reporting services, but shall not require the charter school to purchase payroll processing services from the district as a condition for creating and submitting these reports (Education Code § 47611.3(b))

Material Revisions of an Approved Charter

The Board shall have the authority and also delegates authority to the Superintendent or designee(s) to determine whether a proposed change in charter school operations constitutes a material revision of the approved charter. Material revisions to a charter may only be made with Board approval.

Material revisions shall be governed by the same standards and criteria that apply to petitions for the authorization of charter schools as set forth in Education Code § 47605 and shall include, but not be limited to, a reasonably comprehensive description of any new requirement for charter schools enacted into law after the charter was originally granted or last renewed, and as necessary to reflect the current program offered by the charter. (Education Code § 47607)

If an approved charter school proposes to expand operations to one or more additional sites or grade levels, other than a change of location that does not include increasing the total number of sites operated by the charter school through acceptance of an offer of facilities from the district pursuant to Education Code § 47614 (known as Proposition 39)) whether concurrently with or unrelated to a renewal, the charter school shall request a material revision to its charter and shall notify the Board of those additional locations or grade levels. The Board shall consider approval of the additional locations or grade levels at an open meeting. (Education Code §§ 47605, 47607)

The Board may deny a proposed material revision if it finds that the proposed material revision would render the charter school demonstrably unlikely to serve the interests of the entire community in which the school is located or proposes to locate. In making this finding, the Board shall consider all of the following: (Education Code § 47605)

1. The fiscal impact of the proposed expansion on the district
2. The extent to which the expansion would substantially undermine existing services, academic offerings, or programmatic offerings

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3. Whether the expansion would duplicate a program currently offered within the district that has sufficient capacity for the students proposed to be served within reasonable proximity to where the charter school intends to locate

Additionally, the Board may deny a proposed material revision if it finds that the district is not positioned to absorb the fiscal impact of the proposed material revision. (Education Code § 47605)

Any charter school approved by the Board shall at all times maintain clean, electronic (Word) copies of each version of its charter that is approved by the Board and shall maintain such prior approved versions in clean, electronic (Word) format even after submitting a request that a revised version of the charter be approved on renewal or as a material revision, including after such time as the Board may approve any such revised version. In no event shall a charter school make revisions to the approved version of the charter without maintaining a clean, electronic (Word) version of all forms of the charter that have previously been approved by the Board.

Location of Charter Schools

Except when permitted to operate outside district boundaries pursuant to Education Code §§ 47605 and 47605.1, a charter school shall be located within district boundaries.

Oversight Fee

The district may charge the maximum amount permitted by law for its supervisory oversight of each charter school. This maximum is currently up to one percent of a charter school's revenue for the actual costs of supervisory oversight of the school. However, currently, if the charter school is able to obtain substantially rent-free facilities from the district, the district may charge up to three percent of the charter school's revenue for actual costs of supervisory oversight. If the district is given responsibility for supervisory oversight of a charter school that was authorized by SBE on appeal, the district is not limited to these percentages and may charge for the actual costs of supervisory oversight and for the administrative costs necessary to secure charter school funding. (Education Code § 47613)

Technical Assistance/Intervention

Whenever a charter school is identified for technical assistance based on the performance of one or more numerically significant student subgroups on SBE-established criteria, the charter school shall receive technical assistance from the County Superintendent. Such technical assistance shall be focused on building the charter school's capacity to develop and implement actions and services responsive to student and community needs, including, but not limited to, any of the following: (Education Code § 47607.3)

1. Assisting the charter school to identify its strengths and weaknesses in regard to the state priorities applicable to the charter school pursuant to Education Code § 47605(c)

This shall include working collaboratively with the charter school to review performance data on the state and local indicators included in the California School Dashboard and other relevant local data and to identify effective, evidence-based programs or practices that address any areas of weakness.

BOARD POLICY

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2. Working collaboratively with the charter school to secure assistance from an academic, programmatic, or fiscal expert or team of experts to identify and implement effective programs and practices that are designed to improve performance in any areas of weakness identified by the charter school.

Another service provider, including, but not limited to, a school district, county office of education, or charter school, may be solicited to act as a partner to the charter school in need of technical assistance.

3. Obtaining from the charter school timely documentation demonstrating that it has completed the activities described in Items #1 and 2 or substantially similar activities or has selected another service provider to work with the charter school to complete the activities described in Items #1 and 2 or substantially similar activities and ongoing communication with the Board to assess the charter school's progress in improving student outcomes

In addition, if, in three out of four consecutive school years a charter school fails to improve outcomes for three or more numerically significant student subgroups or for all of the student subgroups if the school has fewer than three subgroups. in regard to one or more state or school priorities identified in the charter the County Superintendent may request that the Superintendent of Public Instruction (SPI) with SBE approval, assign the California Collaborative for Educational Excellence to provide advice and assistance to the charter school pursuant to Education Code § 52074. (Education Code §§ 47607.3; 52072)

In accordance with law, the Board may deny a charter school's renewal petition or may revoke a charter based on the charter school's poor performance, especially with regard to inadequate academic achievement of all numerically significant subgroups of students served by the charter school. (Education Code §§ 47607, 47607.2)

Complaints

Each charter school shall establish and maintain policies and procedures to enable any person to file a complaint in accordance with the uniform complaint procedures as specified in 5 CCR § 4600-4670 to enable any person alleging the school's noncompliance with Education Code § 47606 5 or 47607.3 or 49010 or any other applicable law. (Education Code §§ 52075 and 49103)

If the charter school finds merit in the complaint or the SPI finds merit in an appeal. a remedy shall be provided to all affected students and parents/guardians. (Education Code §§ 52075 and 49013)

This discussion is not exclusive of all complaint procedure requirements with which charter schools must comply nor all types of complaints to which the charter school's uniform complaint procedure applies.

School Closure

In the event that the Board revokes or denies renewal of a charter or the charter school ceases operation for any reason, the Superintendent or designee may in the district's sole discretion and when applicable in accordance with the charter and/or an applicable agreement between the district and the charter school, provide assistance to facilitate the transfer of the charter school's former students and to finalize financial reporting and close-out of the charter school.

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The Superintendent or designee shall provide notification to the California Department of Education, within 10 calendar days of the Board's action if renewal of a charter is denied, a charter is revoked, or a charter school will cease operation for any reason. Such notification shall include, but not be limited to, a description of the circumstances of the closure, the effective date of the closure, and the location of student and personnel records. (Education Code § 47604.32; 5 CCR 11962.1)

Should a charter school close for any reason, it shall comply with all closure procedures set forth in its charter, any memorandum of understanding, and the requirements of 5 CCR § 11962.

Legal Reference:

EDUCATION CODE

215.5 Student identification cards, inclusion of safety hotlines
220 Nondiscrimination
221.61 Posting of Title IX information on web site
221.9 Sex equity in competitive athletics
222 Lactation accommodations for students
222.5 Pregnant and parenting students, notification of rights
231.231.6 Sexual harassment policy
234.4 Mandated policy on bullying prevention
234.6 Bullying and harassment prevention information
234.7 Student protections relating to immigration and citizenship status
17070.10-17079.30 Leroy F. Greene School Facilities Act
17280-17317 Field Act
17365-17374 Field Act, fitness for occupancy
32282 Comprehensive safety plan
32283.5 Online training on bullying prevention
33479-33479.9 The Eric Parades Sudden Cardiac Arrest Prevention Act
35179.4-35179.6 Interscholastic athletic programs, safety
35183.1 Graduation ceremonies; tribal regalia or recognized object of religious/cultural significance
35330 Field trips and excursions; student fees
38080-38086 School meals
39831.3 Transportation safety plan
39843 Disciplinary action against bus driver; report to Department of Motor Vehicles
41024 Report of expenditure of state facility funds
42100 Annual statement of receipts and expenditures
44030.5 Reporting change in employment status due to alleged misconduct
44237 Criminal record summary
44691 Information on detection of child abuse
44830.1 Certificated employees, conviction of a violent or serious felony
45122.1 Classified employees, conviction of a violent or serious felony
45125.1 Fingerprinting; employees of contracting entity
46015 Accommodations for pregnant and parenting students; parental leave
47600-47616.7 Charter Schools Act of 1992, as amended
47634.2 Nonclassroom-based instruction
47640-47647 Special education funding for charter schools

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47651 Apportionment of funds, charter schools
48000 Minimum age of admission for kindergarten; transitional kindergarten
48010-48011 Minimum age of admission (first grade)
48206.3-48208 Students with temporary disabilities; individual instruction
48850-48859 Educational placement of foster youth and homeless students
48901.1 Suspension and expulsion, willful defiance
48907 Students' exercise of free expression; rules and regulations
48913.5 Suspended students, homework assignments
48950 Student speech and other communication
49061 Student records
48985 Parental notification
49005-49006.4 Seclusion and restraint
49110 Authority of issue work permits
49011 Student fees
49014 Public School Fair Debt Collection Act
49061 Student records
49062.5 Student records, name or gender changes
49070 Challenging student records
49073.2 Privacy of student and parent/guardian personal information
49076.7 Student records; data privacy; Social Security numbers
49110 Authority of issue work permits
49381 Human trafficking prevention
49414 Epinephrine auto-injectors
49414.3 Administration of opioid antagonist
49428 Notification of mental health services
49430-49434 The Pupil Nutrition, Health, and Achievement Act of 2001, especially:
49431.9 Advertisement of non-nutritious foods
49475 Health and safety, concussions and head injuries
49557.5 Child Hunger Prevention and Fair Treatment Act of 2017
49564 Meals for needy students
51224.7 Mathematics placement policy
51225.1-51225.2 Exemption from local graduation requirements; acceptance of coursework
51225.6 Instruction in cardiopulmonary resuscitation
51513 Diploma of graduation, without passage of high school exit examination
51745-51749.3 Independent study
51930-51939 California Healthy Youth Act
52051.5-52052 Academic performance index, applicability to charter schools
52060-52077 Local control and accountability plans
52075 Uniform complaint procedures
56026 Special education
56040.3 Availability of assistive technology devices
56145-56146 Special education services in charter schools
56365-56366.12 Nonpublic, nonsectarian schools
60600-60649 Assessment of academic achievement, including California Assessment of Student Performance and Progress
64000 Categorical programs included in consolidated application

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64001 School plan for student achievement, consolidated application programs
65000-65001 School site councils
69432.9-69432.92 Cal Grant program; notification of grade point average and high school graduation

CORPORATIONS CODE

5110-6910 Nonprofit public benefit corporations

GOVERNMENT CODE

1090-1099 Prohibitions applicable to specified officers
3540-3549.3 Educational Employment Relations Act
7920.000-7931.000 California Public Records Act
54950-54963 The Ralph M. Brown Act
81000-91014 Political Reform Act of 1974

HEALTH AND SAFETY CODE

104420 Tobacco Use Prevention Education grant program
104559 Tobacco-free schools

LABOR CODE

1198.5 Personnel records related to performance and grievance

PENAL CODE

667.5 Definition of violent felony
1192.7 Definition of serious felony

VEHICLE CODE

28160 Child safety alert system

CALIFORNIA CONSTITUTION

Article 9, Section 5 Common school system
Article 16, Section 8.5 Public finance; school accountability report card

CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform complaint procedures
11700.1-11705 Independent study
11960-11969 Charter schools

CODE OF REGULATIONS, TITLE 24

101 et seq. California Building Standards Code

UNITED STATES CODE, TITLE 20

1681-1688 Title IX of the Education Amendments of 1972; discrimination based on sex
6311 State plan
7221-7221j Charter schools

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UNITED STATES CODE, TITLE 42
11431-11435 McKinney-Vento Homeless Assistance Act

CODE OF FEDERAL REGULATIONS, TITLE 34
200.1-200.78 Accountability

COURT DECISIONS
Ridgecrest Charter School v. Sierra Sands Unified School District, (2005) 130 Cal.App.4th 986

ATTORNEY GENERAL OPINIONS
101 Ops. Cal.Atty.Gen. 92 (2018)
89 Ops.Cal.Atty.Gen. 166 (2006)
80 Ops.Cal.Atty.Gen. 52 (1997)
78 Ops.Cal.Atty.Gen. 297 (1995)

CALIFORNIA OFFICE OF ADMINISTRATIVE HEARINGS DECISIONS
Student v. Horizon Instructional Systems Charter School, (2012) OAH Case No. 2011060763

Management Resources:

CSBA PUBLICATIONS
Uncharted Waters: Recommendations for Prioritizing Student Achievement and Effective Governance in California's Charter Schools, September 2018
Charter Schools in Focus, Issue 1: Managing the Petition Review Process, Governance Brief, November 2016
Charter Schools and Board Member Responsibilities, Education Insights Legal Update Webcast, March 2016
Charter Schools: A Manual for Governance Teams, rev. 2016

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Every Student Succeeds Act 2016-17 School Year Transition Plan, April 2016
California School Accounting Manual
Sample Copy of a Memorandum of Understanding
Pupil Fees, Deposits, and Other Charges, Fiscal Management Advisory 12-02, April 24, 2013
Special Education and Charter Schools: Questions and Answers, September 10, 2002

U.S. DEPARTMENT OF EDUCATION GUIDANCE
Dear Colleague Letter: Guidance Regarding the Oversight of Charter Schools Program and Regulatory Requirements, including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Aug. 2016
Charter Schools Program: Title V, Part B of the ESEA, April 2011, Nonregulatory Guidance, January 2014
Guidance on the Voluntary Use of Race to Achieve Diversity and Avoid Racial Isolation in Elementary and Secondary Schools, Dec. 2011
Charter Schools Program: Title V, Part B of the ESEA, April 2011

WEB SITES
CSBA: <http://www.csba.org>

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California Charter Schools Association: <http://www.ccsa.org>

California Department of Education, Charter Schools: <http://www.cde.ca.gov/sp/ch>

National Association of Charter School Authorizers: <http://www.qualitycharters.org>

U.S. Department of Education: <http://www.ed.gov>

DRAFT

BOARD POLICY

Placentia-Yorba Linda Unified School District

Philosophy/Goals/Objectives

Exhibit 0420.41

Charter School Oversight

Requirements for Charter Schools

A charter school and the entity managing the charter school shall be subject to the terms of its charter; any memorandum of understanding with its chartering authority; the state and federal constitutions; applicable federal laws; state laws that apply to governmental agencies in general and laws of general application; and other legal requirements that are expressly applicable to charter schools, including, but not limited to, the following requirements. This list is not exhaustive, and in no way shall it serve to excuse any charter school's compliance with all requirements of law.

Governance

1. Comply with the Ralph M. Brown Act (Government Code 54950-54963), California Public Records Act (Government Code 7920.000- 7930.215), conflict of interest laws (Government Code 1090-1099), and Political Reform Act (Government Code 81000- 91014), including the adoption of a conflict of interest code pursuant to Government Code 87300, and all requirements of Education Code 47604.1.
2. Except as otherwise authorized by Government Code 54954, hold the meetings of its governing body in the location and subject to all the requirements of Education Code 47604.1, including meeting within the physical boundaries of the district in which the charter school is located/ the county in which the school is located and the greatest number of students enrolled in the charter schools managed by the entity reside or, if a nonclassroom-based charter school that does not have a facility or operates one or more resource centers, hold governing body meetings within the physical boundaries of the county in which the greatest number of students enrolled in the charter school reside. In addition, a two-way teleconference location shall be established at each school site and/or resource center, as applicable. The governing body of an entity that manages two or more charter school located in different counties shall record audio, video, or both, of all governing board meetings, and shall post audio or video recordings of meetings on each charter school's web site, and the governing bodies of all charter schools are encouraged to make and post such recordings. (Education Code 47604.1.)
3. The charter school's senior administrator or any of the charter school's employees shall not serve as a member of the county board of education in the county where the charter school is located. (Education Code 1006, Government Code 1099.)

Operations

1. Not be operated as, or be operated by, a for-profit corporation, a for-profit educational management organization, or a for-profit charter management organization. (Education Code 47604.)

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2. Be nonsectarian in its programs, admission policies, employment practices, and all other operations. (Education Code 47605, 47605.6.)

Admission/Enrollment

4. Adhere to all laws establishing the minimum age for public school attendance. (Education Code 47610.)
5. Serve students who are California residents and who, if over 19 years of age, are continuously enrolled in a public school and making “satisfactory progress” toward a high school diploma as defined in 5 CCR 11965. (Education Code 47612.)
6. Serve students with disabilities in the same manner as such students are served in other public schools. (Education Code 47646, 56145.)
7. Admit all students who wish to attend the charter school, according to the following criteria and procedures:
8. Admission to the charter school shall not be determined according to the student’s or parent/guardian’s place of residence within the state, except that any existing public school converting partially or entirely to a charter school shall adopt and maintain a policy giving admission preference to students who reside within that school’s former attendance area. (Education Code 47605, 47605.6) If a charter school will be physically located in a public elementary school attendance area in which 50 percent or more of the student enrollment is eligible for free or reduced-price meals, it may also establish an admission preference for students who are currently enrolled in that public elementary school and for students who reside in the public school attendance area. (Education Code 47605.3.)
9. If the number of students who wish to attend the charter school exceeds the school’s capacity, attendance shall be determined by a public random drawing, with preference extended to students currently attending the charter school and students who reside in the district, except as provided for in Education Code 47614.5. (Education Code 47605, 47605.6.)
10. Other admission preferences that are consistent with federal law, the California Constitution, Education Code 200, and any other applicable law, including, but not limited to, siblings of students admitted or attending the charter school and children of the charter school’s teachers, staff, and founders identified in the initial charter, may be permitted by the District Board of Education (“Board”) on an individual school basis After a public hearing. Preferences shall not result in limiting enrollment access for students with disabilities, academically low-achieving students, English learners, neglected or delinquent students, students experiencing homelessness, foster youth, students who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, or on the basis of nationality, race, ethnicity, or sexual orientation. Mandatory parental volunteer hours shall not be the basis of a preference or a criterion for admission or continued enrollment. (Education Code 47605, 47605.6.)

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11. Comply with the requirements of Education Code 48850-48859 regarding enrollment, identification, and placement of students experiencing homelessness and unaccompanied youth. (Education Code 48850, 48851, 48852.5, 48852.6; 42 USC 11431-11435.)
12. Comply with the requirements of Education Code 48850-48859 regarding the enrollment and placement of foster youth. (Education Code 48853.5, 48859.)
13. Allow a student who is enrolled in the charter school but receiving individual instruction at home or a hospital due to a temporary disability to return to the charter school when well enough to do so, provided the student returns during the school year in which the individual instruction was initiated. (Education Code 48207.3.)
14. Immediately enroll a homeless student, except where such enrollment would conflict with Education Code 47605(d). (Education Code 48850, 42 U.S.C. 11431-11435.)

Nondiscrimination

1. Not discriminate against any student on the basis of the characteristics listed in Education Code 220. (Education Code 47605, 47605.6)
2. Not discourage a student from enrolling or seeking to enroll in the charter school, nor encourage a current student to disenroll, for any reason, including, but not limited to, the student's academic performance, nationality, race, ethnicity, or sexual orientation or because the student is a student with disabilities, academically low achieving, an English learner, neglected or delinquent, experiencing homelessness, economically disadvantaged, or a foster youth. This limitation does not apply to actions taken pursuant to the student disciplinary procedures specified in the charter and law, but charter schools may not encourage students to disenroll in lieu of discipline.
3. The charter school shall not request or require a student's records to be submitted before enrollment. The charter school shall post on its website the California Department of Education ("CDE") notice of the requirements of Education Code 47605(e)/47605.6(e) and shall provide the notice to parents/guardians or students age 18 and older when the parent/guardian or student inquires about enrollment, before conducting an enrollment lottery, and before disenrollment of a student. (Education Code 47605, 47605.6)
4. Adopt a policy that is consistent with the model policy developed by the California Attorney General addressing the charter school's response to immigration enforcement, notify parents/guardians of their children's right to a free public education regardless of immigration status or religious beliefs, prohibit the collection of information or documents regarding the immigration status of students or their family members, and fulfill the other requirements of Education Code 234.7 (Education Code 234.7.)
5. Post specified information related to the prohibition against discrimination under Title IX of the Education Amendments of 1972 in a prominent and conspicuous location on the school website or on the website of the charter operator and post all of the policies and information as specified in Education Code 234.6. (Education Code 221.61, 234.6.)

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6. If the charter school offers competitive athletics, annually post on the school's website or on the website of the charter operator the total enrollment of the school classified by gender, the number of students who participate in competitive athletics classified by gender, and the number of boys' and girls' teams classified by sport and by competition level. (Education Code 221.9.)
7. Provide specified accommodations to pregnant and parenting students, including, but not limited to, the provision of parental leave and reasonable accommodations on campus to a lactating student to express breast milk, breastfeed an infant child, or address other needs related to breastfeeding. The charter school shall notify pregnant and parenting students and parents/guardians of the rights and options available to pregnant and parenting students. (Education Code 222, 222.5, 46015.)
8. Adopt and implement uniform complaint procedures to resolve complaints of unlawful discrimination or alleged violation of a state or federal law or regulation governing educational programs, in accordance with 5 CCR 4600-4670. (5 CCR 4600.)

Tuition and Fees

1. Comply with the free schools guarantee of the California Constitution, Article 9, Section 5, and Education Code 49010 *et seq.*, including but not limited to, not charge tuition nor require parents/guardian(s) to volunteer as a condition of enrollment or attendance. (Education Code 47605, 47605.6.)
2. Not charge student fees for any activity that is an integral component of the educational program, except as authorized by those Education Code provisions that explicitly apply to charter schools. (Education Code 49010, 49011.)
3. Not bill, nor take any negative action against, a student or former student for a debt owed to the charter school. The school shall provide an itemized invoice for any amount owed by the parent/guardian on behalf of a student or former student before pursuing payment of the debt and shall provide a receipt to the parent/guardian for each payment made to the school. (Education Code 49014.)

School Plans

1. Hold the required public hearings and adopt a local control and accountability plan ("LCAP") and update the plan by July 1 each year, after holding a public hearing, consulting with specified stakeholders, and using the template adopted by the State Board of Education ("SBE"). To the extent practicable, data shall be reported in a manner consistent with how information is reported on the California School Dashboard. As part of the LCAP adoption and annual update to the LCAP, the governing body of the charter school shall separately adopt a local control funding formula budget overview for parents/guardians and as appropriate, an Individuals with Disabilities Education Act Addendum, based on the template developed by the SBE, including specified information relating to the school's budget. (Education Code 47604.33, 47606.5, 52064, 52064.1, 52064.3.)

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2. If the charter school applies for federal and/or state categorical program funding through the state's consolidated application, establish a school site council to develop and annually review a school plan for student achievement, unless the school chooses to use its LCAP for this purpose. (Education Code 64000-64001, 65000-65001.)
3. Develop a comprehensive safety plan, specific to the particular school, in accordance with Education Code 32282 and review and update the plan by March 1 each year. (Education Code 47605.)
4. Develop a transportation safety plan that includes procedures to ensure that a student is not left unattended on a school bus, student activity bus, youth bus, or childcare motor vehicle and procedures for designating an adult chaperone, other than the driver, to accompany students on a school activity bus. In addition, ensure that each school bus, student activity bus, youth bus, or childcare motor vehicle is equipped with a child safety alert system that requires the driver to either manually contact or scan the device, thereby prompting the driver to inspect the entirety of the interior of the vehicle before exiting, unless the student activity bus is exempted by law. (Education Code 39831.3; Vehicle Code 28160.)

Curriculum and Instruction

1. Offer at least the number of instructional minutes required by law for the grade levels provided by the charter school. (Education Code 47612.5.)
2. If the charter school offers a kindergarten program, it may also offer a transitional kindergarten program to students whose fifth birthday is from September 2 through April 2 for the 2023-24 school year, between September 2 and June 2 for the 2024-25 school year, and to students whose fourth birthday will be by September 1 for the 2025-26 school year and each year thereafter. (Education Code 48000.)
3. If the charter school serves students in grade 9, adopt a fair, objective, and transparent mathematics placement policy with specified components. (Education Code 51224.7.)
4. If the charter school serves students in any of grades 7-12, comply with the California Healthy Youth Act, including providing comprehensive sexual health education and human immunodeficiency virus ("HIV") prevention education at least once in junior high or middle school and once in high school. (Education Code 51931*et seq.*)
5. If the charter school serves students in any of grades 6-12, identify and implement methods of informing parents/guardians of human trafficking prevention resources. (Education Code 49381.)
6. If the charter school serves students in middle or high school and offers one or more courses in health education, include in those courses instruction in mental health, as specified in Education Code 51925. (Education Code 51925-51929.)
7. If the charter school serves students in grade 12, comply with the requirements for student completion and submission of the Free Application for Federal Student Aid and California Dream Act Application. (Education Code 51225.7, 51225.8.)

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8. If the charter school is planning to hold a college or career fair, the charter school shall notify each apprenticeship program in the same county as the charter school with the planned date, time, and location of the fair. (Labor Code 3074.2.)
9. If the charter school provides independent study, meet the requirements of Education Code 51745-51749.6, except that the school may offer courses required for graduation solely through independent study as an exception to Education Code 51745(e). (Education Code 47612.5, 51747.3; 5 CCR 11705.)
10. Develop a plan for offering independent study to affected students pursuant to Education Code 46393 if the governing body of the charter school submits an affidavit pursuant to Education Code 46392 necessitated by an emergency condition that resulted in a school closure. (Education Code 46392, 46393.)
11. Accept and provide full or partial credit for coursework satisfactorily completed by a foster youth, student experiencing homelessness, former juvenile court school student, child of a military family, migrant student, or a student participating in a newcomer program while attending another school. (Education Code 51225.2.)
12. Meet all statewide standards and conduct any statewide assessments applicable to noncharter public schools. (Education Code 47605.6, 47612.5, 60605.)

Special Education

13. Provide assistive technology devices in a student's home or other settings if the individualized education program team determines that such access is necessary. The charter school shall also provide an assistive technology device or comparable device to a student who enrolls in another local educational agency, for two months after the student leaves the charter school or until alternative arrangements can be made, whichever occurs first. (Education Code 56040.3.)
14. If the charter school has a master contract with a nonpublic, nonsectarian school:
 - a. Pay the full amount of the tuition or fees for students with disabilities enrolled in programs or services provided pursuant to that contract. (Education Code 56365.)
 - b. Conduct at least one onsite visit to the nonpublic, nonsectarian school prior to a student's placement and at least once each school year. (Education Code 56366.1.)

High School Graduation

1. Exempt a foster youth, student experiencing homelessness, former juvenile court school student, child of a military family, or migrant student who transfers between schools after the second year of high school, or a student participating in a newcomer program for newly immigrant students in grades 11-12, from any of the charter school's graduation requirements that exceed state requirements, unless the charter school determines that the student is reasonably able to complete the requirements by the end of the fourth year of high school. The charter school may also consult with the student and the person holding the student's

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educational rights regarding the student's option to remain in school for a fifth year to complete the school's graduation requirements. (Education Code 51225.1, 51225.2.)

2. In accordance with Education Code 51225.31, exempt an eligible student with disabilities from all coursework and other requirements adopted by the charter school board that are in addition to the statewide course requirements specified in Education Code 51225.3, and award such student a high school diploma. (Education Code 51225.31.)
3. Grant a high school diploma to any student who completed grade 12 at the charter school in the 2003-04 through 2014-15 school year and met all applicable graduation requirements other than the passage of the high school exit examination. (Education Code 51413.)
4. Require students to meet the state minimum course requirements for graduation as specified in Education Code 51225.3, as well as any additional graduation requirements required by the governing body. (Education Code 51225.3.)
5. Allow a student to wear traditional tribal regalia or recognized objects of religious or cultural significance as an adornment at school graduation ceremonies, unless the charter school determines that an item is likely to cause a substantial disruption of, or material interference with, the ceremony. (Education Code 35183.1.)

Student Expression

1. Provide students the right to exercise freedom of speech and of the press including, but not limited to, the use of bulletin boards; the distribution of printed materials or petitions; the wearing of buttons, badges, and other insignia; and the right of expression in official publications, and adopt rules and regulations in the form of a written publications code that must include reasonable provisions for the time, place, and manner of conducting such activities. (Education Code 48907, 48950.)

Staffing

1. Require its teachers to hold the certificate, permit, or other document issued by the Commission on Teacher Credentialing ("CTC") required for the teacher's certificated assignment. Except at Countywide Charters, teachers employed in the same position at the same charter school during the 2019-2020 school year shall have until July 1, 2025, to obtain the required certificate, permit, or other document. The charter school shall require all teachers to obtain a certificate of clearance and satisfy the requirements for professional fitness pursuant to Education Code 44339, 44340, and 44341, prior to working at the charter school. (Education Code 47605, 47605.4, 47605.6.)
2. If the charter school offers TK, require credentialed teachers first assigned to a TK class to meet one of three specified criteria establishing qualification for the position by August 1, 2025, and to maintain adult to student ratios as specified in Education Code 48000. (Education Code 48000.)
3. Review potential misassignments and vacant positions in the charter school, including data from CTC, respond to the Yolo County Superintendent of Schools ("Superintendent") when

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necessary to show that an employee is legally authorized for an assignment, and correct any misassignments if notified by the Superintendent that an assignment is not legally authorized. (Education Code 44258.9.)

4. Not hire any person who has been convicted of a violent or serious felony except as otherwise provided by law, and, if the charter school contracts with an entity for specified services, verify that any employee of that entity who interacts with students outside of the immediate supervision and control of the student's parent/guardian or a school employee has a valid criminal records summary clearance, unless an exception applies. (Education Code 44830.1, 45122.1, 45125.1.)
5. Report to CTC any change in a certificated employee's employment status (dismissal, nonreelection, resignation, suspension, unpaid administrative leave for more than 10 days, retirement, or other decision not to employ or reemploy) as a result of an allegation of misconduct or while an allegation of misconduct is pending. (Education Code 44030.5.)
6. If the charter school chooses to make the state teachers' retirement plan and/or the public employees retirement system available to its employees, meet the requirements of Education Code 47611 regarding the State Teachers' Retirement System ("STRS"). If the charter school offers its employees coverage by STRS or the Public Employees' Retirement System, or both, provide all applicants for positions at the charter school with the information required by Education Code 47611. (Education Code 47610, 47611.)
7. If it is deemed the exclusive public school employer of the employees at the charter school, meet the requirements of Government Code 3540-3549.3 related to collective bargaining in public education employment. (Education Code 47611.5.)
8. If the charter school employs security officers and/or security officers work on the charter school campus, provide the latest course of training developed by the Bureau of Security and Investigative Services of the Department of Consumer Affairs in consultation with the Commission on Peace Officer Standards and Training, as specified. (Education Code 38001.5; Business and Professions Code 7583.45.)

Parent/Guardian Involvement

1. On a regular basis, consult with parents/guardians and teachers regarding the charter school's educational programs. (Education Code 47605, 47605.6.)
2. Notify parents/guardians of applicant students and currently enrolled students that parental involvement is not a requirement for acceptance to, or continued enrollment at, the charter school. (Education Code 47605, 47605.6.)
3. If 15 percent or more of the students at the charter school speak a single primary language other than English, provide all notices, reports, statements, or records sent to parents/guardians in English and in that primary language. (Education Code 48985.)

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Nutrition

1. Provide breakfast and/or lunch free of charge during each school day to students requesting a meal regardless of the student's free or reduced-price meal eligibility. If the charter school participates in the National School Lunch Program ("NSLP") and School Breakfast Program ("SBP") and is a high-poverty school, as defined, the charter school shall apply to operate a federal universal meal service provision, and upon approval, apply such service (Education Code 49501.5, 49564.3) Provide each eligible student with one nutritionally adequate free or reduced-price meal during each school day, except as provided for a charter school that offers nonclassroom-based instruction. (Education Code 47613.5.)
2. If the charter school participates in the NSLP and/or SBP, notify parents/guardians within 10 days of their child's meal account reaching a negative balance; not take any action directed at a student to collect unpaid school meal fees, ensure that a student with unpaid school meal fees is not denied a meal of the student's choice, shamed, or treated differently, or served a meal that differs from other students'; and prohibit student discipline from resulting in the denial or delay of a nutritionally adequate meal. (Education Code 49557.5.)
3. If the charter school participates in the NSLP or SBP, not promote any food or beverage during the school day that does not comply with state nutritional standards pursuant to Education Code 49430-49434, and not participate in a corporate incentive program that offers free or discounted non-nutritious foods or beverages as rewards for students who reach certain academic goals (Education Code 49431.9)

Student Health

1. Adopt a policy on suicide prevention, intervention, and postvention for grades 7-12, and an age-appropriate policy for grades K-6 including the components specified by law, review the policy at least every five years (Education Code 215.)
2. Each charter school that serves students in any of grades 6-12 shall create and prominently display an age appropriate and culturally relevant poster that identifies approaches and resources about student mental health and complies with all requirements of Education Code 49428.5. (Education Code 49428.5.)
3. If the charter school serves grades 7-12 and issues student identification cards, print the telephone numbers of the National Suicide Prevention Lifeline and the National Domestic Violence Hotline on the identification cards (Education Code 215.5) Notify students and parents/guardians at least twice during the school year on how to initiate access to available student mental health services on campus or in the community in the manner required by Education Code 49428. (Education Code 49428)
4. Provide annual training on child abuse and neglect reporting requirements to employees and persons working on the charter school's behalf who are mandated reporters, within the first six weeks of each school year or within six weeks of employment. (Education Code 44691.)
5. If the charter school offers an athletic program, annually provide information sheets about concussions/head injuries and sudden cardiac arrest to student athletes and their

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parents/guardians, which must be signed and returned to the school before the athlete initiates practice or competition. In the event that an athlete is suspected of sustaining a concussion or head injury, passes out, or faints during or immediately after participation in an athletic activity, the student shall be immediately removed from the activity for the remainder of the day and shall not be permitted to return to the activity until the student is evaluated by a licensed health care provider and receives written clearance to do so. (Education Code 33479-33479.5, 49475.)

6. If the charter school offers an interscholastic athletic program, develop and post a written emergency action plan that describes procedures to be followed in the event of sudden cardiac arrest and other medical emergencies, acquire at least one automated external defibrillator (AED) for the school, and make the AED available at on-campus athletic activities or events. (Education Code 35179.4, 35179.6.)
7. If the charter school sponsors or hosts an on-campus event in or around a swimming pool that is not part of an interscholastic athletic program, provide for the presence of at least one adult with a valid certification of cardiopulmonary resuscitation training throughout the duration of the event (Education Code 35179.6)
8. Provide school nurses or other voluntary, trained personnel with emergency epinephrine auto-injectors of the type required pursuant to Education Code 49414. (Education Code 49414.)
9. If the charter school chooses to make an opioid antagonist available to persons suffering, or reasonably believed to be suffering, from an opioid overdose, comply with the requirements of Education Code 49414.3, including, but not limited to, providing training to personnel who volunteer to administer the opioid antagonist. (Education Code 49414.3.)

Student Conduct/Discipline

1. Adopt a policy on bullying and cyberbullying prevention, post specified information on bullying and harassment prevention on the charter school's website, and annually make CDE's online training module on bullying prevention available to school site certificated employees and other employees who have regular interaction with students. (Education Code 234.4, 234.6, 32283.5.)
2. Adopt and display a written policy on sexual harassment, include the policy as part of any orientation for new and continuing students, and, if serving students in grades 9 through 12, inclusive, post a poster complying with Education Code 231.6 notifying students of the policy. (Education Code 231.5, 231.6.)
3. Prohibit seclusion and behavioral restraint of students as a means of discipline, and only use such methods to control student behavior that poses a clear and present danger of serious physical harm to a student or others that cannot be immediately prevented by a less restrictive response. (Education Code 49005-49006.4.)
4. Neither recommend for expulsion a student in grades K-12 nor suspend a student in grades K-8 for disrupting school activities or otherwise willfully defying the authority of school personnel in the performance of their duties. (Education Code 48901.1.)

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5. Upon request, provide a student who is suspended for two or more days with the homework assigned during the period of suspension. If a homework assignment that is so requested and turned into the teacher by the student either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class. (Education Code 47606.2, 48913.5.)

Student and Parent/Guardian Records

1. Not collect or solicit social security numbers or the last four digits of social security numbers from students or their parents/guardians unless otherwise required to do so by state or federal law. (Education Code 49076.7.)
2. Upon written request, not include the directory information of a student or the personal information of a parent/guardian, as defined in Education Code 49061, in the minutes of a meeting of the governing body. (Education Code 49073.2.)
3. If a student subject to compulsory full-time education is expelled or leaves the charter school without graduating or completing the school year for any reason, notify the superintendent of the school district of the student's last known address within 30 days and, upon request, provide that district with a copy of the student's cumulative record, including a transcript of grades or report card, and health information. (Education Code 47605, 47605.6.)
4. If the charter school serves high school students, submit to the Student Aid Commission ("CSAC"), for use in the Cal Grant program, the grade point average ("GPA") of all students in grade 12 and verification of high school graduation or its equivalent for students who graduated in the prior academic year. However, such information shall not be submitted when students opt out or are permitted by the rules of CSAC to provide test scores in lieu of the GPA. (Education Code 69432.9, 69432.92.)
5. Update, and reissue if requested, a former student's records to include the student's updated legal name or gender, upon receipt of government-issued documentation of a change of name or gender or, if such documentation is not available, upon request in accordance with the procedure in Education Code 49070. (Education Code 49062.5, 49070.)

Facilities

1. Comply with the California Building Standards Code as adopted and enforced by the local building enforcement agency with jurisdiction over the area in which the charter school is located, unless the charter school facility meets either of the following conditions: (Education Code 47610, 47610.5)
 - a. The facility complies with the Field Act pursuant to Education Code 17280-17317 and 17365-17374.
 - b. The facility is exclusively owned or controlled by an entity that is not subject to the California Building Standards Code, including, but not limited to, the federal government.

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2. If the charter school serves students in any of grades 6-12, stock the school's restrooms at all times with an adequate supply of menstrual products available and accessible free of cost in all women's restrooms, all-gender restrooms, and in at least one men's restroom, and post notices in those restrooms in accordance with Education Code 35292.6. (Education Code 35292.6.)

Finance

1. Promptly respond to all reasonable inquiries from the District, including, but not limited to, inquiries regarding the charter school's financial records. (Education Code 47604.3.)
2. Maintain written contemporaneous records that document all student attendance and make these records available for audit and inspection. (Education Code 47612.5.)
3. Identify and report to the SPI any portion of the charter school's average daily attendance that is generated through nonclassroom-based instruction, including, but not limited to, independent study, home study, work study, and distance and computer-based education. (Education Code 47612.5, 47634.2; 5 CCR 11963.2.)
4. Annually prepare and submit financial reports to the District Board and the Superintendent in accordance with the following reporting cycle:
 - a. By July 1, a preliminary budget for the current fiscal year. For a charter school in its first year of operation, financial statements submitted with the charter petition pursuant to Education Code 47605(g) will satisfy this requirement. (Education Code 47604.33.)
 - b. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. (Education Code 47604.33.)
 - c. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31. (Education Code 47604.33.)
 - d. By September 15, a final unaudited report for the full prior year. The report submitted to the District shall include an annual statement of all the charter school's receipts and expenditures for the preceding fiscal year. (Education Code 42100, 47604.33.)
 - e. By December 15, a copy of the charter school's annual, independent financial audit report for the preceding fiscal year, unless the charter school's audit is encompassed in the District's audit. The audit report shall also be submitted to the State Controller and CDE. (Education Code 47605, 47605.6.)
5. If the charter school receives state facilities funding pursuant to the Leroy F. Greene School Facilities Act (Education Code 17070.10-17079.30), annually report a detailed list of all expenditures of state funds, and of the school's matching funds for completed projects, and submit an audit of completed facilities projects within one year of project completion (Education Code 41024.)

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Accountability

6. Annually adopt a school accountability report card. (Education Code 33126, 47612; California Constitution, Article 16, Section 8.5.)

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 11700-11705	Independent study
5 CCR 11960-11969.10	Charter schools
5 CCR 4600-4670	Uniform complaint procedures
Bus. And Prof. Code 7583.45	Training for security officers
CA Constitution Article 16, Section 8.5	Public finance; school accountability report card
CA Constitution Article 9, Section 5	Common school system
Corp. Code 5110-6910	Nonprofit public benefit corporations
Ed. Code 1006	Prohibition against school district employees serving on county board of education
Ed. Code 17070.10-17079.30	Leroy F. Greene School Facilities Act
Ed. Code 17280-17317	Field Act; approval of plans and supervision of construction
Ed. Code 17365-17374	Field Act; fitness for occupancy; liability of board members
Ed. Code 215	Suicide prevention policies
Ed. Code 215.5	Student identification cards; inclusion of safety hotlines
Ed. Code 220	Prohibition of discrimination
Ed. Code 221.61	Posting of Title IX information on website
Ed. Code 221.9	Sex equity in competitive athletics
Ed. Code 222	Reasonable accommodations; lactating students
Ed. Code 222.5	Pregnant and parenting students; notification of rights
Ed. Code 231.5	Sexual harassment policy
Ed. Code 234.4	Mandated policy on bullying prevention
Ed. Code 234.6	Bullying and harassment prevention information
Ed. Code 234.7	Student protections relating to immigration and citizenship status
Ed. Code 243	Prohibition of discrimination; instructional materials
Ed. Code 32280-32289.5	School safety plans
Ed. Code 32283.5	Bullying; online training
Ed. Code 33353	California Interscholastic Federation; standardized incident form
Ed. Code 33479-33479.9	The Eric Parades Sudden Cardiac Arrest Prevention Act
Ed. Code 35120	Student board membership
Ed. Code 35179.4-35179.6	Interscholastic athletic programs, safety; swimming pool safety that is not part of interscholastic athletic program
Ed. Code 35183.1	Graduation ceremonies; tribal regalia or recognized object of

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State	Description
Ed. Code 35292.6	religious/cultural significance
Ed. Code 35330	Stocking of menstrual products
Ed. Code 38001.5	Field trips and excursions; student fees
Ed. Code 38080-38086	Training for security officers
Ed. Code 39831.3	School meals
Ed. Code 39843	Transportation safety plan
	Disciplinary action against bus driver; report to Department of Motor Vehicles
Ed. Code 41024	Report of expenditure of state facility funds
Ed. Code 42100	Annual statement of receipts and expenditures
Ed. Code 44030.5	Reporting change in employment status due to alleged misconduct
Ed. Code 44237	Criminal record summary
Ed. Code 44691	Information on detection of child abuse; annual training
Ed. Code 44830.1	Certificated employees; conviction of a violent or serious felony
Ed. Code 45122.1	Classified employees; conviction of a violent or serious felony
Ed. Code 45125.1	Criminal records summary; employees of contracting entity
Ed. Code 46015	Accommodations for pregnant and parenting pupils
Ed. Code 46015	Accommodations for pregnant and parenting students; parental leave
Ed. Code 46390-46393	Emergency average daily attendance
Ed. Code 47600-47616.7	Charter Schools Act of 1992
Ed. Code 47634.2	Nonclassroom-based instruction
Ed. Code 47640-47647	Special education funding for charter schools
Ed. Code 47651	Apportionment of funds; charter schools
Ed. Code 48000	Minimum age of admission for kindergarten; transitional kindergarten
Ed. Code 48010	Minimum age of admission to first grade
Ed. Code 48206.3-48208	Students with temporary disabilities; individual instruction
Ed. Code 48850-48859	Students in foster care and students experiencing homelessness
Ed. Code 48850-48859	Education of foster youth and homeless students
Ed. Code 48900	Grounds for suspension or expulsion
Ed. Code 48901.1	Suspension and expulsion; willful defiance
Ed. Code 48907	Exercise of free expression; time, place, and manner rules and regulations
Ed. Code 48913.5	Suspended students; homework assignments
Ed. Code 48950	Speech and other communication
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 49005-49006.4	Seclusion and restraint
Ed. Code 49010	Student fees
Ed. Code 49011	Student fees; definition
Ed. Code 49014	Public School Fair Debt Collection Act
Ed. Code 49061	Definitions; directory information
Ed. Code 49062.5	Student records; name or gender change
Ed. Code 49070	Challenging student records

BOARD POLICY

Placentia-Yorba Linda Unified School District

State	Description
Ed. Code 49073.2	Privacy of student and parent/guardian personal information; minutes of board meeting
Ed. Code 49076.7	Student records; data privacy; social security numbers
Ed. Code 49110	Authority to issue work permits
Ed. Code 49381	Human trafficking prevention
Ed. Code 49406	TB risk assessment
Ed. Code 49414	Epinephrine auto-injectors
Ed. Code 49414.3	Administration of opioid antagonist
Ed. Code 49428	Notification of mental health services
Ed. Code 49428.5	Employment of medical personnel
Ed. Code 49430-49434	The Pupil Nutrition, Health, and Achievement Act of 2001
Ed. Code 49431.9	Prohibition of advertisement of non-nutritious foods
Ed. Code 49475	Health and safety; concussions and head injuries
Ed. Code 49501.5	Free breakfast and lunch to all students
Ed. Code 49550-49564.5	Meals for needy students
Ed. Code 49557.5	Child Hunger Prevention and Fair Treatment Act of 2017
Ed. Code 49564.3	Provision of federal universal meal service
Ed. Code 49603	On campus access to employers and military services
Ed. Code 49700-49701	Education of children of military families
Ed. Code 51224.7	Mathematics placement policy
Ed. Code 51225.1-51225.2	Exemption from local graduation requirements; acceptance of coursework
Ed. Code 51225.3	High school graduation requirements
Ed. Code 51225.6	Instruction in cardiopulmonary resuscitation; districts that require health education for graduation
Ed. Code 51225.7-51225.8	Completion and submission of the Free Application for Federal Student Aid and California Dream Act Application
Ed. Code 51413	Diploma of graduation without passage of high school exit examination
Ed. Code 51744-51749.6	Independent study
Ed. Code 51925-51929	Mandatory mental health education
Ed. Code 51930-51939	California Healthy Youth Act
Ed. Code 52052	Accountability; numerically significant student subgroups
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 52075	Uniform complaint procedures
Ed. Code 52770	College and career fairs; community college districts
Ed. Code 52770	College and career fairs
Ed. Code 56026	Special education
Ed. Code 56040.3	Availability of assistive technology device
Ed. Code 56145-56146	Special education services in charter schools
Ed. Code 56365-56366.12	Nonpublic, nonsectarian schools
Ed. Code 56521.1-56521.2	Emergency Interventions
Ed. Code 60600-60649	Assessment of academic achievement
Ed. Code 64000	Categorical programs included in consolidated application
Ed. Code 64001	School plan for student achievement; consolidated application programs
Ed. Code 65000-65001	School site councils

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Placentia-Yorba Linda Unified School District

State

Ed. Code 69432.9-69432.92

Gov. Code 1090-1099

Gov. Code 3540-3549.3

Gov. Code 3555-3559

Gov. Code 54950-54963

Gov. Code 7920.000-7930.215

Gov. Code 81000-91014

H&S Code 104420

H&S Code 104559

Lab. Code 1198.5

Lab. Code 3074.2

Pen. Code 1192.7

Pen. Code 667.5

Veh. Code 28160

Description

[Cal Grant program; notification of grade point average and high school graduation](#)

[Prohibitions applicable to specified officers](#)

[Educational Employment Relations Act](#)

[Public employee communication, information and orientation](#)

[The Ralph M. Brown Act](#)

[California Public Records Act](#)

[Political Reform Act](#)

[Tobacco Use Prevention Education grant program](#)

[Tobacco-free schools](#)

[Personnel records related to performance and grievance](#)

[College and career fairs; notice to apprenticeship programs](#)

[Definition of serious felony](#)

[Definition of violent felony](#)

[Child safety alert system](#)

Federal

20 USC 1681-1688

20 USC 6311

20 USC 7221-7221j

34 CFR 200.1-200.78

42 USC 11431-11435

Description

Title IX of the Education Amendments of 1972;
discrimination based on sex

[State plan](#)

Charter schools

Accountability

McKinney-Vento Homeless Assistance Act

Management Resources

Attorney General Opinion

Attorney General Opinion

Attorney General Opinion

Attorney General Opinion

Attorney General Opinion

CA Office of Administrative

Hearings Decisions

California Department of

Education Publication

California Department of

Education Publication

California Dept. of Pesticide

Reg. Publication

California Interscholastic

Federation Publication

Court Decision

CSBA Publication

CSBA Publication

CSBA Publication

Description

104 Ops.Cal.Atty.Gen. 66 (2021)

101 Ops.Cal.Atty.Gen. 92 (2018)

78 Ops.Cal.Atty.Gen. 297 (1995)

89 Ops.Cal.Atty.Gen. 166 (2006)

80 Ops.Cal.Atty.Gen. 52 (1997)

Student v. Horizon Instructional Systems Charter School

(2012) OAH Case No. 2011060763

Pupil Fees, Deposits, and Other Charges, Fiscal Management

Advisory 20-01, July 23, 2020

[California School Accounting Manual](#)

School District Integrated Pest Management Plan Template

[Pursuing Victory with Honor, 1999](#)

Ridgecrest Charter School v. Sierra Sands Unified School District (2005) 130 Cal.App.4th 986

Charter Schools: A Guide for Governance Teams, rev. 2021

Charter Schools in Focus, Issue 2: Ensuring Effective

Oversight, Governance Brief, October 2017

Uncharted Waters: Recommendations for Prioritizing Student

Achievement and Effective Governance in California's

BOARD POLICY

Placentia-Yorba Linda Unified School District

Management Resources

U.S. DOE Guidance

Website

Website

Website

Website

Website

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Cross References

0420.4

0420.4

0420.42

0420.43

0500

1312.3

1312.3

1431

6162.51

6162.51

7160

7160

Description

Charter Schools, September 2018

Charter Schools Program: Title V, Part B of the ESEA,
Nonregulatory Guidance, January 2014

[CSBA District and County Office of Education Legal
Services](#)

[U.S. Department of Agriculture](#)

[National Suicide Prevention Lifeline](#)

[National Domestic Violence Hotline](#)

[California State Teachers Retirement System](#)

[California Public Employees Retirement System](#)

California Department of General Services, Office of
Administrative Hearings

[California Commission on Teacher Credentialing](#)

California Commission on Peace Officer Standards and
Training

California Bureau of Security and Investigative Services

[California Department of Pesticide Regulation](#)

[California State Controller](#)

[California Student Aid Commission](#)

[National Association of Charter School Authorizers](#)

[California Charter Schools Association](#)

[California Department of Education, Charter Schools](#)

[California Interscholastic Federation](#)

[California Office of the Attorney General](#)

[CSBA](#)

[U.S. Department of Education](#)

Description

[Charter School Authorization](#)

[Charter School Authorization](#)

[Charter School Renewal](#)

[Charter School Revocation](#)

[Accountability](#)

[Uniform Complaint Procedures](#)

[Uniform Complaint Procedures](#)

[Waivers](#)

[State Academic Achievement Tests](#)

[State Academic Achievement Tests](#)

[Charter School Facilities](#)

[Charter School Facilities](#)

BOARD POLICY

Placentia-Yorba Linda Unified School District

0420.43 - BP

Philosophy/Goals/Objectives

CHARTER SCHOOL REVOCATION

The Governing Board expects any charter school it authorizes to provide a sound educational program that promotes student learning and to carry out its operations in a manner that complies with law, the terms of its charter and any memoranda of understanding. The Board may revoke a charter in accordance with law.

The Board may revoke a charter if it finds through a showing of substantial evidence, that the charter school has done any of the following: (Education Code § 47607(f)(1)-(4))

1. Committed a material violation of any of the conditions, standards, or procedures set forth in the charter
2. Failed to meet or pursue any of the student outcomes identified in the charter
3. Failed to meet generally accepted accounting principles or engaged in fiscal mismanagement
4. Violated any provision of law

When the Board determines, in writing, that any violation under Education Code § 47607(f) constitutes a severe and imminent threat to the health or safety of students, the Board may immediately revoke the school's charter. When such a determination is made, the Board shall approve and deliver to the charter school's governing body, the County Board of Education, and the California Department of Education (CDE), a Notice of Revocation by Determination of a Severe and Imminent Threat to Pupil Health or Safety as detailed in 5CCR §§ 11865 and 11968.5.3. (Education Code § 47607; 5 CCR § 11968.5.3)

In all other circumstances, the Board may revoke a charter after providing the due process and using the procedures set forth in Education Code § 47607(g) and (h) and its implementing regulations. (Education Code § 47607(g), (h) and 5 CCR § 11968.5.2)

The Board shall also consider revoking the charter of any charter school for which the California Collaborative for Educational Excellence (CCEE) has provided advice and assistance pursuant to Education Code § 47607.3 if CCEE has issued either of the following findings: (Education Code § 47607.3)

1. That the charter school has failed or is unable to implement the recommendations of the CCEE; or
2. That the inadequate performance of the charter school, as based on the California School Dashboard, is so persistent or acute as to require revocation of the charter

Appeals

If the Board revokes a charter the charter school may, within 30 days of the Board's final decision, appeal the revocation to the County Board. The County Board's decision may subsequently be

BOARD POLICY

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appealed to the State Board of Education by either the charter school or the district. However a revocation based upon the findings of CCEE pursuant to Education Code § 47607.3 may not be appealed (Education Code §§ 47607, 47607.3; 5 CCR §11968.5.3- 11968.5.5)

If the revocation decision is reversed on appeal, the agency that granted the charter shall continue to be the chartering authority. (Education Code § 47607(k))

School Closure

Should a school's charter be revoked, or should the charter school cease operating for any reason, the District shall notify the California Department of Education within 10 calendar days of the official action closing the charter school.

If a charter school ceases operation due to revocation or for any other reason, the charter school shall implement the school closure procedures specified in the charter and/or memorandum of understanding in accordance with Education Code § 47605(c)(5)(O) and 5 CCR §11962. (Education Code § 47603.32)

Legal Reference:

EDUCATION CODE

47600-47616.7 Charter Schools Act of 1992, especially:
47607 Charter renewals and revocations
52052 Accountability; numerically significant student subgroup

CODE OF REGULATIONS, TITLE 5

11960-11969 Charter schools, especially:
11968.5-11968.5.5 Charter revocations

COURT DECISIONS

Today's Fresh Start, Inc. v. Los Angeles County Office of Education, (2013) 57 Cal.4th 197
American Indian Model Schools v. Oakland Unified School District, (2014) 227 Cal.App.4th 258

Management Resources:

CSBA PUBLICATIONS

The Role of the Charter School Authorizer, Online Course
Charter Schools: A Manual for Governance Teams, rev. 2012

WEB SITES

CSBA: <http://www.csba.org>
California Charter Schools Association: <http://www.ccsa.org>
California Department of Education, Charter Schools: <https://www.cde.ca.gov/sp/ch/index.asp>
National Association of Charter School Authorizers: <http://www.qualitycharters.org>
U.S. Department of Education: <http://www.ed.gov>

Policy adopted: TBD

BOARD POLICY

Placentia-Yorba Linda Unified School District

Philosophy/Goals/Objectives

0420.42 - BP

CHARTER SCHOOL RENEWAL

The Governing Board believes that the ongoing operation of a charter school should be dependent on the school's effectiveness in achieving its mission and goals for student learning and other student outcomes. Whenever a charter school submits a petition for renewal of its charter, the Board will review the petition thoroughly and in a timely manner. The Board shall consider renewal petitions only of charters originally authorized by the Board itself or pursuant to Education Code § 47605.9(b) for charters that were previously approved by the State Board of Education (SBE)

The Board shall deny the renewal petition of any charter school operated as or by a for-profit corporation, a for-profit educational management organization, or a for-profit charter management organization. (Education Code § 47604(b))

When a charter school, concurrently with its renewal petition, proposes to expand operations to one or more additional sites or grade levels, the charter school shall request a material revision to its charter. The material revision may be made only with the approval of the Board and in accordance with the standards and criteria in Education Code § 47605 for material revisions. (Education Code § 47607(a)(3))

The Board recommends that a charter school submit its petition for renewal to the Board sufficiently early before the expiration of the term of the charter to allow the Board's deliberations and decision on the renewal petition to be completed with minimal disruption to the charter school's educational program in the renewal year. The timing of submittal and the form and number of copies of the renewal submission shall conform with the provisions of AR 0420.4.

The petition for renewal shall include a reasonably comprehensive description of how the charter school has met all new charter school requirements enacted into law after the charter was originally granted or last renewed, and as necessary to reflect the current programs offered by the charter. (Education Code § 47607(b); 5 CCR 11966.4)

Criteria for Granting or Denying Renewal

Renewals shall be governed by the same standards and criteria that apply to new charter petitions as set forth in Education Code § 47605. However, a charter renewal shall not be denied based on the fiscal impact of the charter school on the District or a finding that the charter school is demonstrably unlikely to serve the interests of the entire community in which the school is located as described in Education Code § 47605 (Education Code § 47607(a)(b).)

The signature requirement for charter authorization petitions is not applicable to petitions for renewal. (Education Code § 47607; 5 CCR 11966.4)

As an additional criterion for determining whether to grant a charter renewal, the Board shall consider the performance of the charter school on the state and local indicators included on the California School Dashboard. (Education Code § 47607(c)(1).) For this additional criterion, Education Code §§ 47607(c) and 47607.2 require a determination of whether a charter school

BOARD POLICY

Placentia-Yorba Linda Unified School District

seeking renewal is in the high, middle, or low performance category based on these performance results, or is a Dashboard Alternative Accountability System ("DASS") school, and renewal of the charter petition may be granted in accordance with this tiered system as specified in those Education Code § provisions, and generally summarized, as follows:

1. Renewal of Five to Seven Years (Education Code § 47607(c)(2))
 - a. A charter school that is not eligible for technical assistance pursuant to Education Code § 47607.3 shall be granted renewal for a period of five to seven years when, for two consecutive years immediately preceding the renewal or for two of the most recent years for which state data is available preceding the renewal if the two consecutive years immediately preceding the renewal decision include the 2019-20 or 2020-21 school year, the charter school achieved either of the following: (Education Code § 47607)(c)(2)(A)-(E)
 1. For all measurements of academic performance, received performance levels schoolwide that are the same or higher than the state average and, for a majority of numerically significant student subgroups performing statewide below the state average in each respective year, received performance levels that are higher than the state average; or
 2. Received the two highest performance levels schoolwide on all the state indicators included in the Dashboard for which the charter school receives performance levels.
 - b. If the charter school satisfies the above criteria, it shall only be required to update the renewal petition to include a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed and, as necessary, to reflect the current program offered by the charter school. (Education Code § 47607 (c)(2)(F))
2. Denial with Option for Two-Year Renewal (Education Code § 47607.2(a))
 - a. The Board shall generally not renew a charter if, for two consecutive years immediately preceding the renewal decision, or for two of the most recent years for which state data is available immediately preceding the renewal if the two consecutive years immediately preceding the renewal decision include the 2019-20 or 2020-21 school year either of the following applies: (Education Code § 47607.2)
 1. The charter school has received the two lowest performance levels schoolwide on all the state indicators included in the

BOARD POLICY

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Dashboard for which it receives performance levels.

2. For all measurements of academic performance, the charter school has received performance levels schoolwide that are the same or lower than the state average and, for a majority of numerically significant student subgroups performing statewide below the state average in each respective year, received performance levels that are lower than the state average.
- b. However, the Board may grant a two-year renewal to any such charter school if the Board makes written factual findings, setting forth specific facts to support the findings, that: (Education Code § 47607.2(a)(4)-(6)):
 1. The charter school is taking meaningful steps to address the underlying causes of low performance, and those steps are reflected, or will be reflected, in a written plan adopted by the governing body of the charter school; and
 2. Clear and convincing evidence, demonstrated by verified data from sources adopted by the State Board of Education, showing either of the following:
 - a. Measurable increases in academic achievement, as defined by at least one year's progress for each year in school; or
 - b. Strong postsecondary outcomes, as defined by college enrollment, persistence, and completion rates equal to similar peers.
3. Renewal of Five Years (Education Code § 47607.2(b))
 - a. A renewal for five years may be granted to charters for which the criteria in sections 1 and 2 above do not apply. The Board shall consider schoolwide performance and performance of all pupil subgroups on the state indicators included on the Dashboard and the performance of the charter school on the local indicators included in the Dashboard. The Board shall provide greater weight to performance of measurements of academic performance in determining whether to grant renewal. (Education Code § 47607(b)(1)(2)(7))
 - b. The Board shall also consider if clear and convincing evidence, demonstrated by verified data from sources adopted by the State Board of Education, shows either of the following: (Education Code § 47607.2(b)(3)(4))
 1. Measurable increases in academic achievement, as defined by at

BOARD POLICY

Placentia-Yorba Linda Unified School District

- least one year's progress for each year in school; or
2. Strong postsecondary outcomes, as defined by college enrollment, persistence, and completion rates equal to similar peers.
 - c. For any such charter school, the Board may deny the renewal petition upon making written factual findings that the charter school failed to meet or make sufficient progress toward meeting standards that provide a benefit to students at the school, that the closure of the charter school is in the best interest of students, and that the Board's decision provided greater weight to performance on measurements of academic performance. (Education Code § 47607.2(b)(6))
 4. A charter school that qualifies for the state's Dashboard Alternative School Status shall not be subject to any of the above criteria. Instead, in determining whether to grant a charter renewal for such a charter school, the Board shall consider in addition to the charter school's performance on the state and local indicators included in the Dashboard, the charter school's performance on alternative metrics applicable to the charter school based on the student population served. The Board shall meet with the charter school during the first year of the charter school's term to mutually agree to discuss alternative metrics to be considered and shall notify the charter school of the alternative metrics to be used within 30 days of this meeting. The Board may deny a charter renewal only upon making written findings, setting forth specific facts to support the findings, that the closure of the charter school is in the best interest of students. (Education Code § 47607)

In addition to all the grounds stated above for denial of a charter renewal, the Board may deny renewal of a charter upon a finding that the school is demonstrably unlikely to successfully implement the program set forth in the petition due to substantial fiscal or governance factors or a finding that the school is not serving all students who wish to attend. When denying a charter renewal for either of these reasons, the Board shall provide the charter school at least 30 days' notice of the alleged violation and a reasonable opportunity to cure the violation including the submission of a proposed corrective action plan. The Board may deny the renewal for these reasons only upon a finding that either the corrective action proposed by the charter school has been unsuccessful or that the violations are sufficiently severe and pervasive as to render a corrective action plan unviable. Any finding that a school is not serving all students who wish to attend shall specifically identify the evidence supporting the finding such as data provided by the California Department of education reflecting pupil enrollment patterns and any substantiated complaints that the charter school has not complied with Education Code § 47605(c)(5)(J). (Education Code § 47607) When determining whether to grant renewal, the board shall review data reflecting people movement patterns and data provided by the California Department of education and any substantiated complaints that the charter school has not complied with Education Code § 47605(c)(5)(J).

BOARD POLICY

Placentia-Yorba Linda Unified School District

Timelines for Board Action

Within 60 days of receiving the renewal petition, the Board shall hold a public hearing to review documentation submitted by the charter school, and obtain public input from district teachers, other district employees, and parents. A petition is deemed received on the day the petitioner submits a petition to the district office, along with a signed certification that the petitioner deems the petition to be complete. (Education Code § 47605(b))

The Board shall either grant or deny the charter renewal within 90 days of receiving the petition. The date may be extended by an additional 30 days if both the petitioner and the Board agree to the extension. (Education Code § 47605) The Board hereby grants authority to the Superintendent or designee to agree in writing to an extension of time to act on a renewal request. (Education Code § 47605(b))

At least 15 days before the public hearing at which the Board will grant or deny the charter petition the Board shall publish all staff recommendations and recommended findings regarding the petition. During the public hearing to grant or deny the renewal, petitioners shall have equal time and opportunity to present evidence and testimony to respond to the staff recommendations and findings. (Education Code § 47605)

The Superintendent or designee shall provide notification to the California Department of Education, within 10 calendar days of the Board's action, whenever a renewal of the charter is granted or denied. (Education Code § 47604.32; 5 CCR 11962.1)

If the Board denies a renewal petition, the charter school may appeal the decision pursuant to the procedures pertaining to denial of a petition to establish a charter school provided in Education Code § 47605(k) for review in accordance with Education Code § 47607 (Education Code § 47605.5(a)).

School Closure

If a charter is not renewed and the charter school ceases operation, the charter school shall implement the closure procedures specified in the charter in accordance with Education Code § 47605 and 5 CCR 11962. (Education Code §§ 47604.32, 47605)

Legal Reference:

EDUCATION CODE

47600-47616.7 Charter Schools Act of 1992

52052 Alternative accountability system; definition of numerically significant student subgroup

56145-56146 Special education services in charter schools

60600-60649 California Assessment of academic achievement

CODE § OF REGULATIONS, TITLE 5

11960-11969 Charter schools

UNITED STATES CODE, TITLE 20

7221-7221j Charter schools

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Management Resources:

CSBA PUBLICATIONS

The Role of the Charter School Authorizer, Online Course

Charter Schools: A Manual for Governance Teams, rev. 2016

WEB SITES

CSBA: <http://www.ccsa.org>

California Charter Schools Association: <http://www.calcharters.org>

California Department of Education, Charter Schools: <http://www.cde.ca.gov/sp/ch>

National Association of Charter School Authorizers: <http://www.qualitycharters.org>

U.S. Department of Education: <http://www.ed.gov>

Policy adopted: IBO

BOARD POLICY

Placentia-Yorba Linda Unified School District

Facilities

Philosophy/Goals/Objectives

7160 - BP

CHARTER SCHOOL FACILITIES

Upon request by a charter school operating within the district, the Governing Board shall provide facilities in accordance with law, Board policy, and administrative regulation.

Facilities to be used by a charter school shall be specified in the school's charter pursuant to Education Code § 47605 and also may be addressed in a written memorandum of understanding between the district and charter school.

As applicable, charter school facilities shall comply with the California Building Standards Code adopted by the local building enforcement agency pursuant to Title 24 of the California Code of Regulations or the Field Act pursuant to Education Code §§ 17280-17317 and 17365-17374. (Education Code §§ 47610, 47610.5(a))

A charter school must be operating in the district as defined in Education Code § 47614 before it submits a request for facilities. A new or proposed charter school operating within the district is eligible to request facilities for a particular fiscal year only as provided for in law. (5 CCR. 11969.9)

Upon timely and legally compliant request submitted pursuant to Education Code § 47614 and its implementing regulations, the Board shall make facilities available to an eligible charter school operating in the district, as defined in law and administrative regulation and the facilities shall comply with applicable legal requirements. The charter school shall distribute a reasonable number of copies of the written request to parents/guardians, school staff, and/or other interested parties, or shall otherwise make the request available for review. (Education Code § 47614; 5 CCR 11969.1-11969.10)

The district shall not be required to use unrestricted general fund revenues to rent, buy, or lease facilities for charter schools. (Education Code § 47614(b)(1))

The Superintendent or designee may assist eligible charter schools in applying for state facilities funding for new construction or rehabilitation of facilities pursuant to Education Code § 17078.52-17078.66 and/or for rent and lease expenditures pursuant to Education Code § 47614.5.

Legal Reference:

EDUCATION CODE

17070.10-17079.30 Leroy F. Greene School Facilities Act of 1998, including:

17078.52-17078.66 Charter schools facility funding; state bond proceeds

17280-17317 Field Act

17365-17374 Field Act, fitness for occupancy

46600 Interdistrict attendance agreements

47600-47616.5 Charter Schools Act

48204 Residency requirements for school attendance

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GOVERNMENT CODE

53094 Authority to render zoning ordinance inapplicable

53097.3 Charter school ordinances

CODE OF REGULATIONS, TITLE 2

1859.2 Definitions relating to the Leroy F. Greene School Facilities Act of 1998

1859.31 Classroom inventory

1859.160-1859.172 Charter school facilities program, new construction

CODE OF REGULATIONS, TITLE 5

11969.1-11969.10 Charter school facilities

COURT DECISIONS

Bullis Charter School v. Los Altos School District, (2011) 200 Cal.App.4th 1022

Ridgecrest Charter School v. Sierra Sands Unified School District, (2005) 130 Cal.App.4th 986

Sequoia Union High School District v. Aurora Charter High School (2003) 112 Cal.App.4th 185

ATTORNEY GENERAL OPINIONS

80 Ops.Cal.Atty.Gen. 52 (1997)

WEB SITES

CSBA: <https://www.csba.org>

California Charter Schools Association: <https://www.ccsa.org>

California Department of Education, Charter Schools: <https://www.cde.ca.gov/sp/ch/index.asp>

Coalition for Adequate School Housing: <http://www.cashnet.org>

Office of Public School Construction: <https://www.dgs.ca.gov/OPSC>

Policy adopted: TBD

RESOLUTION NO. 24-23, SUPPORTING TITLE IX AND FAIRNESS IN GIRLS' INTERSCHOLASTIC SPORTS

Background

Title IX passed as a landmark federal law intended to eliminate discriminatory practices based on sex in educational institutions that receive federal funding in such areas as admissions, academics, athletics, and facilities. In sports, Title IX was particularly significant because it addressed the disparities in athletic opportunities between men and women. The intent was to ensure that women had the same opportunities as men to participate, compete, and succeed in educational and athletic programs. Title IX acknowledged that while there were inherent biological differences, those differences should not translate into unequal treatment or lack of access. The goal was to dismantle barriers that kept women from reaching their full potential in sports and other educational pursuits and to ensure that both male and female athletic programs have equitable access to opportunities, funding, facilities, and resources.

Financial Impact

None

**PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 24-23**

**RESOLUTION NO. 24-23, SUPPORTING TITLE IX AND FAIRNESS IN GIRLS'
INTERSCHOLASTIC SPORTS**

WHEREAS, The Placentia-Yorba Linda Board of Education is committed to fairness, equity, and the safety of all students and athletes.

WHEREAS, Women, girls, and their families in our community have raised concerns about the current state of female athletics and asked our board to use our voice and advocate for them

WHEREAS, Policies regarding athletic participation have been the subject of national and state-level discussions, and concerns have been raised regarding competitive fairness and safety in women's sports.

WHEREAS, The participation of biological males (males assigned at birth) in women's sports has raised concerns about maintaining competitive balance, ensuring athlete safety, and preserving opportunities for female athletes. Title IX was hard fought fifty years ago and put in place to protect women and provide fair opportunities, and should not be trampled upon.

WHEREAS, The Placentia-Yorba Linda Board of Education affirms its commitment to supporting and promoting opportunities for female athletes in accordance with applicable laws and regulations.

THEREFORE, BE IT RESOLVED, The Placentia-Yorba Linda Board of Education supports policies that restrict participation in women's sports to athletes who are biological females, in order to promote competitive fairness, athlete safety, and the integrity of women's athletics. This position shall be advanced within the scope of the Board's authority and in compliance with Title IX and federal law.

Approved, passed, and adopted this 6th day of May 2025 at a regular meeting of the Board of Education by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

State of California)
)
County of Orange)

The above and foregoing Resolution was duly and regularly adopted by said Board at a regular meeting thereof held on the 5th day of , 2022 and passed by a majority vote of said Board.

Marilyn Anderson
President, Board of Education

Todd Frazier
Clerk, Board of Education

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 6, 2025**

**IN LIEU OF PROPOSITION 39 FACILITY USE AGREEMENT, MAGNOLIA SCIENCE ACADEMY-
ORANGE COUNTY CHARTER SCHOOL AND MAGNOLIA EDUCATION AND RESEARCH
FOUNDATION**

Background

On November 1, 2024, the District received a facility request from Magnolia Science Academy – Orange County Charter School. In order to fulfill the District's legal obligations under Education 47614 (commonly referred to as Prop 39), the District will enter into an in lieu of Proposition 39 facility use agreement with Magnolia Science Academy Charter School whereby this charter school will have the use of seven portable classrooms, a boys' and girls' restroom and shared use of field space on the west campus of Esperanza High School. The facility use agreement will begin August 1, 2025 and the agreement specifies the obligations of both parties during the term of the agreement.

**IN LIEU OF PROPOSITION 39 FACILITIES USE AGREEMENT BY AND AMONG
PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT,
MAGNOLIA SCIENCE ACADEMY – ORANGE COUNTY CHARTER SCHOOL, AND
MAGNOLIA EDUCATION & RESEARCH FOUNDATION AND**

THIS AGREEMENT (“Agreement”) is made and entered into by and between the Placentia-Yorba Linda Unified School District, a public school district organized and existing under the laws of the State of California (“District”) and Magnolia Science Academy – Orange County Charter School, a California public charter school, and Magnolia Education & Research Foundation, a California non-profit public benefit corporation (hereinafter Magnolia Science Academy – Orange County Charter School and Magnolia Education & Research Foundation, are collectively and interchangeably referred to as the “Charter School”) as of the later of the date upon which it is approved by the governing boards of the District and the Charter School or the date upon which it is fully executed by the duly authorized representatives of the parties (the “Effective Date”). The District and Charter School are collectively referred to as “the Parties.”

RECITALS

WHEREAS, Charter School received approval of its Petition and Charter (“Charter”) from the Orange County Department of Education;

WHEREAS, Magnolia Science Academy – Orange County Charter School is operated and governed by Magnolia Education & Research Foundation. Throughout this Agreement and any appendices or exhibits hereto, any and all references to Magnolia Science Academy – Orange County Charter School, Magnolia Education & Research Foundation, and/or the Charter School, by any name or designation, shall apply with full force and effect to the school itself and the nonprofit corporation, to the extent that they are separate entities, and for all purposes related to this Agreement, both the school and the corporation shall be fully obligated to comply with and be responsible and liable for Charter School’s obligations, duties, and responsibilities pursuant to this Agreement;

WHEREAS, on or about November 1, 2024, the Charter School submitted to the District a request for facilities (the “Proposition 39 Request”) under the provisions of Education Code Section 47614 and its implementing regulations set forth in Title 5 of the California Code of Regulations (“5 C.C.R.”) Section 11969.1 *et seq.* (collectively “Proposition 39”) for the 2025-2026 school year;

WHEREAS, the District and Charter School desire to enter into this Agreement in lieu of complying with Proposition 39 procedures and requirements;

WHEREAS, the Parties agree Charter School will occupy a portion of the District’s Esperanza Site, located at 1830 Kellogg Dr, Anaheim, California 92807 (“Esperanza Site” shall refer to the total site, “Subject Property” shall refer to that portion to be used by the Charter School and includes teaching stations, specialized classroom space, and non-teaching station space; and “Shared Space” shall refer to that portion within the Esperanza Site offered to the Charter School for shared use), as marked and depicted in Exhibit “A” hereto and incorporated herein by this reference, for the 2025-2026 academic year, pursuant to the conditions set forth below;

WHEREAS, assuming Charter School's request meets the statutory requirements of Government Code Section 53094, the District agrees to subsequently consider and take action to approve Charter School's request for a zoning exemption related to a specific non-District property within the District's boundaries in advance of Charter School's 2026-2027 school year;

WHEREAS, the Parties desire to set forth the terms and conditions herein, pursuant to which the Charter School will occupy and use facilities at the Esperanza Site for the 2025-2026 school year and potentially 2026-2027 school year, and Charter School's right to request and/or use District facilities for the term (as defined below) of this Agreement.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the Parties agree as follows:

1. Use of the Subject Property. District agrees to allow Charter School use of the Subject Property, for the sole purpose of operating the Charter School educational program as set forth in the Charter, which shall also include Charter School's Saturday School held between 8 a.m. and 1 p.m. and other special events throughout the school year, and associated uses such as after-school programs. Charter School's right to use of the Subject Property shall be for the 2025-2026 school year, beginning on August 1, 2025, and shall conclude on June 30, 2026. All maintenance and operations services to be provided by the District under this Agreement shall be provided subject to regularly scheduled District working hours. Charter School hereby acknowledges and agrees that it is in the process of acquiring a non-District private facility within the District's boundaries. If, by May 1, 2026, Charter School notifies the District in writing pursuant to Section 18, that it needs additional time at the Subject Property, the District agrees to allow Charter School continued use of the Subject Property, for the entirety of the 2026-2027 school year subject to the same terms and conditions of this Agreement, with the exception of an updated calculation to the fees being charged to Charter School pursuant to 5 CCR Section 11969.7.

A. Term. The term of this Agreement shall commence upon the Effective Date and shall expire and terminate on June 30, 2035 ("Term"), unless terminated earlier per the terms of this Agreement.

B. Reversion of Subject Property to District. Unless terminated earlier or extended as permitted per the terms of this Agreement, on July 1, 2026, the right to use and occupation of the Subject Property and the facilities and District equipment thereon, if any, shall revert to the District. Unless terminated earlier or extended as permitted per the terms of this Agreement, as of July 1, 2026, the District shall recoup the full rights and benefits of its ownership of the Subject Property, including, but not limited to, use of such Subject Property for District programs and services.

C. District Consideration and Action to Approve Charter School Requested Zoning Exemption. Charter School hereby acknowledges and agrees that it will be seeking to acquire non-District private facilities within the District's boundaries to house its entire educational program for the 2026-2027 school year and beyond. Pursuant to this understanding, assuming Charter School's non - District site meets all statutory requirements of Government Code Section 53094, the District agrees to consider and take action to approve Charter School's request for a zoning exemption of a non-District facility within District boundaries upon sixty (60) days of receipt of such request from Charter School. The District's failure to take such action because of Charter School's failure to find and/or locate a non-

District facility in advance of its 2026-2027 school year shall not be considered a default of the District's obligations and/or responsibilities under this Agreement. Upon the Effective Date of this Agreement, Charter School shall provide quarterly updates to the District regarding its efforts to find and/or locate a non-District facility. If the Charter School fails to find and/or locate a non-District facility that the Charter School determines in its reasonable discretion is financially feasible, suitable for occupancy, able to be improved and permitted by the start of the 2027-28 school year, and/or acceptable to Charter School for any other factors reasonably considered by Charter School by October 31, 2026 (or a later date if subsequently agreed to by both the District Superintendent or designee and the Charter School), and/or District does not approve a zoning exemption by such date, Charter School shall have the right to terminate this Agreement upon providing written notice pursuant to Section 18.

D. Civic Center Act. Except as otherwise stated in this Agreement, after 6:30 pm during the week and all day on weekends and holidays, the Subject Property shall be subject to use by the public pursuant to the Civic Center Act (Education Code Section 38131 *et seq.*) and/or any joint use or recreational program use that has been deemed appropriate by the District. Charter School and District shall meet prior to the beginning of each semester to schedule Charter School activities directly related to the Charter School's educational program (such as back to school nights, board meetings, school plays, and similar) during the times otherwise subject to use pursuant to the Civic Center Act or other use deemed appropriate by the District. For any use not scheduled at the beginning of the semester, or for any use not directly related to the Charter School's educational program, as provided for in the Charter, Charter School must submit a facilities request through the District's online system. The Charter School shall not pay any additional costs for its use of the Subject Property related to its program as contemplated by its Charter pursuant to this process. Civic Center Act use requests, for use of the Subject Property by users other than Charter School, shall be evaluated and handled by the District, but coordinated with the Charter School as appropriate. The District will consult with Charter School prior to scheduling any Civic Center Act use of space allocated to Charter School's exclusive use and shall ensure that no uses are scheduled when the Charter School has, either at the meeting at the beginning of the semester or through the District's online system, already scheduled and been approved for use of the requested space (which approval shall be granted unless the space has already been reserved through the Civic Center Act). Charter School shall direct all Civic Center Act requests for use of the Subject Property to the District's Director, Use of Facilities, Paul Juarez, who can be contacted at (714) 985-8745 and pjuarez@pylud.org. All proceeds derived from the use of the Subject Property pursuant to the Civic Center Act or as otherwise provided for in this Section 1.D shall be the property of the District and the District shall be responsible for cleaning and repairing the Subject Property after each Civic Center Act use.

E. Drill Notice. In the event that Charter School conducts a fire, earthquake, or other emergency drill, Charter School shall provide District with reasonable prior notice of the time and nature of the drill and confirm that a District representative is aware of the time and nature of said drill.

F. Security/Safety Notification. In the event either Party becomes aware of an emergency situation (including, but not limited to, a threat posed by an intruder and/or an emergency situation that requires institution of a lockdown) occurring on the Subject Property and/or the Esperanza Site, the Party shall immediately notify the other Party. Prior to the Charter School occupying the Subject Property, the Parties shall exchange contact information to be used for the purposes of such notification.

G. Full and Complete Satisfaction. Charter School agrees this Agreement constitutes full and complete satisfaction of any obligation of the District to provide facilities, including furnishings and equipment, to Charter School under Education Code Section 47614 and the Proposition 39 regulations, and/or any successor laws and/or regulations for the 2025-2026 school year and/or any extension for the 2026-27 school year if requested by Charter School under the provisions set forth in this Agreement. Charter School agrees that by accepting this Agreement it certifies that the District has fully and completely satisfied any obligation of the District to provide facilities, including furnishings and equipment, to the Charter School under Proposition 39 or successor provisions for the 2025-2026 school year and/or any extension for the 2026-27 school year if requested by Charter School under the provisions set forth in this Agreement. The Charter School waives and forever releases the District from any claim that the Charter School, or any successor entity, may have against the District regarding any allegation that the District has taken action to impede the Charter School from expanding its enrollment to meet pupil demand for the 2025-2026 school year and/or any extension for the 2026-27 school year requested by Charter School under the provisions set forth in this Agreement. Furthermore, the Charter School waives any rights it may have to object subsequently to the District's perceived failure to offer facilities, including furnishings and equipment, in accordance with applicable law and waives any rights it may have to challenge those aspects of the District's offer of facilities and/or offer in-lieu of facilities, including furnishings and equipment, that the Charter School believes violate the substantive or procedural requirements of Proposition 39 and its implementing regulations or successor provisions for the 2025-2026 school year and/or any extension for the 2026-27 school year if requested by Charter School under the provisions set forth in this Agreement. The Charter School shall not be entitled to additional or alternative facilities from the District pursuant to Proposition 39 or any successor statute, regulation, or other provision of law for the 2025-2026 school year, and/or any extension for the 2026-27 school year if requested by Charter School under the provisions set forth in this Agreement, irrespective of the Charter School's in-District student enrollment or whether Charter School has enrollment growth.

Effective upon the District's final approval of the zoning exemption as specified in this Agreement, and the running of all applicable statutes of limitations to challenge the zoning exemption, as well as the expiration of the statute of limitations for any challenges under CEQA for the CEQA process undertaken by the Charter School, without the filing of a challenge, or if a challenge is filed, upon the entry of any final judgment upholding the zoning exemption and/or the CEQA process, it shall be deemed that the District has made full and complete satisfaction of any obligation of the District to provide facilities, including furnishings and equipment, to Charter School under Education Code Section 47614 and the Proposition 39 regulations, and/or any successor laws and/or regulations for the Term of this Agreement, regardless of the Charter School's in-District enrollment or average daily attendance. Only in the event this Agreement expires or is terminated in accordance with the requirements hereof, and subject to, and in accordance with the terms of Section 1.G.i. herein, is the Charter School's waiver of Proposition 39 voided and the Charter School may request facilities from the District under Proposition 39 or successor statute for any subsequent school year after the termination.

i. Should this Agreement terminate prior to June 30, 2035, the Charter School shall have no right to District facilities other than as provided for in Proposition 39 or any successor or applicable provisions of law. If the Charter School desires to use District facilities the Charter School may submit a facilities request and pursue such facilities in accordance with the requirements of Proposition 39 or successor provision unless the Parties agree otherwise in writing prior to the deadline for submitting

such a Proposition 39 facilities request; given the necessity of complying with the Proposition 39 timelines, notwithstanding anything herein to the contrary, the Charter School may submit a timely Proposition 39 request prior to the termination of this Agreement for an allocation of facilities in the subsequent school year.

H. Negotiated Agreement. Charter School acknowledges and understands that this is a negotiated agreement between the Parties exclusively for the Term of this Agreement, including the amount and type of space, furnishings, and equipment being provided for Charter School's use. Nothing in this Agreement shall serve as a precedent, shall indicate that the amount and type of space and equipment being provided for Charter School's use is necessary or required for Charter School's in-District or total enrollment, and/or shall be used as evidence of Charter School's needs or entitlement to space pursuant to the formal application of Proposition 39 including its Implementing Regulations. Nor shall anything in this Agreement entitle Charter School and/or obligate the District in the future to provide facilities and/or equipment to accommodate out-of-District students who may enroll in the Charter School.

I. District and Esperanza References. Under no circumstances may the Charter School or any of its board members, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns obscure, remove, paint over, permanently conceal or otherwise alter in any way any sign, decal, mural, mascot or other reference, including but not limited to references to "Esperanza," "Placentia-Yorba Linda Unified School District" and/or any other District, City or third-party program on the Subject Property ("Esperanza /District Reference"). Charter School must specifically communicate this to its on-site staff. In the event that any Esperanza /District Reference is damaged or obscured in any way during the Charter School's use of the Subject Property by Charter School or its board members, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assigns, Charter School shall be responsible for all costs associated with the full restoration of the Esperanza /District Reference.

J. Signs and Murals. Charter School shall not have the right to place, construct, or maintain any sign, advertisement, awning, banner, mural or other external decorations on the improvements that are a part of the Subject Property without District's prior written consent, which shall not be unreasonably withheld or delayed, but may be reasonably conditioned. Subject to District's approval as described herein, and subject to any other applicable laws or regulations, the Charter School at its sole cost, may install signage customarily used by other schools in the District at the Subject Property, as well as wayfinding signage on the Esperanza Site for Charter School pick-up, drop-off, events and safety. Upon vacating the Subject Property, Charter School shall remove any and all signage placed on the Subject Property and/or the Esperanza Site and restore the Subject Property and/or Esperanza Site to its original condition.

K. Allocation of Facilities. The allocation of classrooms and space at the Subject Property is based upon an assumption of 120 TK-2 students in 2025-26 and 120 TK-3 students in 2026-27 (if the Charter School extends its use of the Subject Property as provided for in this Agreement) for in-person instruction at the Subject for the Term of the Agreement. Upon request from the District, the Charter School will report actual ADA that the Charter School reports for apportionment purposes. Such requested reports must include, and separately designate, in-District and total ADA and in-District and total classroom ADA. Additionally, the District may request backup documentation confirming in-District ADA in a manner that is reasonably acceptable to the District at any time, including, but not

limited to, copies of the documentation used by the Charter School to establish each student's residency within the District but shall not request documentation that creates an unreasonable burden on Charter School families.

L. Early Termination. This Agreement shall terminate prior to June 30, 2030, for any of the reasons stated in this Agreement, and/or the revocation or expiration for any reason of Charter School's Charter, except that in the case of a revocation or non-renewal of the Charter School's Charter, this Agreement shall not terminate until the Charter School has exhausted all of its statutory rights to appeal said revocation or non-renewal, has failed to timely appeal such revocation or non-renewal, or the term of this Agreement expires, whichever occurs first.

2. Fees. The Parties agree that the Charter School's pro rata share of cost for the Subject Property ("Pro Rata Share") is Ten Dollars and Ninety-Five Cents (\$10.95) per square foot for the 2025-2026 school year. The Parties agree that the total square footage subject to this Agreement is Seven Thousand Four Hundred Ninety-Nine (7,499) square feet for the 2025-2026 school year. The total annual cost for use of the Subject Property will be calculated at Ten Dollars and Ninety-Five Cents per square feet for a total of Seven Thousand Four Hundred Ninety-Nine (7,499) square feet equals a total of Eighty-Two Thousand One Hundred Fourteen Dollars and Five Cents (\$82,114.05). Charter School Shall be charged and make payment to the District at the monthly rate of Seven Thousand Four Hundred Sixty-Four Dollars and Ninety-One Cents (\$7,464.91), which is one-eleventh of the total annual fee ("Monthly Fee") for the 2025-2026 school year. The Pro Rata Share is inclusive of all utility costs (excluding telephone and internet services), custodial services, groundskeeping services, and all routine and major maintenance for which the District is responsible pursuant to this Agreement. Charter School must make payment of the Monthly Fee by 4:30 p.m. of the fifth (5th) calendar day of the month. Late payments shall be subject to a four percent (4%) late fee though this late payment penalty does not excuse the late payment nor indicate that such late payment is not a breach of Charter School's obligations hereunder. The District may deduct any late payments (including the late fee) from any revenues of the Charter School that are passed through the District and from the Charter School's in lieu of property tax payments from the District. In the event the Charter School's payment is a month or more late, or should the Charter School have three or more late payments in a fiscal year, the Charter School will be considered in breach of this Agreement and the District may terminate the Agreement, including any use of the Subject Property by the Charter School by providing 10 days' written notice. As specified above, the provisions of Section 1.G shall survive any such termination for such breach and Charter School may not request District facilities pursuant to Proposition 39 for any period that would have been within the Term of this Agreement.

3. Internet and Telephone Services. Charter School shall obtain its own telephone and internet service provider but may use the internet and telephone infrastructure existing at the Subject Property, but the District makes no representations about the quality or suitability of existing internet and telephone infrastructure. Charter School shall assume sole responsibility for obtaining, upkeep, and maintenance of all Charter School telephone systems, internet service and access, data lines, content filters and firewalls, computer usage and use/access policies, and related equipment, software and hardware.

To support Charter School's technology needs, the District shall provide timely physical access to all existing terminations, panels, and communication equipment rooms necessary to complete

internet and telephone installation and setup. This includes access to existing cabling routes, switch closets, MDF/IDF rooms, and any other applicable service points within the Subject Property.

The District shall coordinate with Charter School's IT vendor to enable installation during the summer setup period (prior to the 2025–2026 school year) and will not unreasonably withhold access that could delay timely connection or configuration.

All installed cabling, switches, and related equipment added by the Charter School shall be the sole responsibility of the Charter School to maintain, configure, and service. Charter School shall assume sole responsibility for obtaining, upkeep, and maintenance of all Charter School telephone systems, internet service and access, data lines, content filters and firewalls, computer usage and access policies, and related equipment, software, and hardware.

Upon expiration or termination of the Agreement, Charter School shall remove its equipment and restore any modified infrastructure to its original condition, including the safe removal of cabling and patching of access points, unless otherwise agreed in writing by the District.

The District will zone the currently existing Public Address (PA) system at the Esperanza Site to the Subject Property for real-time announcements for Charter School. The PA system can also be used for lockdown notifications and schedule and emergency signaling.

The District shall ensure that the PA system and above-referenced capabilities fully covers the Subject Property assigned for Charter School exclusive use and integrates into the District's broader emergency notification framework, where applicable. The District shall complete installation, operational testing, and basic staff training on PA system operation no later than Charter School's first day of instruction for the 2025–2026 school year.

To maintain secure ingress and egress control for the Charter School's assigned facilities, the District shall:

- Maintain existing surveillance cameras and give permission to Charter School install systems to monitor Charter School-designated entry points, exits, and outdoor activity areas.

Charter School shall be granted appropriate access permissions and operational control interfaces (such as codes, fob access, camera system access, and alarm notifications) necessary to monitor and supervise their areas safely and effectively during all operating hours.

All district installed systems shall remain District property and shall be maintained by the District unless otherwise mutually agreed in writing. Upon expiration or termination of the Agreement, District shall retain ownership and operational responsibility for all security infrastructure installed.

4. Taxes. Charter School shall be responsible for all taxes associated with its use of the Subject Property. In the event possessory interest taxes are assessed, Charter School shall be solely responsible for the payment of all Charter School's possessory interest taxes, if any, during the term of the Agreement. Pursuant to Section 107.6 of the California Revenue and Taxation Code, District hereby notifies Charter School that: (i) the Subject Property is subject to possessory interest taxes, and that such taxes shall be paid by Charter School; and (ii) Charter School may be subject to the payment of property taxes levied on the possessory interest obtained by Charter School. The Parties

acknowledge that during the term of this Agreement, Charter School shall be solely responsible for any and all possessory interest taxes and related charges and expenses (collectively, "Possessory Interest Taxes") imposed with respect to the Subject Property, and shall indemnify, defend and hold harmless District against all possessory interest taxes. This statement is intended to comply with Section 107.6 of the Revenue and Taxation Code.

5. Maintenance. Facilities provided to the Charter School shall remain the property of the District. At its sole expense, Charter School shall be responsible for all equipment or technology purchased by the Charter School.

The ongoing operations and maintenance of the facilities, including major maintenance and any items that would previously have been considered deferred maintenance under Education Code Section 17582, shall be the responsibility of the District. This includes fire alarm, HVAC, mobile maintenance, electrical, plumbing, roofing, exterior and interior painting, and floor systems, which maintenance and repairs shall be consistent with the standards and schedules at other District school sites. The District shall also provide custodial and groundskeeping services. The Subject Property will be maintained and receive groundskeeping services in a similar manner and pursuant to a similar schedule as other District school sites. Charter School and District shall meet prior to the beginning of the school year to discuss the groundskeeping services that the District will provide. In the event that the Charter School believes that maintenance and/or repairs are needed, Charter School must follow the procedures to request maintenance/repairs as required by the District, including the procedures for obtaining emergency work, which is of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to District property. The District shall determine, consistent with the District's policies and standards applicable at other District school sites, whether and how such maintenance and/or repairs shall be performed. Charter School shall not undertake and/or engage in any maintenance, repairs, and/or, groundskeeping (including but not limited to tree trimming/removal) beyond ordinary custodial services.

Notwithstanding the District's maintenance obligations, Charter School shall be responsible for the cost of and shall pay for any repairs, replacements, or services of any character whatsoever that are occasioned or are made necessary by reason of the Charter School's negligence or misuse of the Subject Property or otherwise caused by Charter School's use of the Subject Property beyond ordinary wear and tear. Charter School shall immediately notify the District in the event repairs, replacements, or services of any character whatsoever are necessary, including when caused by reason of the Charter School's negligence or misuse of the Subject Property.

The District reserves the right to implement a different process and/or procedure for submission of maintenance/repair requests, in which case it will provide notice to the Charter School of the changes to the process. The District will need to access the Subject Property during normal District hours of operation, which may coincide with Charter School's hours of operation, in order to perform maintenance and repairs. District staff shall be allowed to access the Subject Property during Charter School's hours of operation, provided that such entries do not unreasonably interfere with the operation of the Charter School or unreasonably interrupt instruction to students.

6. Installation of Improvements by Charter School. Charter School shall not construct or install any improvements (as defined in Civil Code 660) on the Subject Property or otherwise alter the Subject Property without the prior written consent of District, and, if required, the Division of the State

Architect (“DSA”). District’s approval of any improvements, including the construction schedule, work hours, and modifications, shall be at District’s sole and absolute discretion, and District may disapprove of such improvements for any or no reason. Notwithstanding the foregoing, the Charter School shall be entitled to install non-permanent furnishings, equipment and materials (specifically picnic tables, portable outdoor furniture, age-appropriate playground and physical education equipment and movable instructional tools for outdoor or flexible space) with the District’s consent, which will not be unreasonably withheld, conditioned or delayed. Unless otherwise specified in this Agreement, in each case in which prior written consent of the District is required under this Section 6 or any other provision of this Agreement, such consent shall be obtained exclusively from the District’s Superintendent or designated representative, and consent obtained from any other source shall be invalid. Contractors retained by Charter School with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers’ compensation insurance and performance and payment bonds consistent with District construction requirements for similar or like projects. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all applicable laws, including, but not limited to, building codes, fingerprinting requirements, and prevailing wage laws, if prevailing wage requirements are applicable to the project. District or District’s agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work. Charter School shall indemnify, defend, and hold harmless District, its directors, officers, and employees from any loss, damage, claim, cause of action, cost, expense, or liability arising out of or caused by any violation by the Charter School or its directors, officers, employees, or contractors of any applicable federal, state, or local statute, ordinance, order, governmental requirement, law, or regulation that applies to any work, including, without limitation, any labor laws and/or regulations requiring that persons performing work on any improvements be paid prevailing wage.

Charter School shall deliver to District, promptly after Charter School’s receipt thereof, originals or, if originals are not available, copies of any and all of the following instruments and documents pertaining to any testing, construction, repair, or replacement of improvements on the Subject Property: (a) plans and specifications for the subject improvements; (b) test results, physical condition and environmental reports and assessments, inspections, and other due diligence materials related to the subject improvements; (c) permits, licenses, certificates of occupancy, and any and all other governmental approvals issued in connection with the subject improvements; (d) agreements and contracts with architects, engineers, and other design professionals executed with respect to the design of the subject improvements; (e) construction contracts and other agreements with consultants, construction managers, general and other contractors, and equipment suppliers pertaining to the construction, repair, or replacement, as the case may be, of the subject improvements; and (f) all guaranties and warranties pertaining to the construction, repair or replacement, as the case may be, of the subject improvements.

Charter School shall not permit any liens or claims to stand against the Subject Property for labor or material furnished in connection with any work performed by Charter School. Upon reasonable and timely notice of any such lien or claim delivered to Charter School by District, Charter School may bond and contest the validity and the amount of such lien, but Charter School shall immediately pay any judgment rendered, shall pay all proper costs and charges, and shall have the lien or claim released at its sole expense. Additionally, Charter School may not use or operate the improvements until the project is closed-out and certified by DSA, if applicable, and/or final approval

is received from any applicable agency. Charter School shall provide evidence of closeout and certification or approval, in a form reasonably acceptable to the District.

7. Provision of Facilities. The facilities to be provided by the District to the Charter School for the Applicable Years are as follows:

A. The District shall provide the Charter School exclusive use of the areas identified in Exhibit “A” as Subject Property specifically: H1, H2, H3, H4, H5, H6, H7, and the student restrooms next to Building C, lunch tables, all which are located on the West Campus of the Property. The District will install fencing at its sole cost and expense around the Subject Property prior to Charter School’s first day of instruction for the 2025-2026 school year.

All restrooms shall comply with the California Building Code for an Educational Occupancy, and the District shall provide appropriately sized toilets and fixtures for the Charter School’s students, including its Transitional Kindergarten and Kindergarten students.

The District will remove all District furnishings and equipment from all classrooms and leave walls empty of District decorations or other signs at least 10 days prior to Charter School’s first day of instruction for the 2025-2026 school year.

The District will install a covered lunch area in the Subject Property for Charter School student meal service and outdoor eating, as well as other outdoor activities.

B. The District and Charter School shall have nonexclusive, shared use of the parking lot and limited use of green space as identified in Exhibit “A” as Shared Space. With respect to the green space on the Subject Property, Charter School’s use shall be subject to and limited by current uses by Esperanza High School and any local community and/or recreational uses and/or programs. Notwithstanding the foregoing, the Charter School shall at a minimum have access to the Shared Space (i.e. green space and blacktop space) identified and marked on Exhibit “A” Monday through Friday from 9-9:20a.m. 11-11:40 a.m., and 1:00 p.m. to 2:00 p.m. In addition, the Charter School shall have access to the Shared Space (i.e. green space and blacktop space north of the fence) for its after-school program Monday through Thursday from 3:00 p.m. to 4:30 p.m.

The Charter School will have daily supervised access via the Glenview Avenue fence for student arrival, dismissal, and staff/family access. The Charter School will manage supervision and coordinate access times consistent with District safety protocols.

C. The Charter School’s use of specific spaces/facilities under this Agreement will remain within the maximum occupancy/capacity limits of the specific spaces within the Subject Property as mandated by all appropriate local and state authorities and building codes.

D. Prior to Charter School taking occupation of and/or use of the Subject Property, Charter School must adopt a School Safety Plan in full compliance with the requirements of Education Code Section 47605(c)(5)(F), and provide the District a copy of the minutes from the Charter School Board meeting at which Charter School’s School Safety Plan was adopted. Charter School shall update the School Safety Plan by annually by March 1, and provide a copy of the agenda by which the Board will take that action on or before March 1 each year. Charter School shall provide the District with a copy

of the minutes from the Charter School Board meeting at which it is updated within one week of the Charter School Board's approval of the minutes.

8. Notice of Damage, Injury, Accident, or Claims. Charter School shall, as soon as reasonably possible, notify the District of any damage, injury, accident, or claim that occurs on the Esperanza Site or Subject Property during Charter School's use. In no event shall Charter School's notice to District be more than 24 hours after the event of damage, injury, accident, or claim. Notice shall be provided in writing in accordance with Section 18 hereof and also via telephone.

9. Security. The Parties acknowledge that the Charter School is responsible for ensuring the security of the Subject Property through security systems and devices, including, but not limited to, any locks, gates, and/or security systems already existing on the Subject Property. Charter School shall at all times use said alarm system in accordance with District standards. Charter School shall be solely responsible for contracting with any security service firm for alarm and monitoring services it may choose to implement for the remainder of the Subject Property. The Charter School is required at all times to maintain the security of the Subject Property including, but not necessarily limited to, by the proper use of all District provided security systems devices. No locks or keys shall be changed without first obtaining approval from the District's Director of Maintenance & Operations. Within five (5) working days after new alarm codes, locks, and/or keys have been changed or added, the Charter School shall provide new alarm codes, locks, and/or keys to the District's Director of Maintenance & Operations. Contact information can be found in the District's maintenance handbook and on the District's website. Under no circumstance is the District responsible for any loss Charter School may suffer at the Subject Property, including, but not limited to, in the multi-use building notwithstanding the use of the District's contracted alarm system. The District is responsible for ensuring the security of the remainder of the Esperanza Site through security systems and devices, including, but not limited to, any existing locks and gates.

10. Conduct of Officers, Employees, Contractors, Volunteers, and Invitees. Charter School and District shall ensure that all of their respective officers, employees, contractors, volunteers, invitees, and all others in attendance for the purposes of or related to each Party's respective use of the Esperanza Site have background and medical clearance as required by law and adhere to proper standards of public conduct and comply with all District policies. There is to be no consumption of intoxicating liquors or other controlled substances, smoking, vaping, gambling, quarreling, fighting, use of profane language, or indecent exposure on or near the Subject Property. In the event the District determines, in its reasonable discretion, that an officer, employee, contractor, volunteer, or invitee of Charter School is failing to adhere to proper standards of public conduct, is in violation of any applicable District Policies and/or Administrative Regulations, and/or is in any way materially disrupting the activities of the District's employees, students, and/or invitees, or other lawful users/occupants of the Esperanza Site, the District reserves the right to remove said individual and/or require Charter School to remove said individual from the District's Esperanza Site. The District shall then identify its specific concerns to the Charter School in writing and meet with the Charter School to discuss its decision to require removal of the individual from the Esperanza Site, in order to identify good faith solutions to the District's concerns. The District may prohibit future access to the Esperanza Site, as allowed by applicable law and consistent with the relevant District policies. The Charter School shall also notify the District of any officer, employee, contractor, volunteer, or invitee of the District that the Charter School determines is failing to adhere to proper standards of public conduct, is in violation of any applicable District Policies and/or Administrative Regulations, and/or is in any way

materially disrupting the activities of the Charter School's employees, students, and/or invitees, or other lawful users/occupants of the Subject Property and/or Esperanza Site. In the event the District determines, in its reasonable discretion, that such individual is failing to adhere to proper standards of public conduct, is in violation of any applicable District Policies and/or Administrative Regulations, and/or is in any way materially disrupting the activities of the Charter School's employees, students, and/or invitees, or other lawful users/occupants of the Subject Property or Esperanza Site, the District shall remove said individual from the Subject Property and/or Esperanza Site and/or take other appropriate actions to resolve the interference or disruption. The Charter School shall then identify its specific concerns to the District in writing and meet with the District to discuss its decision to seek removal of the individual from the Esperanza, in order to identify good faith solutions to the Charter School's concerns. The Parties agree that it is the intent of this provision to protect the health and safety of both District and Charter School students, and any other students who may use the Esperanza Site, and that the Parties will work together to identify solutions that achieve this goal.

11. Condition of Subject Property. The District is not aware of any defect in or condition of the Subject Property that would prevent its use for the Charter School's purposes. The District has not received any notice of violation of statute, ordinance, regulation, order, or holding from any state or federal agency with jurisdiction over the Subject Property that calls into question the appropriateness or sufficiency of the Subject Property for the intended purpose. The District, at its expense, shall comply with all applicable laws with respect to its use and/or occupancy of the Subject Property during the Term of this Agreement. Charter School, at its expense, shall comply with all applicable laws, regulations, rules, and orders with respect to its use and occupancy of the Subject Property, including, without limitation, those relating to health, safety, noise, environmental protection, zoning conditions, waste disposal, and water and air quality. The Charter School shall not be responsible for any and all environmental conditions that existed prior to the Charter School's occupancy of the Subject Property, so long as such environmental conditions are not exacerbated by the Charter School's negligence or willful misconduct. The District shall remain responsible for compliance with the Americans with Disabilities Act, the Fair Employment and Housing Act ("FEHA"), and other applicable building code standards for any existing compliance issues prior to the date of execution of this Agreement or that are not triggered by any modifications, improvements, and/or changes in the use of the facilities or Subject Property made by or on behalf of the Charter School. The Charter School shall only assume responsibility for compliance with the Americans with Disabilities Act and FEHA access rights to the extent of any modifications, improvements, and/or changes in the use of the facilities or Subject Property made by or on behalf of the Charter School. Should any modifications, improvements, and/or changes in the use of the facilities or Subject Property made by or on behalf of the Charter School change or affect the character of any existing improvements, Charter School shall be responsible for bringing said existing improvements into compliance with the Americans with Disabilities Act, FEHA, and other applicable building code standards.

The District makes no representation or warranty regarding the condition of the Esperanza Site and/or Subject Property with respect to any public health concern (defined as an officially declared health emergency or outbreak of infectious disease that poses a direct and immediate risk to the health and safety of facility users, as determined by the applicable local, state, or federal public health authority; this term does not include routine seasonal illnesses, general public health advisories, or non-communicable health conditions) and shall not be responsible or liable for any harm or damage related to any public health concern incurred by Charter School or any Charter School official, staff, student, or guest entering the Esperanza Site and/or Subject Property at the invitation/request of, with the

permission of, and/or on behalf of the Charter School, except where caused by the District's gross negligence or willful misconduct. By executing this Agreement, Charter School hereby accepts sole responsibility to take all steps necessary to comply with any law, regulation, or guidance related to its use of the Esperanza Site and/or Subject Property to address any public health concern throughout the term of the Agreement including, but not limited to, implementing mask requirements, social distancing protocols, and providing extra sanitation throughout the Subject Property. Charter School is solely responsible for determining any public health concern laws, regulations, and/or guidelines applicable to its use of the Esperanza Site and/or Subject Property and ensuring compliance throughout the term of the Agreement, which may include temporarily limiting or stopping use of the Esperanza Site and/or Subject Property based on current or future orders by the federal, state, or local government and implementing safety procedures including, but not limited to, requiring face masks, implementing social distancing procedures, conducting "deep cleaning" in high traffic areas, and providing extra sanitary supplies for anyone entering the property. Charter School shall require and ensure that its officers, employees, contractors, volunteers, invitees, and all others in attendance for the purposes of or related to Charter School's use of the Esperanza Site comply with all laws and/or federal, state, or local public health orders, guidance, or requirements relative to any public health concern and/or any other pandemic or public health matter. Charter School shall communicate any public health concern notices in accordance with requirements of Cal/OSHA, Orange County Health Care Agency (OCHCA), and/or California Department of Public Health (CDPH). By entering into this Agreement, District is not making any implied or explicit suggestion or warranty that the Esperanza Site and/or Subject Property is protected from any public health concern or otherwise safe for use.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Esperanza Site and/or Subject Property due to the Charter School's use and/or occupancy thereof, Charter School, at its sole expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the Subject Property, to the satisfaction of District and any governmental agencies having jurisdiction over the Subject Property or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If the Charter School fails to take steps to clean the property(ies) or otherwise fails to comply with any requirements regarding the cleanup, remediation, removal, response, abatement or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, or fails to pay any legal, investigative, and/or monitoring costs, penalties, fines, and/or disbursements, the District reserves the right to take over the required action and to take all necessary steps to recoup any and all costs associated therewith from the Charter School, which shall remain a liability of Charter School until paid in full.

Upon termination or expiration of the Agreement, Charter School shall return the Subject Property and any then-existing improvements to the District in clean, good order, condition, and repair, ordinary wear and tear excepted, free and clear of all liens, claims, and encumbrances. Charter School shall remove from the Subject Property all of Charter School's personal property and trade fixtures. All property not so removed shall be deemed abandoned by Charter School and Charter School shall be responsible for any costs incurred by the District for the removal of such abandoned property.

12. Title to Subject Property. The Parties acknowledge that title to the Subject Property is held by the District and shall remain in the District's name at all times.

13. Insurance. The District will maintain its current levels of insurance on the structures on the Subject Property. Parties agree that self-insurance through a Joint Powers Authority shall satisfy

District's obligations under this Section 13. District shall not be responsible for insuring any of the Charter School's personal property or persons (including without limitation students or members of staff). Charter School shall procure and maintain, for the duration of this Agreement, insurance coverage as set forth in **Exhibit B**, attached hereto and incorporated herein by this reference, with insurance carriers that are admitted or authorized non-admitted insurers by the State of California and with a rating equivalent to an A:VII by A.M. Best Company. The insurance and/or coverage required by this Agreement shall be endorsed to name the District, the District Board and Board members, the Superintendent, District officers, committees, boards, and administrators, employees, agents, representatives, volunteers, successors, and assigns as additional insureds. The District must be listed as the certificate holder. The policy number/s on the certificates of insurance must match those on the endorsements. Charter School may use a self-insurance and/or joint powers authority mechanism to meet the described insurance requirements.

Each policy or memorandum of coverage required to be maintained by Charter School above shall be endorsed to provide that thirty (30) days' prior written notice of suspension, recession, voiding, exhaustion, cancellation, non-renewal, or change in coverage, scope, or amount of any policy be given to the District by the insurer and Charter School by U.S. Mail, certified, or by personal delivery, and if Charter School's insurance company does not provide notice of cancellation to additional insureds, Charter School shall provide the District with notice of cancellation no more than three (3) business days after it receives any such notice from its insurance company, and to establish that coverage for anything other than structures is primary and that any insurance or self-insurance held by the District, its officials, employees, and agents shall be excess and shall not contribute to it. The District's property insurance shall be primary. Upon receipt of notice that any policy of insurance or memorandum of coverage required by the foregoing provisions of this Agreement will be suspended, exhausted, rescinded, voided, canceled, reduced in coverage or in limits, or non-renewed, or materially changed for any reason, the Parties will discuss the Charter School's plan to ensure its ongoing compliance with its insurance obligations as set forth in this Agreement, and Charter School shall provide proof of such coverage prior to the date on which the coverage was to be changed. If, for any reason at any time any policy of insurance or memorandum of coverage required by the provisions of this Agreement is suspended, rescinded, voided, exhausted, terminated, canceled, significantly reduced in coverage or in limits, non-renewed, or materially changed for any reason, the Charter School shall suspend operations at the Subject Property until such policy of insurance and/or memorandum of coverage is restored, which Charter School shall restore within seven (7) business days. The District reserves the right to terminate this Agreement, by providing written notice of termination, which shall be effective upon providing notice pursuant to Section 18, should Charter School fail to restore and/or provide the insurance or memorandum of coverage required by this Agreement within said seven (7) business days.

District's insurance shall be primary for claims for damage to the Subject Property's physical structures caused by the actions of third parties, except to the extent that the third party's actions arose as a result of the negligence, intentional disregard, or malfeasance of the Charter School or the third parties were present at the Subject Property at the invitation of Charter School, on behalf of Charter School, or related to Charter School's use of the Subject Property.

All rights of subrogation against the District for injury (including death), damage or loss arising from performance or nonperformance of the District pertaining to this Contract are waived. Waiver of subrogation to be provided.

Any waiver or modification of these insurance requirements can only be made with the prior written approval of the District's Superintendent or their designee.

The coverage and limits required hereunder shall not in any way limit the liability of the Charter School nor are the insurance requirements herein intended to represent adequate or sufficient coverage for the Charter School's risks hereunder.

By no later than June 1, 2025, and by July 1 and January 2 annually thereafter, and at any other time a request is made by the District for such documents, Charter School shall provide District with duplicate originals and endorsements of each policy of insurance and/or each memorandum of coverage required by the foregoing provisions of this Agreement, including all declarations, forms, and endorsements. This documentation shall be received and **approved in writing** by the District at least fifteen (15) days prior July 1, 2025, and at least fifteen (15) days prior to the expiration/renewal date of each policy/memorandum of coverage, and at any other time that a policy of insurance and/or memorandum of coverage is changed. Should the Charter School fail to timely provide and obtain approval of the required proof of insurance prior to the commencement of the Term of this Agreement or prior to the expiration/renewal date or at any other time that a policy of insurance and/or memorandum of coverage is changed, Charter School shall suspend operations at the Subject Property until such proof has been submitted to and approved in writing by the District. The duplicate originals and original endorsements required by this provision shall be signed by a person authorized by the insurer and/or joint powers authority to bind coverage on its behalf. The procuring of such insurance and/or coverage or the delivery of duplicate originals and endorsements evidencing the same shall in no way be construed as a limitation of the obligation(s) of the Charter School to defend, indemnify, and hold harmless the District, the District Board and Board members, the Superintendent, District officers, District appointed groups, committees, boards, and any other District appointed body, and administrators, employees and attorneys, agents, representatives, volunteers, successors, and assigns.

14. Indemnification. With the exception of any liability, claims, or damages caused by the gross negligence or willful misconduct of the District, the Charter School shall indemnify, hold harmless, and defend the District, its trustees, officers, employees, and agents against and from any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions, and costs, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the District, its trustees, officers, employees, and agents, that may be asserted or claimed by any person, firm, or entity for any injury, death, or damage to any person or property occurring in, on, or about the Esperanza Site and/or Subject Property after the Charter School's occupancy of the Subject Property, arising from, or in connection with, the Charter School's use of the Esperanza Site and/or Subject Property or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assigns or from any activity, work, or other things done, permitted or suffered by Charter School in or about the Esperanza Site and/or Subject Property. Charter School's obligation to defend the District and the other indemnitees identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions, and/or costs. The Charter School shall also defend, indemnify and hold harmless District and its Board, employees, and agents from any harm, claim, liability, or damage arising out of, caused by, or from any person claiming to have contracted, or demonstrating contraction of, any public health concern, or any related sickness or ailment as the result of entering the Esperanza Site and/or Subject

Property at the invitation/request of, with the permission of, and/or on behalf of the Charter School, and/or related to Charter School's operations at the Subject Property, and any claimed violation of any rule, regulation, or guidance related to any public health concern arising from the Charter School's use of the Esperanza Site and/or Subject Property.

With the exception of any liability, claims, or damages caused by the gross negligence or willful misconduct of the Charter School, the District shall indemnify, hold harmless, and defend the Charter School, its trustees, officers, employees and agents against and from any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions, and costs, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the Charter School, its trustees, officers, employees, and agents, that may be asserted or claimed by any person, firm, or entity for any injury, death, or damage to any person or property occurring in, on, or about the Subject Property after the Effective Date, arising from the District's failure to maintain, repair, or keep in good repair the Subject Property, or in connection with, the District's use of the Subject Property, including conduct of its board of trustees, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assigns or from any activity, work, or other things done, permitted, or suffered by District in or about the Esperanza Site and/or Subject Property.

This Section 14 shall survive the termination or expiration of this Agreement.

15. Damage and Destruction of Facilities.

A. Damage Caused by Charter School. If the Subject Property is damaged by any casualty the cause of which is the gross negligence of the Charter School, its officers, employees, agents, contractors, volunteers, students, or invitees the Charter School shall be solely responsible for all costs for the repair or replacement of the Subject Property, including all improvements, equipment, and furnishings. Such repair/replacement shall be completed by the District and/or its contractors at the Charter School's expense. The Charter School shall continue to have access to any undamaged/usable portion of the Subject Property pursuant to the terms of this Agreement during the period of repair/replacement. This Agreement shall continue in full force and effect including the provisions of Section 1.G, except that Charter School shall be entitled to proportionate reduction of all fees and payments while such restoration takes place, such proportionate reduction to be based upon the extent to which the restoration efforts interfere with Charter School's business on the Subject Property.

If the Subject Property is totally destroyed (defined as the destruction of more than forty percent (40%) of the usable classroom space) the cause of which destruction is the gross negligence of the Charter School, its officers, employees, agents, contractors, volunteers, students, or invitees, or if the Subject Property cannot be restored pursuant to the preceding paragraph within one hundred twenty (120) schooldays after the commencement of the work in the opinion of a registered architect or engineer approved by District, notwithstanding the availability of Charter School's insurance proceeds, then this Agreement may be terminated effective the date of the damage, but the provisions of Section 1.G shall survive any such termination and Charter School shall not be entitled to any District facilities pursuant to Proposition 39 during any period that would have remained in the Term of this Agreement.

B. Partial Damage. If the Subject Property is damaged by any casualty that is covered by applicable insurance, the cause of which casualty is not the gross negligence of the Charter School, its officers, employees, agents, contractors, volunteers, students, or invitees and the Charter School still has access to at least sixty percent (60%) of the usable classroom space, then the Subject Property shall be restored provided insurance proceeds are available to pay for the cost of restoration, and provided such restoration can be completed within one hundred twenty (120) schooldays after the commencement of the work in the opinion of a registered architect or engineer approved by District. In such event, this Agreement shall continue in full force and effect, except that Charter School shall be entitled to proportionate reduction of all fees and payments while such restoration takes place, such proportionate reduction to be based upon the extent to which the restoration efforts interfere with Charter School's business on the Subject Property. The District will use best efforts to provide the Charter School temporary housing to accommodate Charter School's 120 TK-2 students, taking into account the overall impact on District facilities and needs of District and Charter School students, as soon as possible on the Subject Property or another school site for any part of the Charter School program that is displaced by the partial damage and/or the repair work at the Subject Property, subject to and contingent upon the Parties entering into a subsequent agreement governing Charter School's use of any alternative District facilities. If the cause of such casualty causing partial damage is not the negligence or intentional act of the District, or its officers, employees, contractors, agents, volunteers, students, or invitees, but is caused by a third party or by act of God, both the District and the Charter School shall tender the cost of restoring the Subject Property to their respective insurance carriers, and the proceeds of any coverage shall be contributed to the costs of the repair.

C. Total Destruction. If the Subject Property is totally destroyed (defined as the destruction of more than forty percent (40%) of the usable classroom space) the cause of which destruction is not the gross negligence of the Charter School, its officers, employees, agents, contractors, volunteers, students, or invitees or the Subject Property cannot be restored as required by Section 15.B, notwithstanding the availability of insurance proceeds, then this Agreement may be terminated effective the date of the damage. The District will use best efforts to provide Charter School with a school facility or facilities sufficient to accommodate Charter School's 120 TK-2 students, taking into account the overall impact on District facilities and needs of District and Charter School students, as soon as possible after the effective date of the damage to limit any interruption in Charter School's educational program, subject to, and contingent upon the Parties entering into a subsequent agreement governing Charter School's use of any alternative District facilities. If the cause of such total destruction is not the negligence or intentional act of the District, or its officers, employees, contractors, agents, volunteers, students, or invitees, but is caused by a third party or by act of God, both the District and the Charter School shall tender the cost of restoring the Subject Property to their respective insurance carriers, and the proceeds of any coverage shall be contributed to the District towards compensation for the destruction.

16. Cooperation to Address Any Traffic Concerns. Charter School agrees to cooperate with District, the City of Anaheim, and the neighborhood surrounding the Subject Property, to address concerns that may arise regarding traffic near the Subject Property during student drop-off and pick-up times during the school day, brought about by operations of the Charter School. Charter School will monitor traffic conditions surrounding the Subject Property and will be proactive in taking steps to maximize safety and minimize any congestion affecting the surrounding community. Uses

contemplated under this Agreement will remain within the maximum occupancy/capacity limits of the specific spaces within the Subject Property as mandated by all appropriate local and state authorities and building codes. Charter School administration and staff shall park first in the designated parking spaces within the Subject Property rather than in the surrounding neighborhood.

17. Force Majeure. In the event the District determines there are unsafe and/or dangerous conditions that pose a threat to life or property due to causes beyond its reasonable control, including but not limited to fires, flood, storm, explosions, earthquakes, telecommunications outages, acts of God, war, governmental action, pandemics, and epidemics (“Force Majeure Events”), District shall notify Charter School of its determination within five (5) business days. Charter School and District shall agree to meet within two (2) business days to discuss next steps regarding use and/or operation of the Subject Property. In the event District and Charter School mutually agree to a Force Majeure Event closing of the Subject Property, the District shall not be deemed in default of any provision of this Agreement, as long as the District’s nonperformance is caused by a Force Majeure Event. The Charter School shall not be obligated to pay any usage fee or other costs during the time that the Subject Property is closed due to a Force Majeure Event. However, should the Charter School voluntarily choose (meaning not mandated by law and/or the condition of the Subject Property) not to use the Subject Property during a Force Majeure Event, the Charter School shall continue to remain obligated to pay any usage fee and/or other costs required under this Agreement. Once District and Charter School mutually agree to reopen the Subject Property, the terms and conditions of this Agreement shall reinstate and apply in full force and effect, but such event shall not serve to extend the Term of this Agreement.

18. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or sent via email, addressed as follows, unless otherwise explicitly specified pursuant to the terms of this Agreement:

If to the District:

Placentia-Yorba Linda Unified School District
Attention: Superintendent
1301 E. Orangethorpe Avenue
Placentia, CA 92870
rgray@pylusd.org

With a concurrent copy to:

Sukhi Ahluwalia, Esq.
Suparna Jain, Esq.
Atkinson, Andelson, Loya, Ruud & Romo
12800 Center Court Drive, Suite 300
Cerritos, California 90703
Email: SAhluwalia@aalrr.com
SJain@aalrr.com

If to the Charter School:

Magnolia Public Schools
Attn: Alfredo Rubalcava
250 E. 1st. Street, Suite 1500
Los Angeles, CA 90012
Email: arubalcava@magnoliapublicschools.org

With a concurrent copy to:

Sarah J. Kollman, Esq.
Young Minney & Corr, LP
655 University Avenue, Suite 150 Sacramento,
CA 95825
Email: skollman@ymclegal.com

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail. Any notice given by email shall be effective upon actual receipt, and “actual receipt” shall mean delivery to the recipient's email inbox. However, any e-mail notice delivered after 4:00 p.m. on any weekday, at any time on a weekend (Saturday or Sunday), or at any time on a federal, State, or District holiday or period when the District Office is closed, the e-mail notice shall be deemed to have been served as of noon the next business day on which the District Office is open. However, should delivery to the recipient's email address be delayed or prevented due to issues or defects in the operation of the recipient Party's email/IT systems, actual receipt shall mean 30 minutes after sending, subject to the extension of time for delivery outside of business hours or on weekends/holidays. Any Party may change the address or persons to which notices are to be sent to it by giving written notice of such change of address or persons to the other Parties in the manner provided for giving notice.

19. California Environmental Quality Act. Charter School acknowledges that the California Environmental Quality Act (“CEQA”) may require the District to undertake certain studies and/or seek certain exemptions with regard to any projects described herein. Charter School acknowledges that obtaining CEQA approval for a project may cause delays and/or require that a project be modified or abandoned.

20. No District Affiliation/Endorsement. Charter School shall not imply, indicate, or otherwise suggest that Charter School's use and/or any related activities are connected or affiliated with, or are endorsed, favored, or supported by the District. No signage, flyers, or other material may reference the District, any school name, logo, or mascot without the District's prior written consent, except that Charter School may indicate the physical address of the Charter School and the District's ownership of the Esperanza Site.

21. Subcontract and Assignment. Charter School may not assign or sublet this Agreement or any rights, benefits, liabilities, and/or obligations hereunder, to any person or business entity without District's express written consent, which consent shall be granted at District's sole and absolute discretion and, if granted, may be conditioned or delayed.

22. Independent Status. This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

23. Entire Agreement of Parties. This Agreement, together with its attachments, constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. In the event of a conflict between this Agreement and the Charter School's Charter, this Agreement shall control. This Agreement may be amended or modified only by a written instrument executed by the Parties.

24. Legal Interpretation. This Agreement shall be governed by, and the rights, duties, and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Solano County, California. The terms of the Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply. The Parties expressly understand and agree that this Agreement for use of the Subject Property is made pursuant to the requirements and authorization of Proposition 39, and is neither intended by the Parties, nor shall it be legally construed, to convey a leasehold, easement, or other interest in real property. 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 Agreement shall be interpreted as a license, and the rules and principles applicable to licenses shall govern such actions or proceedings, except that the District agrees to comply with the underlying Proposition 39 provisions set forth in this Agreement.

25. Waiver. The waiver by any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

26. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

27. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

28. Captions. The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof, be construed to limit or extend the meaning of this Agreement, nor serve as evidence of the interpretation hereof, or of the intention of the Parties hereto.

29. Severability. Should any provision of this Agreement be determined to be invalid, illegal, unenforceable, or contrary to law, statute, and/or ordinance, such provision shall be severed and shall be inoperative, and, provided that the fundamental terms and conditions of the Agreement remain legal and enforceable, the remainder of this Agreement shall not be affected thereby and shall continue as valid, legal, and enforceable.

30. Incorporation of Exhibits. Each exhibit attached hereto is incorporated herein and made a part hereof by reference.

31. Scanned/Electronic Signatures. This Agreement may be executed and transmitted to any other party by PDF or DocuSign or similar technology, which version of the Agreement shall be deemed to be, and utilized in all respects as, an original, wet-inked document. If one or more Parties choose to sign this Agreement with electronic signatures, such signatures will be obtained in compliance with the Uniform Electronic Transactions Act (Civil Code § 11633.1 *et seq.*) and Government Code Section 16.5 pertaining to digital signatures.

32. Board Approval. In accordance with Education Code Section 17604, this Agreement is not valid or an enforceable obligation against the District until approved or ratified by duly passed and adopted motion of the District's Governing Board of Education.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year set forth below.

PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT

By _____

Date _____

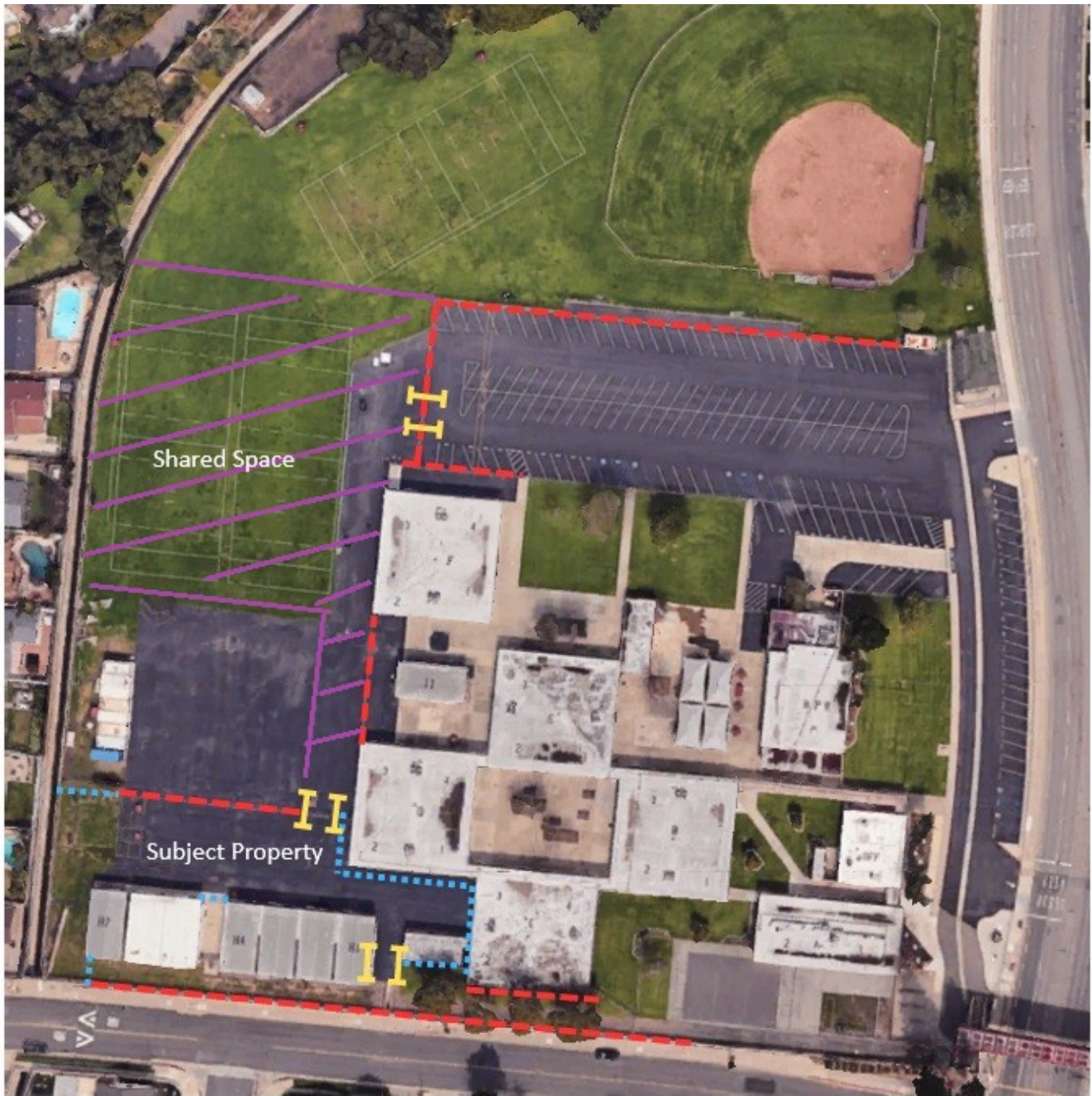
Its _____

**MAGNOLIA EDUCATION & RESEARCH FOUNDATION AND MAGNOLIA SCIENCE
ACADEMY – ORANGE COUNTY**

By _____

Date _____

Its _____



--- : Existing

.... : New

II : Walk-through

— : Shared Space

EXHIBIT “B”

CHARTER SCHOOL INSURANCE REQUIREMENTS

I. General Liability:

- A. Commercial General Liability - \$5,000,000 per occurrence, \$50,000,000 aggregate For Bodily Injury, Personal and Advertising Injury and Property Damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01 10 93).

II. Automobile Liability:

- A. \$2,000,000 per accident for Bodily Injury and Property Damage.
- B. Coverage to include “Owned, Non-Owned, and Hired” automobiles (“Any Autos”).
- C. Coverage shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Symbol 1 (“Any Autos”).

III. Workers’ Compensation and Employer’s Liability:

- A. Certificate of Insurance indicating “statutory” limits, as required by the State of California.
- B. Employer’s Liability - \$5,000,000 each accident for bodily injury by accident; \$5,000,000 each employee for bodily injury by disease; \$5,000,000 coverage period aggregate.

IV. Property Insurance: Ø Limit: Replacement Value:

- A. Certificate of Insurance evidencing coverage for all property owned and controlled by the Charter School that resides on the District’s premise(s).

V. Sexual Abuse or Molestation Liability:

- A. \$5,000,000 per occurrence, \$5,000,000 aggregate

VI. Crime Insurance:

- A. Money and Securities: \$1,000,000 per occurrence
- B. Forgery and Alteration: \$1,000,000 per occurrence
- C. Employee Dishonesty: \$1,000,000 per occurrence

VII. Directors’ and Officers’ Liability/Educator’s Legal Liability (ELL):

- A. \$2,000,000 minimum limit per occurrence or claim, \$2,000,000 aggregate.

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 6, 2025**

PURCHASE UPDATED SPORTS STATISTICAL REASONING CURRICULUM

Background

According to Administrative Regulation 6161.1, "Adoptions shall be considered valid for future edition(s) of the textbook/resources that are released by the publisher prior to the next regularly scheduled adoption, provided that there are no substantive changes to the content or material as evaluated by district staff." The current textbook was published in 2014. El Dorado and Yorba Linda High Schools have 63 students enrolled in this class. As evaluated by our sports statistics teachers and instructional staff, *Statistical Reasoning in Sports*, published by BTW, has not undergone any substantive curriculum changes. The new edition has three new chapters: (Testing Claims in Sports, Experiments, and Analyzing Quantitative Variables), and there are also new and more relevant statistical applications that reflect current athletes, sports references, and examples. A digital version of the new edition is also available, which was not the case for the previous edition.

On March 7, after posting information to the district website, a 30-day public display of the curriculum was set up at the district office, allowing members of the PYLUSD community to visit and review hardcopy and digital materials during office hours. Those visiting the public review display are able to submit feedback and/or comments through a digital feedback form. The 30-day public display concluded on April 7, 2025, with zero comments.

Financial Impact

Lottery funds, NTE: \$20,401

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Michael Young, Director, Secondary Education

This price quote is good for 60 days. BFW High School Publishers is committed to delivering the best value for the program you have adopted. Pricing herein may reflect package discounts. Removing or editing components may cancel any package discounting applied to component items. Prices subject to change, including annual increases in November. Shipping fees are estimated; actual shipping fees may vary.

Purchase Orders: Please attach a copy of this price quote to your purchase order and submit your purchase order to:

MPS 16365 James Madison Highway Gordonsville, VA 22942
 Email: highschool@mps virginia.com / Phone: (540) 672-7744

Quote Number	00120157	Prepared By	Rachael Babcock
Created Date	2/17/2025	Phone	+1 6469374824
		Email	rbabcock@bfpwpub.com

Bill To	Placentia Yorba Linda USD 1301 E Orangethorpe Ave Placentia, California 92870 United States	Ship To	Placentia Yorba Linda USD 1301 E Orangethorpe Ave Placentia, California 92870 United States
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Itemized Products

ISBN	EAN	Product	Edition	Author	Sales Price	Quantity	Total Price
1464142335	9781464142338	Statistical Reasoning in Sports	2	Josh Tabor;Chris Franklin	USD 125.98	100.00	USD 12,598.00
1319609023	9781319609023	Achieve for Statistical Reasoning in Sports (Seven-Use Online; Add-On)	2	Josh Tabor;Chris Franklin	USD 49.00	100.00	USD 4,900.00
1319609015	9781319609016	Achieve for Statistical Reasoning in Sports (Seven-Use Online)	2	Josh Tabor;Chris Franklin	USD 137.98	14.00	USD 1,931.72

Itemized Product Total: USD 19,429.72

Free Product: Please include in your PO:

ISBN	EAN	Free Product	Edition	Author	Line Item Description	Net Price	Quantity	Your Price
1319069444	9781319069445	Teacher's Resource Flash Drive for Statistical Reasoning in Sports	2	Josh Tabor;Chris Franklin;Doug Tyson		USD 495.98	2	\$0.00
1464142335	9781464142338	Statistical Reasoning in Sports	2	Josh Tabor;Chris Franklin	Teacher Copy -- no Teacher Edition	USD 125.98	2	\$0.00

Total Available for Purchase USD 0.00

Shipping Information

Schools are typically tax exempt however if your school is **NOT** tax exempt, please note that your local tax rate will apply to this quote.

Shipping Location Continental US and Puerto Rico

Shipping Fees: USD 971.49
Special Shipping Fees: USD 0.00
Total Shipping Fees: USD 971.49

Itemized Products + Shipping Fees: USD 20,401.21

Instructor Resources

Digital Adopters: Instructor resources will be available within your product; no action needed

Print Only Adopters: Instructor resources can be unlocked by visiting www.bfwpub.com/AdopterTRM

Digital Subscription Terms

Digital subscription terms: With respect to each product, the number of licenses allocated to you will be determined by multiplying the quantity purchased by the number of uses (where use = year). [Example: 100 units of a 6-use product = 600 licenses.]

Access to each title will expire on the first to occur of (1) all purchased units which would be available over the course of the number of uses have been utilized, or (2) the number of uses has transpired utilizing the following calculation: utilizing August 1 as the start of a new year, (i) If the invoice date falls between January 1 and September 30, the end date of the subscription term shall be calculated as the invoice year plus the number of uses indicated [Example: 100 units of a 6-use product is invoiced on April 15, 2023. The end date based on uses purchased = July 31, 2029]; and (ii) If the invoice date falls between October 1 and December 31, the end date of the subscription term shall be calculated as invoice year plus the number of uses indicated + 1. [Example: 100 units of a 6-use product is invoiced on November 15, 2023. The end date based on uses purchased = July 31, 2030.]

For complete subscription terms, see bfwpub.com/subscription-terms. Your issuance of a purchase order based on this quote or your payment for the courseware subscription signifies your affirmative understanding and acceptance of these terms.

The Accelerator Option: If chosen at the time of initial purchase, the accelerator option permits the one-time option to upgrade to a new courseware edition at any time within your active courseware subscription term. It is your responsibility to inform your sales representative when you are ready to proceed with the upgrade. The Accelerator Option does not apply to e-books and applies exclusively to digital courseware and not print products.

Miscellaneous Information

Sole Source Statement: Competition in providing the above named products is precluded by the existence of a copyright. There are no like products available for purchase that serve the same purpose because of exclusive distribution/marketing rights. These products should be purchased directly from BFW (MPS) or its approved depositories. Purchases from any other source would not ensure the item's authenticity/warranty. Unapproved 3rd party vendors cannot provide packages, digital materials or teaching materials. BFW (MPS) cannot provide these items to a school if the student edition has been purchased through a third party. We are the sole source for these items and packages.

Note for Canadian Users: Please note that invoices are issued in CAD, but if payment is to be made via credit card, it will be processed through our US Bank and an exchange rate fee will be applied.

NOTE: If you plan to place an order and will require a signed data agreement, please send to your rep as soon as possible. Agreement reviews take an average of 1-3 weeks to review.

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 6, 2025**

**CURRICULUM FOR HONORS CIVICS AT YORBA LINDA HIGH SCHOOL IN PARTNERSHIP
WITH THE NIXON LIBRARY AND MUSEUM**

Background

Next school year, in partnership with the Nixon Presidential Library and Museum, Yorba Linda High School will offer a newly developed semester-long Honors Civics course for eleventh- and twelfth-grade students. This inquiry-based course offers students the opportunity to attend class once a week at the Nixon Library, where they will learn directly from library docents. Students will be responsible for self-transportation to the Nixon Library and Museum.

The curriculum, Project Citizen, selected for this course was reviewed by the classroom teacher and our curriculum specialist, history social science TOSA. This textbook was chosen based on its ability to help students with their capstone project, as well as the assignments and activities that will complement the students' experiences at the Nixon Library and Museum. The Curriculum Council recommended this curriculum for Board adoption with a vote of 40 ayes, 2 noes, and 0 abstain. The curriculum was placed on public display in the District Office from March 31, 2025-April 28, 2025, with no comments received.

Financial Impact

Lottery funds, NTE: \$328

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Michael Young, Director, Secondary Education

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-
-

5115 Douglas Fir Rd, Ste J
Calabasas, CA 91302
818-591-9321
sales@civiced.org
milianni@civiced.org

Center for Civic Education

Mar 28, 2025

Placentia Yorba Linda Unified School District
Attn: Michelle Steuber
1301 E Orangethorpe Ave
Placentia, CA 92870

Submit this quote with your order!

Thank you for your interest in our material. Below is the cost of the items requested along with shipping costs. The shipping cost is based on delivery to 1301 E Orangethorpe Ave, Placentia CA 92870..

~ **Project Citizen Level 2 Student Book / ISBN 0-89818-393-6**
Project Citizen: Community Engagement in Public Policy is designed to showcase the importance of being involved in one's local community, state, and nation. It is a powerful tool that will help you learn the skills and knowledge you need to be an active, responsible, and impactful member of society.

In this updated edition of Project Citizen are new integrated opportunities, resources, and lessons for you to learn and practice the skills of media literacy throughout the Project Citizen process. Understanding how to find sources, evaluate evidence, assess media credibility, and identify biases and misinformation are essential skills for everyone, especially those who are engaged in this project.
Price: \$24.00; 10+ \$23 each

~ **Project Citizen Level 2 Teacher's Guide / ISBN 0-89818-394-4**
The *Project Citizen Teacher's Guide* provides step-by-step instructions for utilizing Project Citizen and includes sample worksheets for use in creating a portfolio and holding a culminating showcase and public hearing on students' work. The latest, 2024 edition includes optional introductory lessons and supplemental materials for enriching student learning.
Price: \$28.00

Price quote 03/28/2025

Project Citizen Level 2 Student Book (0-89818-393-6)	12 copies	\$276.00
Shipping/Handling		\$27.60
CA Sales Tax (8.75%)		\$24.15
Total -		\$327.75

Please let me know if you have any questions or need further assistance.
Sincerely,
Valerie Milianni

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 6, 2025**

APPROVE GRADES 6-8 ENGLISH LANGUAGE ARTS TEXTBOOK ADOPTION

Background

In accordance with Board Policy 6161, recommendations are made to the Board of Education for the adoption of basic and supplementary textbooks. Our current English language arts materials for grades 6-8 were adopted in 2017.

A team of nineteen pilot teachers from across the district piloted two different publishers to assess the curriculum options. After formal evaluation, the pilot teachers selected Houghton Mifflin Harcourt (HMH) *Into Literature* curriculum.

The recommended middle school textbook HMH *Into Literature* was recommended by the Curriculum Council for Board approval on March 24, 2025 with a vote of 41 ayes, 0 noes, and 0 abstain. They were placed on a 30-day display for review in the District Office from March 31, 2025 to May 1, 2025, and no public feedback was received for this curriculum.

Financial Impact

Lottery Funds, NTE: \$2,291,393

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Michael Young, Director, Secondary Education



Proposal #009315354
Prepared For
Placentia-Yorba Linda USD

Attention:
Kimberly Schultz
kschultz@pylUSD.org

For the Purchase of:
Into Literature with Writable 7Yr

Prepared By
Elizabeth Hebgen
liz.hebgen@hnhco.com

Please submit this proposal with your purchase order.

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchases may be reviewed here:
<http://www.hnhco.com/common/terms-conditions>

Send **Check Payments** to:
HMH Education Company
14046 Collection Center Drive
Chicago, IL 60693

Attention:
Kimberly Schultz
kschultz@pylUSD.org

Send **Orders** to:
orders@hnhco.com
FAX: 800-269-5232

HMH Confidential and Proprietary

Proposal for Placentia-Yorba Linda USD

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
<u>Teacher Digital</u>					
1893767 9798202065606	Into Literature Middle School VRS2 WR Teacher License 7 Year Digital	\$1,864.80			162
Package Includes: Into Literature Digital Teacher Resources 7 Year Grades 6-8 Writable ELA Digital Teacher Resources 7 Year Grades 6-8 Access to Teacher's Corner					

Total for Teacher Digital **\$ 0.00**

<u>Grade 6</u>					
Student Digital Licenses					
1893751 9798202065446	Into Literature Middle School VRS2 WR Student License 7 Year Digital	\$236.25	1,926	\$455,017.50	
Package Includes: Into Literature Digital Student Resources 7 Year Grades 6-8 Writable ELA Digital Student Resources 7 Year Grades 6-8 Implementation Success					

Total for Student Digital Licenses **\$455,017.50**

A la Carte Items Available for Purchase

Teacher Materials

1791535 9780358416487	Into Literature Teacher Edition Grade 6	\$197.35	66	\$13,025.10	
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Student Material

1805861 9780358538295	Into Literature Softcover Student Edition 7 Year Print Grade 6	\$42.00	1,926	\$80,892.00	
1793807 9780358436041	Language Arts Novel 3 Points Recommended for a range of titles and choices from the HMH Novel List.	\$12.50	1,926	\$24,075.00	
1773741 9780358275589	Into Literature Grammar Practice Workbook Print Subscription 7 Year Grade 6	\$46.45	1,926	\$89,462.70	

Total for A la Carte Items Available for Purchase **\$207,454.80**

Total for Grade 6 **\$662,472.30**

Grade 7 Student Digital Licenses

Send **Check Payments** to:
HMH Education Company
14046 Collection Center Drive
Chicago, IL 60693

Attention:
Kimberly Schultz
kschultz@pylUSD.org

Send **Orders** to:
orders@hnhco.com
FAX: 800-269-5232

HMH Confidential and Proprietary

Proposal for Placentia-Yorba Linda USD

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
1893751 9798202065446	Into Literature Middle School VRS2 WR Student License 7 Year Digital Package Includes: Into Literature Digital Student Resources 7 Year Grades 6-8 Writable ELA Digital Student Resources 7 Year Grades 6-8 Implementation Success	\$236.25	1,939	\$458,088.75	
Total for Student Digital Licenses		\$458,088.75			
A la Carte Items Available for Purchase					
Teacher Materials					
1791536 9780358416494	Into Literature Teacher Edition Grade 7	\$197.35	47	\$9,275.45	
Student Materials					
1805862 9780358538301	Into Literature Softcover Student Edition 7 Year Print Grade 7	\$42.00	1,939	\$81,438.00	
1793807 9780358436041	Language Arts Novel 3 Points Recommended for a range of titles and choices from the HMH Novel List.	\$12.50	1,939	\$24,237.50	
1773742 9780358275596	Into Literature Grammar Practice Workbook Print Subscription 7 Year Grade 7	\$46.45	1,939	\$90,066.55	
Total for A la Carte Items Available for Purchase		\$205,017.50			
Total for Grade 7		\$663,106.25			

Grade 8 Student Digital Licenses

1893751	9798202065446	Into Literature Middle School VRS2 WR Student License 7 Year Digital	\$236.25	2,038	\$481,477.50
Package Includes:					
Into Literature Digital Student Resources 7 Year Grades 6-8					
Writable ELA Digital Student Resources 7 Year Grades 6-8					
Implementation Success					
Total for Student Digital Licenses			\$481,477.50		
A la Carte Items Available for Purchase					
Teacher Materials					
1791537	9780358416500	Into Literature Teacher Edition Grade 8	\$197.35	49	\$9,670.15
Student Materials					
1805863	9780358538318	Into Literature Softcover Student Edition 7 Year Print Grade 8	\$42.00	2,038	\$85,596.00
1793807	9780358436041	Language Arts Novel 3 Points	\$12.50	2,038	\$25,475.00

Send **Check Payments** to:
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14046 Collection Center Drive
Chicago, IL 60693

Attention:
Kimberly Schultz
kschultz@pyslud.org

Send **Orders** to:
orders@hnhco.com
FAX: 800-269-5232

HMH Confidential and Proprietary

Proposal for Placentia-Yorba Linda USD

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
Recommended for a range of titles and choices from the HMH Novel List.					
1773743 9780358275602	Into Literature Grammar Practice Workbook Print Subscription 7 Year Grade 8	\$46.45	2,038	\$94,665.10	
Total for A la Carte Items Available for Purchase		\$215,406.25			
<u>Total for Grade 8</u>		\$696,883.75			

Professional Services - Into Literature 6-8 Version 2 WR

Coaching

1858759 9780358885481	Connected Solutions Into Literature V2 Coaching In-Person 6-Hour Grades 6-12	\$4,200.00	3	\$12,600.00	
1883292 9798202010903	Coachly Getting Started Live Online 1-Hour Grades K-12 In this initial district-scheduled session, participants will explore the Coachly experience, discuss the impact of collaboration on student and teacher growth, and develop strategies to make the most of their Coachly partnership.		1		
1883291 9798202010897	Coachly Leader Success Live Online 1-Hour Grades K-12 In this building level leader-focused session, participants will explore the Coachly experience, discuss its value and the impact of collaboration on student and teacher growth, and develop strategies to make the most of their Coachly partnership.		1		
Included are recommendations for usage and progress monitoring and details around next steps for teachers to launch their partnerships.					
1866754 9780358933519	Into Literature Vrs2 Connected Solution WR Coachly Digital License 1 Year Grades 6-12 Coachly provides one-on-one coaching to teachers to build their program expertise, support lesson planning, and discuss data-driven, actionable strategies to grow teacher practice. Each teacher is matched with a certified coach with whom they can schedule virtual sessions and message via the Ed platform. Coachly licenses are a one year digital subscription.	\$1,500.00	1	\$1,500.00	

Total for Coaching **\$14,100.00**

Implementation Support for Into Literature 6-8 Version 2 WR

1893672 9798202064654	Into Literature VRS2 WR Getting Started In-Person 6-Hour Grades 6-8 In this six-hour Getting Started, participants explore the essential components of Into Literature and its instructional model, walk through a lesson, and practice accessing key resources on HMH Ed. To strengthen learning, they collaborate with colleagues to explore their new program and engage in rich discussions. Participants become prepped and ready to plan their first lessons as they continue learning on the Teacher Success Pathway. Getting Started is the initial step towards a successful first 30 days. Ongoing training and support will be provided on Ed through their Into Literature Teacher Success Pathway. This guided learning pathway offers a recommended sequence of topics, including live sessions, videos, interactive media, and related resources, to help teachers plan, teach, and assess student learning using their new HMH program. After teachers complete pathway topics, they receive a certificate of completion.	\$4200.00			3
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Send **Check Payments** to:
HMH Education Company
14046 Collection Center Drive
Chicago, IL 60693

Attention:
Kimberly Schultz
kschultz@pylusd.org

Send **Orders** to:
orders@hnhco.com
FAX: 800-269-5232

HMH Confidential and Proprietary

009315354 Sold:0000322846 Ship:0000322846

Page 4 of 6

Please submit this form with your purchase order

Proposal for Placentia-Yorba Linda USD

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
1893663 9798202064562	Into Literature VRS2 WR Leaders Success Live Online 1-Hour Grades 6-8 During this one-hour live online session, leaders learn about the design and resources of their HMH program. To help leaders develop a plan to guide implementation and set up teachers for a successful start, HMH Coaches share tools and best teaching and student learning practices to observe in the classroom. Leaders also preview the Teacher Success Pathways and resources on HMH Ed for ongoing support.	\$400.00			1
Total for Implementation Support for Into Literature 6-8 Version 2 WR		\$0.00			
<u>Total for Professional Services - Into Literature 6-8 Version 2 WR</u>		\$14,100.00			

Total Savings:	\$315,097.60
Subtotal Purchase Amount:	\$2,036,562.30
Shipping & Handling:	\$183,808.13
Sales Tax:	\$71,022.60

Total Cost of Proposal (PO Amount):	\$2,291,393.03
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Send **Check Payments** to:
HMH Education Company
14046 Collection Center Drive
Chicago, IL 60693

Attention:
Kimberly Schultz
kschultz@pylud.org

Send **Orders** to:
orders@hnhco.com
FAX: 800-269-5232

HMH Confidential and Proprietary

Total Cost of Proposal (PO Amount): \$2,291,393.03

Thank you for considering HMH as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
 - o Point of Contact for Print materials
 - o Point of Contact for Digital materials
 - o Point of Contact for Scheduling Professional Development
 - o Email address for Accounts Payable contact
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to: Placentia Yorba Linda USD 1301 E Orangethorpe Ave Placentia, CA 92870-5302	Sold to: Placentia Yorba Linda USD 1301 E Orangethorpe Ave Placentia, CA 92870-5302
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- Please provide funding start and end dates.
- Please note HMH bills products and services as they are fulfilled. You may receive multiple invoices for your order.
- HMH reserves the right to transmit documents electronically.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Destination.
- Any proposed shipping or tax amount provided on this proposal, is based on the Ship To account location quoted within.
- If the location of your delivery changes, please include the proper sales tax and shipping charges for that location in the applicable Purchase Order
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.

Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: <http://www.hmhco.com/common/terms-conditions>

Date of Proposal: 4/22/2025

Proposal Expiration Date: 6/6/2025



Send **Check Payments** to:
 HMH Education Company
 14046 Collection Center Drive
 Chicago, IL 60693

Attention:
 Kimberly Schultz
 kschultz@pylusd.org

Send **Orders** to:
 orders@hnhco.com
 FAX: 800-269-5232

HMH Confidential and Proprietary

009315354 Sold:0000322846 Ship:0000322846

Page 6 of 6

Please submit this form with your purchase order

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 6, 2025**

**APPROVE THE RENEWAL AGREEMENT WITH STUDYSYNC AS THE ELA CURRICULUM
FOR GRADES 9-12**

Background

In accordance with Board Policy 6161, recommendations are made to the Board of Education for the adoption of basic and supplementary textbooks. Our current grades 9-12 English language arts materials were published and adopted in 2017, and our 7-year adoption cycle will expire at the end of June 2025.

The renewal proposal for the high school StudySync curriculum was approved by the Curriculum Council for Board approval on March 24, 2025 with a vote of 42 ayes, 0 noes, and 1 abstain. They were placed on a 30-day display for review in the District Office from March 31, 2025 to May 1, 2025, and no public feedback was received for this curriculum.

Financial Impact

Lottery Funds, NTE: \$1,223,531

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Michael Young, Director, Secondary, Education



Because learning changes everything.®

QUOTE PREPARED FOR:

Placentia Yorba Linda USD
245 JEFFERSON ST
PLACENTIA, CA 92870-5558
ACCOUNT NUMBER: 235306

CONTACT:

CAMERON CASTANEDA
ccastaneda@pylusd.org
(714) 986-7000

SUBSCRIPTION/DIGITAL CONTACT:

CAMERON CASTANEDA
ccastaneda@pylusd.org
(714) 986-7000

SALES REP INFORMATION:

Mia Gordon
mia.gordon@mheducation.com
(310) 739-1827

Section Summary	Value of All Materials	Free Materials	Product Subtotal
Study Sync ©2023 - Grade 9 - Digital	\$268,245.54	(\$8,319.72)	\$259,925.82
Study Sync ©2023 - Grade 10 - Digital	\$290,758.80	(\$8,319.72)	\$282,439.08
Study Sync ©2023 - Grade 11 - Digital	\$282,279.78	(\$8,319.72)	\$273,960.06
Study Sync ©2023 - Grade 12 - Digital	\$316,926.81	(\$8,319.72)	\$308,607.09
PRODUCT TOTAL *	\$1,158,210.93	(\$33,278.88)	\$1,124,932.05
ESTIMATED S&H**			\$166.90
ESTIMATED TAX**			\$98,431.56
GRAND TOTAL*			\$1,223,530.51

* Price firm for 120 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Comments:

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-780-0246 | Fax: 1-866-513-8081

QUOTE DATE: 03/07/2025

ACCOUNT NAME: Placentia Yorba Linda USD

EXPIRATION DATE: 07/05/2025

QUOTE NUMBER: TGUYTON-03072025044922-001

ACCOUNT #: 235306

PAGE #: 1



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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
Study Sync ©2023 - Grade 9 - Digital					
STUDYSYNC CORE ELA GR 9 DIGITAL STDNT BNDL 7YR SUBSC PLUS 2 NOVELS	978-0-07-904341-2	1778	\$146.19	\$0.00	\$259,925.82
<i>Contains: SSCORELA G9 STD ONLN 7Y SUB; SS CORELA G6-12 PRNBASNVL FLLW</i>					
<u>Teacher Materials</u>					
STUDYSYNC CORE ELA GRADE 9 TEACHER EDITION PACKAGE VOLUMES 1 AND 2	978-0-07-703787-1	19	\$211.23	\$4,013.37	*Free Materials
STUDYSYNC CORE ELA GRADE 9 TEACHER ONLINE 7YR SUBSCRIPTION	978-0-07-683532-4	19	\$226.65	\$4,306.35	*Free Materials

Teacher Materials Subtotal: \$8,319.72 \$0.00

Study Sync ©2023 - Grade 9 - Digital Subtotal: \$8,319.72 \$259,925.82

Study Sync ©2023 - Grade 10 - Digital					
STUDYSYNC CORE ELA GR 10 DIGITAL STDNT BNDL 7YR SUBSC PLUS 2 NOVELS	978-0-07-904342-9	1932	\$146.19	\$0.00	\$282,439.08
<i>Contains: SSCORELA G10 STD ONLN 7Y SUB; SS CORELA G6-12 PRNBASNVL FLLW</i>					
<u>Teacher Materials</u>					
STUDYSYNC CORE ELA GRADE 10 TEACHER EDITION PACKAGE VOLUMES	978-0-07-703791-8	19	\$211.23	\$4,013.37	*Free Materials

1 AND 2	978-0-07-703791-8	19	\$211.23	\$4,013.37	*Free Materials
STUDYSYNC CORE ELA GRADE 10 TEACHER ONLINE 7YR SUBSCRIPTION	978-0-07-683536-2	19	\$226.65	\$4,306.35	*Free Materials

Teacher Materials Subtotal: \$8,319.72 \$0.00

Study Sync ©2023 - Grade 10 - Digital Subtotal: \$8,319.72 \$282,439.08

Study Sync ©2023 - Grade 11 - Digital					
STUDYSYNC CORE ELA GR 11 DIGITAL STUDENT BNDL 7YR SUBSC PLUS 2 NOVELS	978-0-07-904180-7	1874	\$146.19	\$0.00	\$273,960.06
Contains: SSCORELA G11 STD ONLN 7Y SUB; SS CORELA G6-12 PRNBASNVL FLLW					
STUDYSYNC CORE ELA GRADE 11 TEACHER ONLINE 7YR SUBSCRIPTION	978-0-07-683537-9	19	\$226.65	\$4,306.35	*Free Materials
Teacher Materials					
STUDYSYNC CORE ELA GRADE 11 TEACHER EDITION PACKAGE VOLUMES 1 AND 2	978-0-07-703792-5	19	\$211.23	\$4,013.37	*Free Materials

Teacher Materials Subtotal: \$4,013.37 \$0.00

Study Sync ©2023 - Grade 11 - Digital Subtotal: \$8,319.72 \$273,960.06

Study Sync ©2023 - Grade 12 - Digital					
STUDYSYNC CORE ELA GR 12 DIGITAL STUDENT BNDL 7YR SUBSC PLUS 2 NOVELS	978-0-07-904182-1	2111	\$146.19	\$0.00	\$308,607.09
Contains: SSCORELA G12 STD ONLN 7Y SUB; SS CORELA G6-12 PRNBASNVL FLLW					
Teacher Materials					

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QUOTE DATE: 03/07/2025
QUOTE NUMBER: TGUYTON-03072025044922-001

ACCOUNT NAME: Placentia Yorba Linda USD
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EXPIRATION DATE: 07/05/2025
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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
STUDYSYNC CORE ELA GRADE 12 TEACHER EDITION PACKAGE VOLUMES 1 AND 2	978-0-07-703796-3	19	\$211.23	\$4,013.37	*Free Materials

STUDYSYNC CORE ELA GRADE 12 TEACHER ONLINE 7YR SUBSCRIPTION	978-0-07-683541-6	19	\$226.65	\$4,306.35	*Free Materials
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Teacher Materials Subtotal:	\$8,319.72	\$0.00
Study Sync ©2023 - Grade 12 - Digital Subtotal:	\$8,319.72	\$308,607.09

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PLACENTIA, CA 92870-5558
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CAMERON CASTANEDA
ccastaneda@pylusd.org
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VALUE OF ALL MATERIALS	\$1,158,210.93
FREE MATERIALS	(\$33,278.88)
PRODUCT TOTAL*	\$1,124,932.05
ESTIMATED SHIPPING & HANDLING**	\$166.90
ESTIMATED TAX**	\$98,431.56
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QUOTE NUMBER:	TGUYTON-03072025044922-001	ACCOUNT #: 235306	PAGE #: 4

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 6, 2025**

CONSIDERATION FOR I SURVIVED SERIES NOVEL PILOT

Background

In accordance with Board Policy 6161.3, the novel titled *I Survived* was submitted for formal review to our Literature Review Committee (comprised of parents, educators, and district staff), who reviewed the novels and recommended them for pilot approval. Subsequently, the book was taken to the Curriculum Council on March 24, 2025, where it was recommended for pilot with a vote of 36 ayes, 0 noes, 1 abstain.

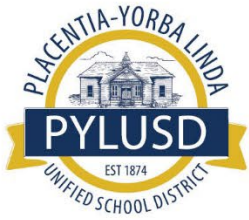
We are now seeking the approval of this novel to be piloted in the sixth grade for the 2025-26 school year at Morse, Fairmont, and Wagner Elementary Schools. Advance parent notification will be sent out with an option to opt out.

Financial Impact

Site funds, NTE: \$500 per class set

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Michael Young, Director, Secondary Education



**Placentia-Yorba Linda
Unified School District**

Putting Kids First

1301 E. Orangethorpe Avenue
Placentia, CA 92870
www.pylusd.org

Allan Mucerino, Ed.D.
Acting Superintendent

Board of Education
Marilyn Anderson
Leandra Blades
Carrie Buck
Todd Frazier
Tricia Quintero

Month Day, 2025

Dear Parents and Guardians,

We are writing to make you aware that the Board recently approved a novel pilot for your student's class. This literature underwent a rigorous review process where it was presented to and evaluated by our Literature Review Committee, composed of teachers and community members, as well as the Curriculum Council, composed of teachers and administrators.

Your student's class will be participating in a pilot of the I Survived series, beginning October of 2025. The pilot series is meant to foster interest in science topics related to our sixth grade science curriculum as the fictional novels center around historical events such as the *Mt. Saint Helens eruption*, *1964 Alaska Earthquake* and *2018 Japanese Tsunami*. If you would like your child to opt out of this novel study, please contact your child's language arts teacher directly prior to the date indicated above and an alternative assignment of equal value will be offered in an alternative setting.

At the conclusion of the pilot, teachers will provide a survey to students and parents. PYLUSD values your feedback, so please look for the opportunity to share your experience. All feedback will be read, considered, and brought forward to the Curriculum Council for further review. At the conclusion of this process, a final recommendation will be made to the Board regarding adding this novel to the Core and Extended Reading List.

If you have any questions regarding our novel pilot process and/or concerns, please reach out to your school's Principal or our Secondary Curriculum Administrator, Cameron Castañeda at ccastaneda@pylud.org.

We are excited about this opportunity to work with new materials as we continue our district's unwavering commitment to student success.

Thank you for your support,

Michael Young, Director of Secondary Education

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 6, 2025**

NEW COURSE REQUESTS: AP CYBER NETWORKING

Background

Following Board Policies 6140.1-AR and 6141.6-AR encompassing the Review and Development of Educational Programs [New Courses], the AP Cyber Networking course has been requested for adoption for Valencia High School beginning with the 2025-26 school year.

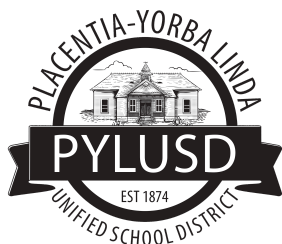
The course request was brought forward to the March 24, 2025 Curriculum Council meeting and was voted 45 ayes, 0 noes, and 0 abstain. On March 31, 2025, a 30-day public display was announced on the district website, allowing visitors to submit feedback and/or comments through a digital feedback form. The 30-day public display concluded on May 1, 2025, with no comments.

Financial Impact

Site Funds, NTE: \$500

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Michael Young, Director, Secondary Education



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

Course Description

Kickstart Cyber - Networking

Course Information

Transcript Abbreviation:	AP CK Cyber 1
Aeries Course Number:	
Course Length:	Full Year (2 Semesters)
High School Requirement:	No
Department:	Business and Technology/ValTech

UC/CSU Subject Area Information

UC Subject Area:	Information and Communication Technology
College Prep Elective (g):	g
Grade Level(s):	10th, 11th, 12th
UC Honors Designation:	Yes
Course Learning Environment:	Classroom-Based
Integrated Courses:	CTE, Information and Communication Technologies: Networking

Course Overview

AP Kickstart Cyber - Networking is a full-year high school course that covers the fundamentals of networking. It is equivalent to a college-level Introduction to Networking course. The course interweaves essential networking concepts with relevant, hands-on problem-solving activities to maximize students' mastery of network administration and computer security knowledge. This course teaches covers the foundation of networking and network devices, how to use different network applications and protocols to accomplish networking tasks, how IP addresses are calculated and assigned, how the physical, data link, and network layers work together to provide end-to-end connectivity, how to provide basic network diagnostics and troubleshooting including endpoints, networks, for both local and remote scenarios. Students will learn the foundations of security and about network and computer threats and attacks including application, cyber, wireless, and mobile device attacks, and how to perform basic secure wireless configuration; they will study relevant security practices that secure the transmission of data both within and

between computer networks. Students will also learn the basics of mobile and web-based application security as it applies to software design and implementation.

Prerequisite Requirement?

N/A

Prerequisite:

AP CompSci Principles or Equivalent

Co-requisite?

IT Essentials

Co-requisite:

Course Content:

Unit 1 - History of the Internet

Topics – Students will understand the history of the computer network, the evolution from DarpaNet to today's Internet, explain the various types of network protocols and how ethernet emerged as the most used. Students will show how changes in the types of data moved across a network drove changes to protocols and applications used today. Students will also discuss the impact of disruptive technologies on network security as well as the development of today's Network Administrator.

Key Assignment - The key assignment will be educating students on significant historical changes to networks, its financial impact, and what changes were driven by technology and which were market driven. Students will write a two-page paper on one significant technology change, either market or technology driven, documenting the details of how the need for change was identified, who were the major players in the change and what new technologies emerged from the changes. Students will learn how networks have evolved over time and how the Internet drove change with all technologies directly or indirectly connected through the network.

Unit 2 - Computer Basics

Topics – Students will dissect a computer and identify the various hardware components to include CPU, power supply, hard, solid state, optical and floppy drives, motherboard, external drives and connections. Students will understand the purpose of the various pieces of computer hardware. Students will also understand the software fundamentals including BIOS, operating system, applications, and component drivers. They will also understand and configure peripheral devices and the learn the role they play in increasing a computer's functionality.

Key Assignment - The key assignment will be showing how the computer components interact

with other components and how those components have evolved over time. Students will design a theoretical computer that will be built 10 years in the future, project what hardware changes will be needed to support this computer, why this computer type will be necessary. The project will include a sketch of the computer and a paper detailing the purpose of the computer along with description of each hardware component, how they interact with others components and what future innovations are required to make this computer a reality. Students will learn how computers function internally, how components interact and build their cyber vocabulary.

Unit 3 – Host Device Operating Systems

Topics – This unit provides an overview of end devices used on a network. Desktops, laptops, tablets and smart devices all connect to networks to increase their functionality and all use an operating system. Students will learn Windows and Linux Operating systems extensively as well as a basic understanding of chrome, android and IOS operating systems. Network Administrators must be familiar with networking concepts and the operating systems used on their networks to meet the expectations and needs of customers and network users. Students will learn the installation and configuration of operating systems as well as best practices for securing these operating systems. There will be a focus on the network interface portion of operating systems from static configuration of network information to dynamic configuration. Students will learn how to build, configure and connect a wide variety of host devices for use in today's connected work environment.

Key Assignment – The key assignment will be building a host device, desktop or laptop computer, install the operating system, Windows or Linux, given the parameters set forth by a network administrator. They will connect it to a network and make sure that it functions as needed. Once completed they will then convert the hardware to run on a different operating system making sure to not lose any functionality. Students will focus on areas of function, connectivity and security, following known and industry accepted best practices.

Unit 4 – Troubleshooting Host and Peripheral Devices

Topics – This section teaches students about the most common types of peripheral devices, focus will be on printers, and how to troubleshoot common types of issues that arise. Driver updates, misconfiguration and device malfunctions, for example a printer paper jam, are all problems that users face and network administrators should have a solid understanding of common fixes. Students will also learn to configure SNMP on devices to enable the network administrator to better serve the users of his organization. Students will learn and understand troubleshooting techniques and tools that allow network administrators to more efficiently and

effectively support all users on a network.

Key Assignment – The key assignment will be to discuss the various troubleshooting methods and how they are different and how they are similar. Students will focus on the most common two problems with printers, identify the troubleshooting steps involved and identify the SNMP messages that would be sent to a syslog server. Students will also explain how an alert is configured to alert the network administrator aware of the problem or problems. The format for the students will be an AVID-like one-pager of the process that can be used by technicians in the field or at the help desk.

Unit 5- Careers in Information Systems Support and Network Administration

Topics – Students will learn the different career fields and job titles in the network support and administration field. They will research the top 5 career concentrations and their respective career cluster. Each student will learn expectations of working in this career and the education and training needed to obtain a career in this field. Students will also identify the accepted areas of career experience needed to get a career in an information and communication technology (ICT) field. Students will learn how to find, get and keep a job in the ICT field.

Key Assignment – The key assignment will be the students building a resume that they believe will get them a career in their desired field. They will also write a cover letter to go with the resume and have it focus on an actual career opportunity found online. The students will then dress for and attend a mock interview with a school administrator, district IT department person or volunteer from the industry sector.

Unit 6 – Networking Today

Topics – Students will learn the impact of networks on our daily lives and the various components that comprise networks of today. Students will gain a working knowledge of the symbols and terminology of today's network designers and engineers. While learning the various topologies that comprise the multitude of networks, students will learn about the connections between networks and four basic requirements of reliable networks. The way we interact in today's connected world is being influenced by numerous trends, some are known, like BYOD, the cloud, collaboration and others have yet to emerge. Students will study trends to learn how networks adapt to meet this demand. Network security will always be a part of any discussion of connectivity and students will begin to look for vulnerabilities created by change.

Key Assignment – A key assignment for this unit is learning how to build a network in a simulated environment. Students will use Cisco Packet Tracer to build and test a network while properly labeling all devices, identifying the topology used, the four requirements of reliability being implemented and then discuss how changes to their network will affect the ability of the network administrator to secure the network. Students will learn to identify all parts of a network and analyze the design for reliability and function and evaluate its ability for meeting the needs of today's changing networks.

Unit 7 – Packet switching and managed device configuration

Topics – This unit introduces the function of packet switching in a network. Switches operate at the data link layer and have specific roles in providing access to the network. Students will learn how a switch works with the end devices to provide access to the network. Students will learn about managed and unmanaged networking devices and learn the operating systems that run a managed device. Students will learn basic configuration for packet switching devices as well as ways to verify proper configuration. The use of ports and addresses to move packets through a network between end devices will be explained to the students. Students will be able to identify the most common ports used on the network and how to configure packet switching devices to forward packets using these ports and addresses.

Key Assignment – Students will configure a layer 2 managed switch and build a small network to apply the topics and show proficiency of knowledge. They will have to configure the switch from an out-of-the-box configuration to one that meets all the requirements put forth by the networking administrator. The student will follow up the successful completion of their network build with a one-page report detailing the steps and commands used to build the network as well as any troubles they may have had to overcome during the process. They will analyze and discuss their networks in a class discussion.

Unit 8 – Communication protocols and the models that standardize the communication process.

Topics – Students will learn how the communication process works. How messages are transmitted and received first by humans and moving into networking devices. Students will learn the rules or protocols that allow communication to take place effectively and efficiently. Students will learn how standardization of communication protocols facilitated the growth of the

network by allowing multiple platform compatibility. Students will learn the layered structure of the TCP/IP and OSI reference models that emerged from the drive for standardization. Students will learn how data encapsulation allows data to be transported across a network and data access protocols enable access to network resources.

Key Assignment – The key assignment here will be for a two-person team the students to develop their own communication system to get a message to another two-person team. They will have to demonstrate the successful communication of the message to the other team and their response. The students will create a slide presentation to go with their demonstration of their communication model that shows how they have met the steps within the TCP/IP or OSI reference model.

Unit 9 – Ethernet Packet Switching

Topics – Students will learn how Ethernet operates in a switched network. Students will learn what an Ethernet frame is and the various layers that make up the frame. Students will learn the importance of the MAC address and its role in packet forwarding on a switch. The MAC address table is an important part of making sure data is properly delivered and students will learn how it is created and modified. Students will learn the various methods for forwarding packets through a switch.

Key Assignment – The key assignment in this unit will demonstrate the Ethernet Frame and how it moves through a switch and across a network. Students will work with a partner and build an ethernet frame on paper that will show the encapsulation. The model they make out of paper must be able to be modified as they move their frame across the network. The class will be divided into Ethernet Frames and Switchports. Each role will demonstrate what happens to a frame as it moves from end device to end device through a switch. To finish this assignment up students will use Cisco Packet Tracer simulation mode to see a packet as it moves across a network and screen capture each change of the frame. All screen captures will be pasted into a word document with an explanation of what they are showing.

Unit 10 – The role of binary and hexadecimal numbers in IP Addressing

Topics – This unit covers how decimal, binary and hexadecimal numbers are calculated as well as how they are used in networking. Students will learn how to calculate numbers between decimal, binary and hexadecimal systems. Students will learn how each of the number systems are used in IP addressing, both in IPv4 and IP v6. Students will learn how the binary system is used and what role the subnet mask plays in IPv4 and the ANDing process of route

determination used by routers. They will further their understanding of the hexadecimal system and how it is used in IPv6 and also its use in the Address Resolution Protocol (ARP).

Key Assignment – The key assignment in this unit will educate students on how ARP tables are used by networking devices and host devices in combination with IP addresses to encapsulate data for transportation across a network. Students will use a packet capture from Wireshark or Nmap to see the Address Resolution Process at work in a live network. The students will identify each step of the process in the printout of the screen capture and then write a one-page paper describing the process and comparing it to a similar non-networking process like mailing a letter with the USPS.

Unit 11 – IPv4 Addressing

Topics – Students will learn the IPv4 address structure, network and host portions of an IP address and how the subnet mask works with the IP address. Students will learn about IPv4 addressing classes A, B and C, along with the three types of addresses, broadcast, unicast and multicast. Students will learn about segmentation and classless and classful routing. Subnetting an IPv4 network with /24, /16 and /8 prefixes and learn the concepts of Variable Length Subnet Masking. (VLSM) Students will be able to segment networks using subnetting to implement an IPv4 addressing scheme.

Key Assignment – The key assignment in this unit will have students configure a router for classful routing using RIPv2 and implement their VLSM addressing scheme. The students will be given a Class C address and be instructed to subnet it to meet the requirement set forth by a network administrator, while keeping IP address waste to a minimum. They will have to create a slideshow using Google Slides or MS PowerPoint to present their IP addressing scheme with their partner and explain how their segmentation met the needs of the network administrator and improve network performance and security.

Unit 12 – IPv6 Addressing

Topics – This unit will cover the need of IPv6 and how the growth of the Internet pushed the development of IPv6. The basic concepts of IP addressing remains constant with subnets and address resolution the students will learn hexadecimal addresses and the use of the prefix for establishing host and network portions of addresses. Students will learn how to configure static global unicast and link-local IPv6 network addresses. Students will also learn to identify IPv6 addresses. The students will learn how IPv6 can work with IPv4 and how each IP addressing scheme exists in today's networks.

Key Assignments – The key assignment for this unit will be learning how to route IPv6 within

an IPv4 network. Students will be given an IPv4 network addressing scheme and an IPv6 addressing scheme. Using Cisco Packet Tracer to build their simulated networks they will build and test the assigned network. Once the network is functioning they will use the simulation mode of Cisco Packet Tracer to observe the packet encapsulation and decapsulation process. The lab will be followed up with a short video presentation to the class of the steps of the lab, the simulation and short explanation of their evaluation of the benefits and challenges of a dual IP addressing environment.

Unit 13 – Internet Message Control Protocol (ICMP) and network connectivity

Topics – This unit covers Internet Message Control Protocol (ICMP) and its use to test network connectivity. Students will learn how the use of ICMP allows devices to test connectivity and alert senders of problems with the network. Students will learn how to use ping trace route to troubleshoot connectivity as well as how routers and other network devices use ICMP to test and monitor networks and alert network administrators to problems.

Key Assignment – The key assignment for this unit will be learning how the use of ICMP assists network administrators in keeping networks optimized and available. Students will work in teams to build a network and then create connectivity issues through broken media and misconfigured devices. Each team will create a help ticket for another team in class to solve the networking issues. Once the teams have their “broken” networks and the generated help ticket they will work to solve the issues. Once all issues are found and corrected a report will be written by the repair team that details how they discovered the problems and what steps were completed to repair the problem.

Unit 14 – OSI Reference Model

Topics – This unit covers the use of communication reference models and the role they play in standardization and competition between businesses. The students will learn the 7 layers of the OSI model and how each layer affects data movement across a network. Students will learn the hardware and software used at each level and be able to identify the layer to which data is being passed through. Students will learn the protocols, programs and roles as they are applied at each layer.

Key Assignment – The key assignment for this unit will have students creating data, in this case a drawing, and then moving the drawing through the OSI model from application to physical layers. Each step of the way they will identify part of the Ethernet Packet or MEDIA ACCESS CONTROL as it aligns with the OSI layer. Working with a partner they will complete

this assignment with a short presentation to the class.

Unit 15 – Routing Packets

Topics – This unit covers basic routing concepts. Students will learn the role of source and destination addresses both MAC and IP addresses. Students will learn the difference between and routed protocol and routing protocols. Students will learn about RIP, OSPF and EIGRP and how Interior and Exterior Gateway Routing Protocols are similar and how they differ. Students will learn about Network Address Translation (NAT) and Port Address Translation (PAT) and the different ways to configure them.

Key Assignment – The key assignment for this unit will have the students build a network using three routers using RIP or OSPF. One of the routers will be configured as a gateway router using NAT and PAT and a default-route will be configured on one router. The students will test connectivity to all connected devices and then print out the routing tables on the three routers. Working in a group they will map out how a packet moves across their network and describe how IP and mac addresses are affected at each routing decision point.

Unit 16 –Network Security Fundamentals

Topics – This unit covers the basics of network security. Students will learn about the most common network attacks and how to defend against them. They will study some actual network security breeches and the damage caused by these attacks. Students will learn about security options and best practices when deploying and configuring network devices. Students will also learn about acceptable use policies and how to write one. Students will learn about VPNs, Firewalls and Intrusion detection and prevention systems.

Key Assignment – The key assignment for this unit will have the students working with a partner to design a secure network on paper at first. Once they have the network design they will build the network using routers, switches and PCs. Once they feel the network is ready another team from class will test their network and give a report. The assessment will be on the completeness of their design, their implementation of their design and their rebuttal of the testing teams results, as necessary.

Unit 17 – Network Troubleshooting

Topics – This unit covers troubleshooting networks. Students will learn the structured troubleshooting model. Students will learn the most common physical, data-link and network layer problems. Students will also learn of the challenges wireless network access can have on

network troubleshooting.

Key Assignment – The key assignment for this unit will give the students three scenarios each one for a specific layer of the OSI. In these scenarios they will be given what the user is reporting and the troubleshooting steps that were taken by the network tech working the problem. From this information they will have to identify the problem and present a solution to the problem in a one-page debriefing report.

Comprehensive Exam

The comprehensive exam will cover all networking and system support topics covered in the course, including system configuration, support and securing concepts for end devices and networking devices. The exam will cover the roles of each device, common configurations, common security configurations and accepted troubleshooting practices. Questions will be designed to challenge students to analyze, evaluate, and demonstrate knowledge of the topics' purposes and their effective implementation strategies.

Summative Project

The summative project will require students to build two desktop computers, install Windows and Linux and connect them to a network. They will also be required to build the network that connects these desktops to the Internet. The network will consist of two routers, two switches and the two initial PCs. All devices will have to be cabled, configured and tested for connectivity. The project will include a written description of the network design and how the configuration insures connectivity to the Internet. This type of evaluation will test students to implement practical applications of what they learned throughout the course.

Course Material 1:	Textbook
Course Material 1 Description:	Introduction to Networks Companion Guide (CCNAv7) Cisco Networking Academy Cisco Press 1st, 2020
Course Material 2:	Textbook
Course Material 2 Description:	Cisco Certified Support Technician (CCST) IT Support - 100-140 Official Cert Guide Cisco Networking Academy Cisco Press 1st, 2025
Course Material 3:	Textbook
Course Material 3 Description:	CompTIA Network+ Study Guide: Exam N10-009 Lammle, Todd & Buhagiar, Jon

	(Sybex Study Guide) Sybex, 2024
Course Material 4:	Manual Practice Exams
Course Material 4 Description:	CompTIA Network+ Practice Tests: Exam N10-009 (Sybex Study Guide) Craig Zacker Sybex, 2024

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 6, 2025**

NEW COURSE REQUEST: AP PRECALCULUS

Background

Following Board Policies 6140.1-AR and 6141.6-AR encompassing the Review and Development of Educational Programs [New Courses], the AP Precalculus course has been recommended for adoption for Esperanza High School beginning with the 2025-26 school year.

The Advanced Placement Precalculus course and exam, developed by the College Board, was introduced in the fall of 2023, with the first exam session taking place in May 2024. In AP Precalculus, students explore everyday situations using mathematical tools and lenses. Through regular practice, students build deep mastery of modeling and functions, and they examine scenarios through multiple representations. They will learn how to observe, explore, and build mathematical meaning from dynamic systems, an important practice for thriving in an ever-changing world. AP Precalculus prepares students for other college-level mathematics and science courses. The framework delineates content and skills common to college precalculus courses that are foundational for careers in mathematics, physics, biology, health science, social science, and data science.

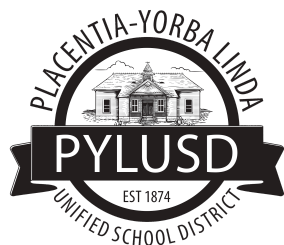
The course request was brought forward to the March 24, 2025 Curriculum Council meeting, and the vote was 46 ayes, 0 noes, 1 abstain. The course was placed on a 30-day public display in the District Office from March 28, 2025 to May 1, 2025, and no comments were received.

Financial Impact

Site Funds, NTE: \$500

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Michael Young, Director, Secondary Education



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

Course Request Form

Course Title: AP Precalculus

Executive Summary

AP Precalculus prepares students for other college-level mathematics and science courses. Through regular practice, students build deep mastery of modeling and functions, and they examine scenarios through multiple representations. The course framework delineates content and skills common to college precalculus courses that are foundational for careers in mathematics, physics, biology, health science, social science, and data science.

Course Information

Transcript Abbreviation:	TBD
Aeries Course Number:	TBD
Course Length:	Full Year (2 Semesters)
High School Requirement:	(I) Mathematics
Department:	(M) Mathematics

UC/CSU Subject Area Information

UC Subject Area:	Mathematics ("c")
Mathematics (c)	Advanced Mathematics
Grade Level(s):	9-12
UC Honors Designation:	Yes
Course Learning Environment:	Classroom-Based
Integrated Courses:	No

Course Overview

Course Overview:

Course Title: AP Precalculus

This course is taking the place of Honors Precalculus and the same topics that are in Honors precalculus will be taught in AP Precalculus. The first 4 Chapters look at Algebraic Functions, chapter 5 - 8 cover all Trigonometry, Chapter 9 is Vectors, Chapter 10 is Systems and Matrices, Chapter 11 covers Conics, Chapter 12 Sequences and Series, Chapter 13 and Chapter 2 of the Calculus book cover Limits and Chapter 14 covers Statistics and Probability.

Prerequisite Requirement?

Completion of Algebra 2/Trig or Algebra 2/Trig Honors

Course Content: Unit 1 - Polynomial and Rational Functions. In unit 1 students will find rates and change, zeros of polynomial functions, review linear functions and word problems, end behaviour of a polynomial function, discover rational functions and their asymptotes and holes, transformations, and focus on modeling with functions, compositions of functions.

Unit 2 - Exponential and Logarithmic Functions. In unit 2, we will graph exponential and logarithmic functions, apply exponential and logarithmic functions to real life word problems, solve equations with exponential and logarithmic equations.

Unit 3 - Trigonometric and Polar Functions. Students will discover the unit circle and use this to solve trigonometric equations. They will graph all 6 trig functions. Students will solve real life word problems using the law of sines and law of cosines. They will use the trig formulas and identities to simplify expressions and solve equations. They will also graph polar functions, and transfer points from rectangular form to polar form.

Unit 4 - Functions Involving Vectors, Matrices, Conic Sections, Sequences and Series, Limits and Statistics and Probability. Students will discover the basic functions of a vector, and use vectors to solve word problems involving wind resistance and work. They will also discover matrices and the connection to systems of equations. They will graph the conic section of a parabola, ellipse and hyperbola and find the equations that are used for these graphs. Students will work with arithmetic and geometric sequences and series and use a proof by induction. Students will get an introduction to Calculus through the use of limits. Students will also use combinations and permutations and look at probability and statistics.

Course Material 1:

Precalculus Mathematics for Calculus seventh edition

Course Material 1 Description:

Cengage Publishing; Authors Stewart, Redlin, Watson

Course Material 2:

Course Material 2 Description:

Associated Costs

Initial and Ongoing Personnel Costs

2 Sections = 0.4 FTEs

Initial and Ongoing Instructional Materials Costs

No extra costs are needed, the course will use the district appointed Precalculus book.

Initial and Ongoing Computer and Software Costs.

WebAssign student licenses from Publisher Cengage at \$22 per license. (These are also purchased for Precalculus and Precalculus Honors)

PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
Board of Education Regular Meeting
May 6, 2025

APPROVE THE TENTATIVE AGREEMENT BETWEEN THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER #293 (CSEA) AND THE PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT (PYLUSD)

Background

The Board adopted Master Classified Employment agreement between the Placentia-Yorba Linda Unified School District and the California School Employees Association Chapter #293 (CSEA).

The California School Employees Association and District have reached a Tentative Agreement for 2024-2025 school year. Inclusive in this agreement are the changes and additions included as part of this agreement. (Exhibit A)

Financial Impact

Approval of this agreement will assist the District meeting our financial obligations.

Administrator

Yolanda Mendoza, Acting Assistant Superintendent of Human Resources

TENTATIVE AGREEMENT
BETWEEN
THE PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
AND
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS PLACENTIA-YORBA LINDA CHAPTER 293
April 1, 2025

This agreement constitutes the entire agreement between the Placentia-Yorba Linda Unified School District (District) and the California School Employees Association and its Placentia-Yorba Linda Chapter 293 (CSEA) for the 2024 – 2025 school year. The following articles have been agreed upon, tentative to ratification by both parties, and attached to this document:

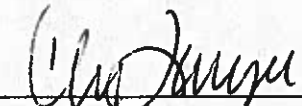
- Article 13 – Leaves
- Article 15 – Training
- Article 17 – Hours of Employment
- Article 18 – Wages
- Article 20 – Health and Welfare
- Article 21 – Vacations

These articles shall be submitted to CSEA membership and the District Board of Trustees for ratification.

AGREED:

California School Employees Association

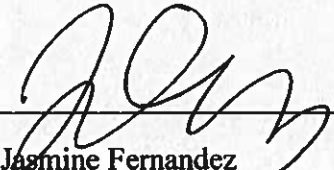
Placentia-Yorba Linda Unified School District

 4/1/25
Chris Lawyer Date

Chapter 293 President

 4/1/25
Yolanda Mendoza Date

Acting Assistant Superintendent, HR

 4/1/25
Jasmine Fernandez Date

Labor Relations Representative

 4/1/25
Nancy Blade Date

Executive Director, HR

PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
AND
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS
PLACENTIA-YORBA LINDA CHAPTER 293
2024-2025 Reopener Negotiations
TENTATIVE AGREEMENT

ARTICLE XVIII: WAGES

Section 18.1 Employment Data

18.1.1 - Upon initial employment and upon each change in classification thereafter, each unit member shall be furnished two copies of their class specifications, salary data, assignment or work location, probation period end date, and immediate supervisor together with duty hours and the prescribed work week.

18.1.2 - The salary data shall include the annual, monthly or pay period, daily, hourly, overtime, longevity, and differential rate of compensation, whichever are applicable. In addition, unit member(s) shall be provided information regarding level pay, and anticipated payroll adjustments, if applicable, as projected for the first year of employment.

18.1.3 - One copy shall be retained by the unit member and the other copy shall be signed and dated by the unit member and returned to the Human Resources Office within fifteen (15) days.

Section 18.2 Initial Placement

18.2.1 - Unit members employed on or after the effective date of this Agreement shall be placed on Step 1 in the appropriate salary range on the current salary schedule.

18.2.2 - Upon verification of prior experience and skills, a new unit member may be placed on a step higher than Step 1.

Section 18.3 Step Advancement

18.3.1 - The unit member's first step advancement shall occur upon completion of six months in the position, and on an annual basis thereafter until the maximum step is reached.

18.3.2 - For the purpose of this rule, an appointment made after the fifteenth (15th) day shall be effective at the beginning of the next month.

18.3.3 - Upon return from an unpaid leave of absence, the unit member will be placed on the step and range occupied before the leave started. Time spent on unpaid leave shall not be credited toward the time needed for step advancement.

Section 18.4 Work Assignment Pay Adjustment**18.4.1 Working Out of Classification Pay**

Unit members who are required by their supervisor to perform duties which are typically performed by a unit member in a higher class in addition to their existing duties for more than five (5) days in a fifteen (15) calendar day period will have their pay adjusted to reflect a 5% increase over their regular pay. In the event the 5% increase causes the unit member to be paid at a rate greater than the range for the higher class, the % increase shall be reduced to an amount equal to step five (5) of the range of the higher class. In no case will the increase exceed 5%.

Section 18.4.2 Temporary Upgrade Pay

Unit members temporarily assigned by their supervisor to a higher classification of duties by their supervisor due to an absence, vacancy, or at District discretion, in which the unit member is required to forgo their entire assignment, assuming all assigned responsibilities of the higher classification, will be compensated at step one (1) of the higher classification or 5% above their current rate, whichever is greater, for the duration of the time they are assigned to the higher classification.

~~The parties agree to meet to create a Memorandum of Understanding pertaining to out of class work scenarios within 30 days of ratification of the 2023-2024 Reopener Negotiations Tentative Agreement.~~

Section 18.5 Longevity Increment

Advancement on the schedule below is based on the original date of hire in the District amended by any breaks in service.

Years Continuous Service	of	Longevity Increments	Percent (%) of "MAX" Range Step
7		2 ½ %	2 ½ %
10		5%	7 ½ %
13		2 ½ %	10%

15	2 ½ %	12 ½ %
20	2 ½ %	15 %
25	7½ %	22 ½%

Section 18.6 Shift Premium

18.6.1 - A shift premium of 3% per hour shall be paid to any unit member assigned on a "regular" full shift starting on or after noon and ending on or before midnight.

18.6.2 - Shift premium shall be paid during the regular school year (September to June) unless a unit member continues to work their regular shift during the summer.

Section 18.7 Split-Shift Premium

A daily split-shift premium of \$5.00 per day will be paid when a break in the workday equals or exceeds 1-1/2 hours. For the purpose of this provision, the premium pay of \$5.00 shall not be exceeded regardless of the number of splits per day. This provision excludes unit members who simultaneously hold two positions.

Section 18.8 Mileage Reimbursement

Unit members required to use their vehicle on District business, including District-approved conferences, shall be reimbursed at the IRS rate for all miles driven on behalf of the District. Claims for mileage reimbursement shall be paid within thirty (30) days following submission.

Section 18.9 Wage Errors

18.9.a - Any District error resulting in insufficient payment for a unit member shall be corrected, and a supplemental check issued, not later than five (5) days after the unit member provides notice to the payroll department.

18.9.b - When the District determines a wage overpayment has been made to a unit member it shall notify the employee of the overpayment in writing and afford the employee with an opportunity to respond, request information from the district related to the overpayment, or meet with the district to review financial data related to the overpayment before commencing recoupment actions.

The employee affected by the alleged overpayment shall have the sole authority to agree or disagree with the District's claimed overpayment amounts. Upon the employee's written

agreement to the overpayment amounts, reimbursement shall be made to the District through one of the following methods mutually agreed to by the employee and the District:

- . Cash payment or cash installment payments.
- A. Installment payments through payroll deduction covering at least the same number of pay periods in which the error occurred.
- B. The adjustment of appropriate leave credits or compensating time off, provided that the overpayment involves the accrual or crediting of leave credits such as vacation, annual leave, holiday leave, or compensating time off. Any errors in sick leave balances shall only be adjusted with sick leave credits.

Absent mutual agreement on a method of reimbursement, within 30 days of the unit member verifying the overpayment amount, the District shall proceed with recoupment pursuant to method (B) above.

Section 18.10 Meals

Any unit member who, as a result of an approved work assignment away from the district **will be informed if there is an opportunity for a taxable meal reimbursement** ~~must have meals away from the District shall be reimbursed~~ not to exceed the IRS Per Diem travel rates provided the unit member submits valid receipts.

Section 18.11 Lodging

Any unit member who, as a result of an approved work assignment, must be lodged away from home overnight shall be reimbursed by the District for the full cost of such lodging provided the unit member submits valid receipts. Where possible, the District shall provide advance funds to the unit member for such lodging.

Section 18.12 Uniforms

The District shall pay the full cost of the purchase or lease of distinctive uniforms, identification badges, and cards specifically required by the District to be worn or used by unit members. When a new unit member is hired, they shall receive five (5) uniforms from the District. As needed, the District will provide replacement uniforms. Unit members will maintain and wear the uniform provided by the District. Altering uniforms will not be permitted.

Section 18.13 Tools

The District agrees to provide all tools, equipment, and supplies required by the District for performance of the unit member's employment duties.

Section 18.14 Property Loss

The District shall reimburse unit members for actual value, mutually agreed upon by the unit member and manager, of any loss, damage, and/or destruction of clothing or personal property approved for use by the appropriate site manager or supervisor in the course of the performance of duties unless such damage is due to negligence by the unit member. Reimbursement shall be up to \$500.

Section 18.15 Regular Rate of Pay

The regular rate of pay for each position shall be in accordance with the rates established for each class as provided for in Appendix A, which is attached hereto and by reference incorporated as a part of this Agreement. In the event a unit member performs additional short-term hours and/or substitute hours in a higher classification, they shall be paid the greater of either the unit member's current rate or step one (1) of the higher pay range.

The parties agree to abolish salary ranges one (1) through ten (10) on Appendix A as these ranges are no longer in use as a result of the California state minimum wage. The parties also agree to reallocate all Child Care Infant Aide positions from range eight (8) to range eleven (11) to account for the state minimum wage.

Section 18.16 Wages

For the ~~2023-24~~ **2024-25** school year, unit members will receive a **2%** on schedule ongoing increase over the ~~2022-2023~~ **2023-2024** salary schedule, retroactive to July 1, 2023. ~~Additionally, unit members will receive a one-time off schedule salary payment equal to 2% of an employee's total earnings for the 2023-24 school year after the 4% increase listed above is applied to the salary schedule, retroactive to July 1, 2023. The off schedule payment will be paid in two installments for work performed between July 1, 2023 and December 31, 2023, and between January 1, 2024 and June 30, 2024. The retroactive payment and salary schedule adjustment shall be effective and paid within three (3) pay periods of ratification by both parties of this agreement.~~

The intent of the parties is to provide compensation equity between employee groups. Should an inequity occur, the District shall confer with CSEA to determine distribution of the difference to unit members.

18.17 Compensation for Overnight Camp

Employees required to attend overnight camp shall receive their regular rate of pay, up to eight (8) hours per day, and an additional nightly stipend amount of \$114.25.

Chris Lawry 4/1/25

Chris Lawry

Date

Yolanda Mendoza 4/1/25

Yolanda Mendoza

Date

Chapter 293 President

Acting Assistant Superintendent, HR

Jasmine Fernandez 4/1/25

Jasmine Fernandez

Date

Nancy Blade 4/1/25

Nancy Blade

Date

Labor Relations Representative

Executive Director, HR

PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
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PLACENTIA-YORBA LINDA CHAPTER 293
2024-2025 Reopener Negotiations
TENTATIVE AGREEMENT

ARTICLE XXI: VACATIONS

Section 21.1 Eligibility

21.1.1 - Unit members shall earn vacation in accordance with the provisions set forth in this Agreement. Vacation benefits are earned on a fiscal year basis and are awarded at the beginning of consecutive years of District service. Advancement on the schedule below is based on original date of hire in the District amended by any breaks in service.

Consecutive Years of District Service	Work year (months)						
	9.5, 10.0	9.75, 10.5	and 10.75	11.0	11.25	11.5	12.0
1/2 - 5	10.0	10.5	10.75	11.0	11.25	11.5	12.0
1/2 - 6 - 7	10.75	11.25	11.75	12.0	12.25	12.5	13.0
8 - 9	11.75	12.25	12.5	12.75	13.0	13.5	14.0
10	12.5	13.25	13.5	13.75	14.0	14.5	15.0
11	13.25	14.0	14.25	14.75	15.0	15.25	16.0
12	14.25	15.0	15.25	15.5	15.75	16.25	17.0
13	15.0	15.75	16.0	16.5	16.75	17.25	18.0

14	15.75	16.5	16.75	17.5	17.75	18.25	19.0
15	16.75	17.5	17.75	18.25	18.75	19.25	20.0

21.1.2 –Beginning on July 1, 2025, unit members shall accrue vacation according to the updated chart values.

21.1.2.3 - Part-time unit members working less than full-time (8 hours per day) shall have vacation prorated in the same ratio that their employment bears to full-time.

21.1.3.4 - Earned vacation shall not become a vested right until completion of the initial six (6) months of employment.

Section 21.2 Sick Leave for Additional Vacation Credit

Unit members who use forty percent (40%) or less of sick leave in any one (1) fiscal year shall be granted one (1) additional day of vacation for the following year.

Section 21.3 Vacation Scheduling

21.3.1 - Vacation schedules shall be subject to the approval of the immediate supervisor. Effort shall be made to enable vacation to be taken at times convenient to the unit member and least disruptive to the operation of the District. Unit members working less than twelve (12) months shall take six (6) vacation days during Winter Break and four (4) vacation days during Spring Break. On those years when Winter Break is seven (7) days, unit members shall use a vacation day if it is available. Any additional accrued days may be taken as approved by the immediate supervisor.

21.3.1a - Unit members referenced in Article 17.12.8 shall not be subject to Article 21.3.1.

21.3.2a - Vacation requests for the upcoming fiscal year may be submitted beginning May 1 of the current fiscal year. All requests received by May 31 shall be reviewed and approved or denied and written notice given to employee(s) within 10 working days. If more than one unit member in the same classification within a work unit requests the same time period for vacation, seniority shall prevail. Vacations already approved may not be rescinded based on vacation requests by other unit members, regardless of seniority, received after the May 31 date.

21.3.2b - Vacation requests received after May 31 may be granted, based on work unit staffing needs. Vacations shall be approved or denied and written notice given to employee(s) within 10

working days. Vacations already approved may not be rescinded based on vacation requests received at a later date, regardless of seniority.

21.3.2c – In the event a conflict occurs between the scheduling requests of the unit member and the operational needs of the District, the supervisor shall seek an alternate date or dates from the unit member to schedule mutually acceptable vacation days. In the event that agreement cannot be reached between the unit member and the immediate supervisor, Human Resources shall make the final decision.

Section 21.4 Vacation Postponement

21.4.1 - Permanent unit members may interrupt or terminate vacation leave in order to begin another type of paid leave provided the unit member submits supporting documentation regarding the basis for such interruption or termination. The affected unit member may request to have his/her vacation rescheduled in accordance with the vacation schedule available at that time, or may request to carry over his/her vacation to the following year.

21.4.2 - If a twelve (12) month unit member is denied a scheduled vacation (called back in), he/she shall be compensated at the rate of time and one-half (1½) for all hours worked during the scheduled vacation period. In such case, vacation days not used will be reinstated.

21.4.3 - If for any reason, a unit member is not permitted by the District to take all or any part of his/her annual vacation, the amount not taken, shall be accumulated for use in the following year or be paid for in cash.

Section 21.5 - Vacation Carry-Over

21.5.1 - Any unit member may, with the approval of the District, carry over ten (10) days of earned vacation for use in the following year.

Section 21.6 Holidays

When a holiday, as defined by this Agreement, occurs during the scheduled vacation of a unit member, the member will receive pay at the regular rate for the holiday and shall not be charged a vacation day for the absence on the holiday.

Section 21.7 Vacation Pay

Pay for vacation days shall be equivalent to the unit member's regular rate of pay at the time the vacation is taken.

21.7.1 Utilization of Vacation for Compensation

All unit members shall have the option of redeeming up to 10 days of any earned vacation over five (5) days to be paid off with the unit member's July 10th paycheck. Such requests must be submitted in writing to the payroll supervisor before June 1st. The intent of this language is to encourage employees to utilize vacation in a timely manner.

Section 21.8 Vacation Pay Upon Termination

Unit members who have completed six (6) months of service at the time of separation from the District shall be entitled to lump sum compensation for all earned and unused vacation.

Section 21.9 Accrual Balance

Employees may access their vacation leave accruals through the current District utilized electronic system.



Chris Lawyer

Chapter 293 President

4/1/25

Date



Yolanda Mendoza

Acting Assistant Superintendent, HR

Date



Jasmine Fernandez

Labor Relations Representative

4/1/25

Date



Nancy Blade

Executive Director, HR

4-1-25

Date

PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
AND

THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
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PLACENTIA-YORBA LINDA CHAPTER 293

2024-2025 Reopener Negotiations

TENTATIVE AGREEMENT

ARTICLE XVII: HOURS OF EMPLOYMENT

Section 17.1 Workweek

The workweek shall consist of five (5) days, eight (8) hours per day and forty (40) hours per week. This section shall not bar the District from establishing a workday of less than eight (8) hours or a workweek of less than forty (40) hours for its part-time unit members.

17.1.1 Summer Workweek Options

17.1.1.1 - Bargaining unit members who are working during the summer months shall have the option of either working a four (4)-day/ten (10)-hour per day workweek schedule (4/10 schedule) or maintain their regularly scheduled hours. The 4/10 schedule shall not be an option for members in the classification of Child Care Teacher I, Child Care Lead Teacher and Hourly/Monthly Language Development Asst. – Assessment Center. Bargaining unit members shall let their immediate supervisor know of their decision no later than June 1st of every year.

17.1.1.2 - Bargaining unit members choosing a 4/10 schedule who have a regular schedule of eight (8) hours per day for five (5) days per week shall work ten (10) hours per day for the first four (4) days of the week. Members shall choose from one of the following shifts:

Shift Hours	Meal Period Duration
6:00 a.m. – 4:30 p.m.	½ hour
6:00 a.m. – 5:00 p.m.	1 hour
6:30 a.m. – 5:00 p.m.	½ hour
6:30 a.m. – 5:30 p.m.	1 hour
7:00 a.m. – 5:30 p.m.	½ hour
7:00 a.m. – 6:00 p.m.	1 hour
7:30 a.m. – 6:00 p.m.	½ hour

Additionally, a unit member may work an arranged shift outside of the ones listed with approval of their immediate supervisor and the Human Resources Department.

17.1.1.3 - Bargaining unit members choosing a 4/10 schedule who have a regular schedule of less than eight (8) hours per day shall have their shift hours equally distributed within the first four (4) days of the week. Start and stop time of shift for each day shall be mutually agreed upon by the employee and the supervisor. In the event that a member and her/his supervisor are unable to schedule a mutually acceptable shift, the affected employee and supervisor shall meet with the Assistant Superintendent of Human Resources (or designee) and a representative of CSEA to resolve the issue.

17.1.1.4 – Plant Coordinators and Custodians shall mutually agree and coordinate their start and stop times with the other custodians at their site. In the event that members are unable to mutually coordinate their schedules, the employees shall meet with the Custodial Supervisor to resolve the issue. In the event the Custodial Supervisor is unable to resolve the matter, the affected employees and supervisor shall meet with the Assistant Superintendent of Human Resources (or designee) and a representative of CSEA to resolve the issue.

17.1.1.5 - Juneteenth and Independence Day Weeks

a. During the weeks Juneteenth and Independence Day are observed as paid holidays, unit members who have elected to work the 4/10 schedule have the option to work three (3) ten (10) hour days and be permitted to submit a time exception for two (2) hours from the employee's eligible accruals.

b. Unit members also have the option to work 4 days at their regularly scheduled eight (8) hour work day for the week.

17.1.1.6 – Human Resources shall provide bargaining unit members the start and end date of their optional 4/10 schedule within the first two (2) weeks of April of each year. Should any issue arise with the start and end date of a bargaining unit member's 4/10 schedule, the affected employees and supervisor shall meet with the Assistant Superintendent of Human Resources (or designee) and a representative of CSEA to resolve the issue.

17.1.1.7 - Bargaining unit members choosing a 4/10 schedule shall be compensated for any Vacation and/or Leave time taken during the specified time period at ten (10) hours per day or for the appropriate number of hours they would have worked for that day as per the 4/10 schedule.

17.1.1.8 - Bargaining unit members working a 4/10 schedule, who work ten (10) hours per day, shall be provided with a twenty (20) minute rest period within the first five (5) hours of their scheduled day and a twenty (20) minute rest period within the second five (5) hours of their scheduled day. Unit members working less than ten (10) hours per day shall be provided one (1) fifteen (15) minute rest period for each full four (4) continuous hours of work per day.

17.1.1.9 - Overtime for bargaining unit members choosing a 4/10 schedule, whose average workday without a 4/10 schedule is four (4) hours or more per day, shall be defined as any time required to be worked in excess of ten (10) hours in any one day or in excess of forty (40) hours in any calendar week, or the fifth, sixth, or seventh day following the commencement of the workweek. Overtime for bargaining unit members choosing a 4/10 schedule, whose average workday without a 4/10 schedule is less than four (4) hours per day, shall be defined as any time required to be worked in excess of ten (10) hours in any one day or in excess of forty (40) hours in any calendar week, or the sixth or seventh day following the commencement of the workweek. Compensation under this section shall be consistent with Section 17.4 of this agreement.

Section 17.2 Workday

The District shall designate for each unit member **within their job posting upon hire** the length of the workday, the specific days of the week, **the shift hours, the number of paid days per year, and the months per year. Subsequent changes to any of the above conditions of employment must be negotiated between the parties.** ~~for each position or assignment in the bargaining unit.~~

17.2.1 Workday: Increase in Assignment

In the Classifications of Child Care Teacher I, Food Service Worker and Special Education Assistant; Special Education Interventional Assistant; Special Education Interventional Assistant - Specialized; Special Education Aide III a permanent increase in a daily shift not exceeding 3.95 total hours may be proposed to CSEA in order to negotiate changes prior to an offer being made to a permanent unit member. Such an increase in hours will be considered an increase to their base assignment, and their permanent hours shall be changed with no effect on their position seniority date.

Section 17.3 Overtime

The District may extend the workweek or workday on an overtime basis. Overtime for a unit member whose average workday is four (4) hours or more is defined as any time required to be worked in excess of eight (8) hours in any one day or in excess of forty (40) hours in any calendar

week, or the sixth or seventh day following the commencement of the workweek. Overtime for a unit member whose average workday is less than four (4) hours per day is defined as any time required to be worked in excess of eight (8) hours in any one day or in excess of forty (40) hours in any calendar week, or the seventh day following the commencement of the workweek.

Section 17.4 Overtime Compensation

17.4.1 - The unit member shall be compensated at one and one-half times the unit member's regular rate of pay or given compensating time off equal to one and one-half times the hours of overtime worked.

17.4.2 - Compensating time off shall be taken within twelve (12) calendar months following the date on which the overtime was worked.

17.4.3 - Compensatory time shall be recorded by the unit member and initialed by the supervisor as accumulated or taken on the appropriate payroll time report form.

17.4.4 - The unit member may request either overtime pay or compensating time off.

17.4.5 - Compensating time off shall be requested at least two (2) days in advance and shall be granted unless it is disruptive to the operation of the department.

Section 17.5 Rest Periods

17.5.1 - The unit member will be provided one (1) rest period of fifteen (15) minutes duration for each full four (4) continuous hours of work per day. The unit member and site supervisor will mutually agree on when the rest period shall occur.

17.5.2 - The rest period shall not be used to lengthen the lunch period or shorten the workday.

Section 17.6 Meal Period

17.6.1 - The unit member whose workday exceeds five (5) hours will be provided a duty-free meal period of not less than thirty (30) minutes nor more than sixty (60) minutes. Meal periods in excess of sixty (60) minutes may be scheduled with mutual written consent between the unit member and the immediate supervisor. The duty-free meal period is not a part of the regular workday.

17.6.2 - All work assignments of more than five (5) consecutive overtime hours shall include an unpaid meal period of thirty (30) minutes unless waived by mutual consent of the unit member and the immediate supervisor.

17.6.3 - A unit member required to work during their meal period shall receive overtime compensation for the meal period.

Section 17.7 Flextime

At the request of the unit member, with approval of the immediate supervisor and approval of the Superintendent or designee, a work shift may be scheduled with starting and stopping times different from the established workday for the department. Any unit member requesting a variance in their work shift must submit a request in writing on the flextime request form (Appendix F), specifying the starting and stopping time, rest period and length of lunch break to the immediate supervisor or site administrator. Unit members shall be notified of the status of their flextime request in writing in no more than ten (10) days of initial request. If the flextime request is denied, the employee may appeal the decision with the Assistant Superintendent of Human Resources or designee. Approved flex time shift variances revert back to the shift as hired at the end of each school year.

Section 17.8 Call Back Time

A unit member called back to work after completion of the unit member's regular assignment shall be compensated for a minimum of three (3) hours of work at the appropriate rate of pay.

17.8.1 On-Call Time

Unit members asked to monitor a district issued communication device outside of their normally scheduled working hours shall be compensated for this work as On-Call Time. On-Call time shall be compensated at a minimum of two (2) hours of overtime pay at the appropriate rate of pay per day. In the event a unit member is called back to work during the on-call time period, they will be compensated at minimum an additional one (1) hour of overtime pay. For each additional time a unit member is called out, they will be compensated as stated in Section 17.9.

Section 17.9 Call In Time

A unit member called in to work on any day other than the unit member's regularly scheduled workday shall be compensated for a minimum of three (3) hours of work at the appropriate rate of pay.

Section 17.10 Service Days

Teacher/parent conference day, in-service days, or other such specifically designated service days that occur within the regular work year of unit members are considered regular work days for those unit members.

Section 17.11 Standby Time

Unit members who are required to stand by (time not worked) for subsequent duty without being released shall be entitled to the appropriate rate of pay during the standby time.

Section 17.12 Additional Assignment

17.12.1 - When work normally and customarily performed by unit members is required to be performed at times other than during the regular student school year, the work shall be assigned to unit members in the appropriate classification(s) as provided in this section.

The parties agree to meet to create a memorandum of understanding pertaining to how classification groups besides those mentioned in this article qualify for an additional assignment outside of the regular student school year within 30 days of ratification of the 2024-2025 Reopener Negotiations Tentative Agreement.

17.12.2 - A unit member who accepts a summer school assignment or works in excess of the stated months in accordance with the provisions of this section shall receive, on a pro rata basis, no less than the compensation and benefits applicable to that classification during the regular academic year.

17.12.3 – Assignments made beyond the regular school year, except as identified in the Maintenance and Facilities Department in Section 17.12.6 below, will be made with consideration given to student needs, unit member availability, training and skills. If two applicants have equal standing using the above criteria, seniority will be the determining factor.

17.12.4– Unit members temporarily working in a lower class shall be compensated at step five (5) of the lower classification range. In no case will the compensation be greater than the unit member's regular rate of pay.

17.12.5 – Upon the District's determination of the need for work to be performed beyond the regular school year (except additional work in the Transportation Department or Maintenance Department which is assigned as per Section 17.13 and 17.12.6), such opportunities shall be posted prior to April 1st of each year as described below. The Chapter President and/or their designee may request to review summer assignments.

- a. Interest forms for the opportunity to apply for additional assignments shall be provided to all unit members with consideration being given to unit members working in the applicable classifications first and consideration given to unit members working outside the applicable classification second. If additional assignments are available after being offered to members in the applicable classification, then such opportunities shall be posted at each work site and emailed to all members.

- b. Interest forms will be posted on the District website, at the school/department work site, and provided to each unit member via district email and individual mailbox.
- c. Interest forms will be submitted to the Human Resources Office by the deadline indicated on the form. Upon verification of seniority, the interest forms will be released to department managers to begin the selection process.
- d. All selections and notifications to employees will be completed within ten (10) days of the deadline indicated on the interest form.

17.12.6 – The assignment of additional work in the Maintenance and Facilities Department during the summer shall be based on the following:

- a) The District shall post all additional short-term work opportunities by April 1 of each year. The posting shall include the Saturday bidding date and the deadline for submission of interest forms.
- b) The assignment of additional short-term summer work in the Maintenance and Facilities Department shall be bid upon by interested unit members.
- c) Unit members shall bid on assignments by seniority on the designated Saturday stated on the posting. If a unit member is not in attendance or late they will not be eligible to participate in the bidding process.
- d) After the bidding process, if there is an opening, the next most senior member interested in the assignment who has not previously bid and been given a summer assignment will be eligible by seniority for short-term summer work. Such assignments shall be posted five (5) days after the bidding process.
- e) Unit members with any documented attendance abuse as defined in Section 13.3 may not be eligible to bid.
- f) If the District has concern with an applicant's work performance as documented by their immediate supervisor, they shall contact the CSEA Chapter President to discuss the applicant and assignment prior to making the assignments.

17.12.7 – It is recognized that Saturday School sessions increase the workload on custodial staff, including safety and sanitary requirements. The District shall provide adequate hours to custodial staff to perform the required additional work. The intent of this section is to alleviate additional

workload on custodial staff, maintain legally required safety and sanitary conditions for students, and ensure that unit members are assigned to perform unit work.

17.12.8 – Unit members working less than twelve (12) months shall be allowed to work available additional assignments they are eligible for during Winter Break and/or Spring Break and will not be required to use their vacation time identified in Article XXI, Section 21.3.1.

Section 17.13 Driving Assignments

17.13.1 - Routes will be established by the District. Routes will be bid on by seniority. Drivers with the highest bargaining unit seniority shall have first choice of routes. Only a driver meeting the qualifications required to drive the size and type of vehicle required for a specific route can bid on said route. It is understood and agreed that the District may make changes in the above assignments as necessary. The Association shall be notified of the change(s) prior to the effective date.

17.13.2 - All bus drivers shall be provided with an average of six (6) hours of work each day (a monthly average) during the regular school year.

17.13.3 - Initial route assignments will be posted for bidding at least three (3) days prior to the bid. Written notice of the actual date, time and location of bidding shall be sent to drivers no less than ten (10) days prior to the actual posting of established routes.

17.13.4 - Trip assignments that occur on regular school days (Monday through Friday) shall first be used to provide drivers with the six (6) hour guarantee on a monthly average. Trips not needed to provide the guarantee shall be offered to available drivers on a seniority basis with consideration given to the convenience of the District, overtime hours, and, in the opinion of the District, the capability of the driver to perform the specific requirements of the assignment. Any driver who accepts a trip assignment above the six (6) hour guarantee and then returns the trip to be redispached shall lose their next assigned trip. The single exception to this shall be if the trip is returned as a result of an approved absence per Article XIII LEAVES. For the purposes of this section, the personal necessity days outlined in Section 13.5 shall not apply.

17.13.5 - Trip assignments that occur on Saturday, Sunday or Holidays shall be offered to the driver with the highest seniority with consideration given to the ability of the driver and the required bus. There will be a limit of one (1) trip per driver per day. In the event there are more assignments than drivers on a given day, the remaining assignments will be distributed on the basis of seniority.

17.13.6 - The driver shall be responsible for maintaining the security of the vehicle and remain available to the group for the duration of the standby time except during meal periods and rest time. During these times, the driver is responsible for properly securing the vehicle.

17.13.7 - If an assignment requires an overnight stay, the driver shall be paid for actual driving time plus standby time on the first day and for actual driving time plus standby time or eight (8) hours, whichever is greater, for subsequent days of that assignment. Lodging and meals shall be provided for the driver.

17.13.8 - Sign-On/Bus Check Out - Drivers who have not previously checked out the vehicle assigned to them, shall sign on thirty (30) minutes prior to leaving the yard for the purpose of bus check out. Subsequent runs with the same assigned vehicle shall sign on fifteen (15) minutes prior to destination time.

17.13.9 - Layover /Return Trips - Drivers required to stand by for a run which is to begin within forty-five (45) minutes may, at the driver's election, remain in paid status. If the driver elects to stay in paid status, layover time shall be used for paperwork, bus cleaning or additional assignments.

17.13.10 - Sign-Off Time

A.M.: Fifteen (15) minutes after dropping off the last students at school. P.M.: Fifteen (15) minutes after returning to the yard. Time to be used for paperwork, sweeping bus and bus lock-up.

17.13.11 - The District shall provide the opportunity for the yearly bus driver certificate renewal. Drivers participating in the District renewal program shall be paid at the appropriate rate of pay for all time charged toward renewal of their certificate. Drivers wishing to upgrade their certificate to include another bus classification shall be provided with a maximum of twenty (20) hours of training and shall be compensated at their regular rate of pay. The training will take place during the regular work day.

Section 17.14 Overtime in Maintenance and Grounds Series

Overtime opportunities in the Maintenance and Grounds series shall be distributed among unit members utilizing the following factors in the following order; required skills and seniority within the classification.

- a. To determine which unit members possess the "required skills" listed in 17.14 above, prior to offering overtime, the supervisor shall first identify the specific tasks of the assignment. The supervisor will then determine which classifications will perform the overtime by

reviewing the job descriptions. All permanent employees serving in the identified classifications shall be determined to have the "required skills."

- b. Upon the supervisor's determination of the classifications that will perform the overtime, the supervisor shall post a notice of the overtime for a minimum of forty-eight (48) hours unless there is an emergency. Such notice shall include the following: (1) the specific overtime task; (2) the name of the classifications to perform the work; (3) the estimated duration of the assignment, including the number of days and the number of hours of overtime work; (4) the number of employees needed to perform the overtime; (5) and the dates of the assignment. Upon request, copies of such notices shall be made available to the Chapter President.
- c. To further effectuate the assignment of overtime in maintenance, the parties agree that the employee who has identified their interest on such posted overtime notices with the highest seniority in the department shall receive overtime work. In the event that this employee is unable to complete the assignment, then the task will be offered to the employee on the list with the next highest seniority in the department.
- d. In the situation where the supervisor determines that the work required demands such high skills, that only certain employees within specified classifications would be able to do the work, notice will immediately be given to the Chapter President. This notice will give the Chapter an explanation as to why the order of choosing employees, using the factors defined in Section 17.14, were not followed and will identify the specific concern avoided by the supervisor's selection. The Chapter will then have the opportunity to discuss the assignment of these overtime hours with the supervisor.

Section 17.15 Overtime Work in the Custodial Series

Overtime opportunities in the Custodial series shall be distributed among unit members utilizing the following factors in the following order:

- a. First by rotation within the affected classification based upon the seniority of unit members at a work site where the overtime is needed and who wish to participate.

If overtime work is rejected by all unit members at the site, then by district wide seniority within the classification.

Section 17.16 Work Calendars

The parties shall meet and begin to negotiate to establish the start and end date for all unit member classifications no later than April 1st. Final approval of the employee work calendar will occur within thirty (30) days of the approval of the student calendar, when possible. Once established, work calendars will be posted on the District website. Any alterations to unit member's work calendar that fell after the end of the normal school year must be negotiated and finalized prior to any implementation of the revised work schedule or announcement to the unit.

17.16.1 – The parties shall negotiate all work calendars to begin and end within the fiscal year, July 1 to June 30, of each year, to be effective for the 2026-27 school year.

Section 17.17 Short-Term and Substitute Hours

~~**17.17.1 – Bargaining unit members who are interested in performing short term and/or substitute hours shall submit the Short term and Substitute Hours Form to the Human Resources Office. Members who submit the interest form may be offered substitute and/or short term work, after such work has been offered to members on the re-employment list as per Section 14.3.5.**~~

Bargaining unit members who are interested in performing short-term and/or substitute hours shall submit ~~the Short term and Substitute Hours Form~~ **their request** to the Human Resources Office **according to District procedure**. Members who ~~submit the interest form~~ **have been approved** ~~may~~ **shall** be offered substitute and/or short term work, **if available. This section only applies** after such work has been offered to members on the re-employment list as per Section 14.3.5.

17.17.2 Unit members shall only perform short-term work with prior authorization from the site or District manager.

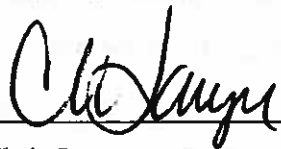
Section 17.18 Employee's Monthly Category

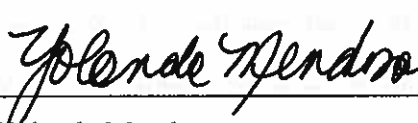
The following shall be the identification of an employee's monthly category as determined by their individual total number of paid work days:


Total Number of Paid Work Days	Monthly Category
0 – 210	9.5 Month Employee
211 – 215	9.75 Month Employee
216 – 226	10 Month Employee
227 – 231	10.5 Month Employee
232 – 237	10.75 Month Employee
238 – 242	11 Month Employee
243-248	11.25 Month Employee
260 – 261	12 Month Employee


17.19 Start Up/Shut Down Time

Beginning the 2025-2026 school year, unit members within the Instructional Materials/Library Series, as well as unit members in the Computer Instructional Specialist classification shall have fifteen (15) minutes at the beginning of their shift and fifteen (15) minutes at the end of their shift in order to open or close their workspace without the presence of students. If a site is unable to provide this time upon review of their schedules, the parties shall meet with the site principal to identify possible solutions that best address start up/shut down time.

 4/1/25
Chris Lawyer Date
Chapter 293 President

 4/1/25
Yolanda Mendoza Date
Acting Assistant Superintendent, HR

 4/1/25
Jasmine Fernandez Date
Labor Relations Representative

 4/1/25
Nancy Blade Date
Executive Director, HR

CSEA Pylud 12:35

PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
AND
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS
PLACENTIA-YORBA LINDA CHAPTER 293
2024-2025 Reopener Negotiations
TENTATIVE AGREEMENT

ARTICLE XX: HEALTH AND WELFARE

Section 20.1 Benefits and Eligibility

For the purpose of this section, eligibility shall be defined as: those unit members who are regularly employed four (4) hours per day or more on a monthly average.

Effective July 1, 2018, and as long as the District continues to be a member of the Self Insured Schools of California (SISC), unit members whose permanent assignment is less than thirty-six (36) hours per week are not required to select a District provided medical plan. Unit members whose permanent assignment is thirty-six (36) hours per week or more shall be required to select a District provided medical plan and pay the employee's share of the selected plan.

20.1.1 Medical Insurance

The District shall provide the eligible unit member with the agreed upon insured medical plan including dependent coverage. New unit members employed by the District after July 1, 2006 and eligible for health benefits subject to the required contributions by this agreement will be limited to either an Anthem Blue Cross HMO or Kaiser HMO until they have completed two continuous years of employment. Upon completion of two continuous years of employment, the unit member may choose an Anthem Blue Cross PPO program.

20.1.1.a Beginning with plan year 2024, eligible unit members will be provided an option to waive benefit coverage under the Waiver of Active Benefit Enrollment (WABE). The District agrees to provide this option at no cost to unit members as long as the required District contribution to the WABE option is less than the lowest-cost HMO plan available to the unit member.

20.1.2 For the plan year 2010 and thereafter pending negotiations, unit members shall be responsible for the following contributions toward the premium cost of medical plan benefits based on the plan and coverage selected by way of a tenthly salary deduction:

Any PPO Plan	Unit member pays 10% of the actual premium cost.
Anthem Blue Cross HMO or Kaiser	<p>Unit member only coverage pays an amount equal to the prior year plus 10% of the increase in premium over the prior year except for individuals hired after January 1, 2009 will pay 10% of the actual plan premium</p> <p>Unit member plus 1 family member coverage pays an amount equal to the prior year plus 10% of the increase in premium over the prior year except for individuals hired after January 1, 2009 who will pay 10% of the actual plan premium</p> <p>Unit member plus more than 1 family member coverage pays an amount equal to the prior year plus 10% of the increase in premium over the prior year except for individuals hired after January 1, 2009 who will pay 10% of the actual plan premium</p>

20.1.3 Dental Insurance

The District will provide the unit member with an agreed-upon dental service plan, including dependent coverage. Enhancement to the agreed upon Dental Service plan are available at additional cost to the unit member.

20.1.4 Vision Care Insurance

The District shall provide the unit member with an agreed upon vision service plan, including dependent coverage. Enhancement to the agreed upon Vision Service plan is available at additional cost to the unit member.

20.1.5 Life Insurance

20.1.5.1 - The District shall provide a unit member with fully paid \$50,000 level term-life insurance policy. Coverage shall continue during the period of a District-approved unpaid leave of absence, if requested, at the unit member's expense.

20.1.5.2 - The unit member insured under the master group contract may convert insurance to a private plan upon termination of employment or termination of group insurance because of a change in classification. The unit member must apply within thirty-one (31) days after the day the group life insurance terminates.

Section 20.2 – Health Benefits Management Committee (HBMC)

20.2.1 - The intent of the Health Benefits Management Committee (HBMC) is to provide transparency and involvement with the health plans provided to certificated, classified and management employees. The committee will evaluate the performance of the plan consultant periodically and either renew or select a new consultant for the health plans.

20.2.2 - The Association and the District shall designate the HBMC to select and monitor health benefits. The group will be composed of three (3) voting members from each Association (3 from A.P.L.E., 3 from C.S.E.A.) and six (6) from the District. HBMC members will be chosen by their respective associations. Each group may confer with outside consultants.

20.2.3 - The group will meet each month (4th week) to monitor and review expenditures of each of the selected health benefit plans. Those plans will include medical, dental, vision and life insurance. Meeting times may be modified by mutual agreement.

20.2.4 - The committee will develop and recommend to their respective bargaining team the proposed benefit package each year.

Section 20.3 Continuance - Retired Unit Members


20.3.1 - Unit members who have served continuously for ten (10) years in the District and who retire under the Public Employees' Retirement System (PERS) Provisions (straight/disability retirement) after age fifty-five (55) may elect to have employee only medical and prescription drug plan continue on the same basis as unit members until such time the retiree reaches the age of eligibility for Medicare or other government-funded health insurance programs, or upon death of the retiree, whichever occurs first. Eligible retired unit members who have elected to


continue their medical and prescription drug plan may also, at their own expense, elect to enroll eligible dependents by submitting monthly payments to the District.


20.3.2 - Retired unit members who qualify under the provisions of section 20.3.1 above may elect to have the Dental coverage continue on the same basis as unit members for themselves and their dependents until such time the retiree reaches age sixty-five (65) or upon death of the retiree, whichever occurs first.

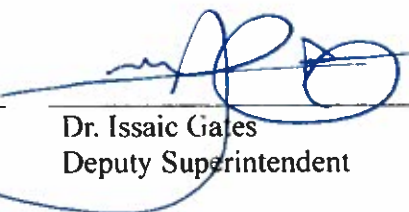
20.3.3 - Retirees are not covered by life insurance but may continue coverage at their own expense by contacting the insurance carrier and converting to a private plan within thirty-one (31) days of retirement.

20.3.4 - Retired unit members who qualify under the provisions of section 20.3.1 above may elect to have the vision coverage continue on the same basis as unit members until such time the retiree reaches age sixty-five (65) or upon death of the retiree, whichever occurs first.


Chris Lawyer
CSEA Chapter President No. 293
10/15/24
Date


Nancy Blade
Executive Director, Human Resources
10-14-24
Date


Jasmine Fernandez
Labor Relations Representative
10/15/24
Date


Dr. Issaic Gates
Deputy Superintendent
10/15/24
Date

PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
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ARTICLE XIII: LEAVES

Section 13.1 Notification of Absence

13.1.1 - The unit member is responsible for notifying the District of any absence **preferably as soon possible, but** no later than one (1) hour prior to the assigned reporting time of the day of each absence by utilizing the District designated notification system. **This notification system may vary from one of the following: an absence software or another means of communication to the unit member's supervisor or designee. These unit members in job classifications without access to the District designated notification system shall notify their immediate supervisor.** The one (1) hour notification requirement may be waived in the event of a bona fide emergency in which case the unit member is responsible for notifying their immediate supervisor **or designee.**

13.1.2 - Unit members who are or will be on leave shall not be required to secure their own "substitute."

Section 13.2 Personal Illness Leave

13.2.1 - Unit members employed eight (8) hours per day, five (5) days per week shall be entitled to eight (8) hours, one (1) day, of personal illness leave for each month in which the unit member is in a paid status.

13.2.2 - Unit members employed less than eight (8) hours per day, five (5) days per week shall be entitled to the proportionate amount of leave as the number of hours worked per day and days per week relates to eight (8) hours per day and five (5) days per week.

13.2.3 - Unused personal illness leave earned under subsection **13.2.1** and **13.2.2** shall be accumulated from year to year.

13.2.4 - Upon receipt of verification from the previous district, a unit member may transfer

accumulated personal illness leave from another California public school district provided that the unit member was employed by that

district for more than one (1) year and accepted employment in the Placentia-Yorba Linda Unified School District within one (1) year of separation from the previous district.

13.2.5 – Human Resources may require a medical statement upon the day of return for any consecutive absence of four (4) or more days due to personal illness

13.2.6 - Employees may access their sick leave accruals through the current District utilized electronic system.

13.2.7 - New unit members shall not be eligible for more than twelve (12) days or proportionate amount described in subsection 13.2.1 and 13.2.2 until the first day of the calendar month after completion of the initial six (6) months of active service with the District.

13.2.8 – A unit member may use up to fifty percent (50%) of their annual accrual of sick days during a school year to care for an ill child, parent, or spouse. This may be used for any illness and is separate from Family Medical Leave or Personal Necessity.

13.2.9 – The unit member may be requested to provide a medical release and give it to Human Resources before being permitted to return to work.

Section 13.3 Abuse of Personal Illness Leave

Abuse of Personal Illness leave is defined as the use of at least thirty percent (30%) more Personal Illness leave than a unit member would earn during a year, resulting in half pay, as defined in subsection 13.4.1. Abuse of Personal Illness leave is also defined as an identifiable pattern of absences over a period of time.

13.3.1 - Absences utilizing Personal Illness leave accruals carried over from a prior year shall not be considered abuse. Absences supported by a medical statement shall not be considered abuse.

13.3.2 - A conference with the immediate supervisor, in collaboration with the Human Resources Director, will be scheduled to discuss the potential Abuse of Personal Illness Leave. If abuse has been determined, a written notice will be given by the immediate supervisor, in collaboration with the Human Resources Director, to the unit member requiring a medical statement be provided for any additional Personal Illness days until June 30th of that year.

13.3.3 - If a written abuse notice is given as outlined in Section 13.3.2, and the unit member fails to provide a medical statement upon the day of return for any absence due to personal illness, the progressive discipline article 11.4 will apply.

13.3.4 - Notice of Abuse of Personal Illness Leave within the prior two (2) school years will serve as an establishment of an identifiable pattern of absences and shall be subject to the progressive discipline article 11.4.

Section 13.4 Entitlement to Other Sick Leave

Each unit member with permanent status shall be credited with 100 days of paid personal illness leave per fiscal year, in addition to the sick leave entitled to under subsections 13.2.1 and 13.2.2.

13.4.1 - Each day of sick leave provided by this Section shall be compensated at the rate of fifty percent (50%) of the unit member's regular salary. Compensation shall commence on the first service day following exhaustion of accrued sick leave.

13.4.1.a. - Human Resources may require a medical statement upon the day of return for any consecutive absence of four (4) or more days due to personal illness in order to utilize this leave.

13.4.1.b. - Unit members who have met the provisions of Abuse of Personal Illness Leave as outlined in 13.3.2, shall provide a medical statement upon the day of return for any personal illness absence.

Section 13.5 Personal Necessity Leave

13.5.1 - A maximum of eight (8) days of absence for illness or injury leave earned pursuant to the sick leave provisions of this Agreement may be used by the unit member in cases of personal necessity.

13.5.2 - Personal necessity leave will not be granted for purposes of:

- a. Employee organization business or activity.
- b. Work stoppage, work slowdown, or strike.
- c. Activities which could normally be attended to outside the service day.
- d. Recreational activities including but not limited to vacation and travel associated with vacation.

13.5.3 - If possible, the unit member shall give advance notification for personal necessity leave to the District designated notification system or their immediate supervisor.

Section 13.6 Bereavement Leave

13.6.1 - Unit members shall be granted leave not to exceed five (5) days in the event of the death of any member of the unit member's immediate family.

The days of bereavement leave need not be consecutive. The Superintendent or designee may grant additional days due to emergency situations. Said days of extension for emergency shall be deducted from the unit members' personal necessity leave.

13.6.2 - No deduction shall be made from the salary of the unit member nor shall such leave be deducted from leave granted by other sections of this Agreement, or as provided for by the Board of Education.

Section 13.7 Parental Leave

13.7.1 - The unit member shall have the right to utilize sick leave provided for in this Agreement for absences necessitated by pregnancy, miscarriage, adoption, childbirth, and recovery here from.

13.7.2 - The District will provide for unpaid leave of absence from duty for the unit member who is required to be absent from duties because of pregnancy, miscarriage, adoption, childbirth, and recovery therefrom. The length of the leave of absence, including the date on which the leave shall commence and the date on which the

unit member shall resume duties in a comparable position, shall be determined by the unit member and the unit member's physician in conjunction with the District.

13.7.3 - In the event of stillbirth or miscarriage, the unit member desiring to terminate leave shall be reinstated to her comparable position on the date authorized by the attending physician or other licensed health advisor in conjunction with the District.

13.7.4 - Up to three (3) days of paid leave of absence will be granted to the unit member for fatherhood or adoption of a minor. Such leave shall be deducted from accrued sick leave.

Section 13.8 Unpaid Leave for Child Care

13.8.1 - The District may grant a leave of absence without pay or compensation to any unit member for the purpose of child care.

13.8.2 - The unit member shall request such leave 30 days prior to the date on which the leave is to begin. The request shall be in writing and shall include a statement as to the date the unit member wishes to begin and end the leave without pay. The District shall respond in writing.

13.8.3 - If the unit member chooses to combine leave for pregnancy together with leave for subsequent child care, the unit member must make a request for both leaves at the same time, except in cases of unforeseen emergency.

13.8.4 - Leave for child care may be available for the adoption of a child, the period of time to commence with the physical custody of the child.

13.8.5 - The unit member, upon the death of their spouse, may be entitled to a leave of absence for the purpose of providing child care according to the above stated provisions.

13.8.6 - The unit member who is on leave for child care shall be entitled to return to a comparable position to that held at the time the leave commenced, or to the same position if practical.

Section 13.9 Court Appearances/Jury Duty

13.9.1 - The unit member shall be granted leave from normal duty hours equal to the time spent in court to appear as a witness (other than as a litigant), to serve on a jury or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the unit member. The unit member will be paid their regular salary.

13.9.2 - Unit members on swing or graveyard shift who are required to serve on jury duty shall not be required to report to their shift on that particular day after first notifying their immediate supervisor.

13.9.3 - Unit members shall present verification of time spent in accordance with the circumstances set forth in subsections 13.9.1 and 13.9.2 to the immediate supervisor upon returning to work. The verification shall be from an official of the court and will be attached to the unit member's time exception report.

Section 13.10 Industrial Accident and Illness Leave

13.10.1- Unit members who sustain an injury or illness arising directly out of and in the course and scope of their employment shall be eligible for a maximum of sixty (60) days paid leave in any one fiscal year. This leave will commence on the first date of absence. Industrial accident leave shall not be accumulated from year to year.

13.10.2- Payment for wages lost on any day shall not, when added to an award granted under the Workers' Compensation laws of this state, exceed the normal wage for the day. Industrial accident and illness leave will be reduced by one day for each day of authorized absence, regardless of compensation awarded under Workers' Compensation. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the industrial injury or illness occurred, for the same illness or injury.

13.10.3 - Industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation, or paid leave will be used. If, however, a unit member is still receiving temporary disability payments under the Workers' Compensation laws of this state at the time of the exhaustion of benefits under this section, the unit member shall be entitled to use only so much of any accumulated and available normal sick leave and vacation leave, which, when added to the Workers' Compensation award, provides a day's pay at the regular rate of pay.

13.10.4 - Any time a unit member on industrial accident or illness leave is able to return to work, the unit member shall be reinstated in a position in the same class without loss of status or benefits.

13.10.5 - To ensure that adequate medical attention is received and to ensure that proper application is made to the District's Self-Insurance Administrator, the unit member who sustains an injury or illness shall report the incident to the immediate supervisor within twenty-four (24) hours or as soon as is feasible.

13.10.6 - Treatment according to the severity of injury shall be provided by the District-designated physician and/or hospital unless a written request is on file to use the unit member's personal physician. If, for geographic or personal inconvenience, the designated medical facilities or physicians are not utilized, the unit member shall notify the Human Resources Office as soon as is feasible and make certain that the chosen treating physician or facility reports to the District's Self-Insurance Administrator after treating the patient. It is understood that no claim shall be paid until a proper claim and report are made by the attending physician.

13.10.7 - The unit member shall provide the Assistant Superintendent, Human Resources with a statement from the attending physician confirming the industrial illness or injury, the prognosis, and an estimate of the anticipated term of absence.

13.10.8 - The unit member shall secure a medical release and give it to Human Resources before being permitted to return to work.

13.10.9 - The District may require that a unit member secure release from a District-designated medical authority

before being permitted to return to work.

Section 13.11 Military Leave

13.11.1- Unit members shall be entitled to any military leave provided by law and shall return with all rights and privileges granted by law arising out of the exercise of military leave.

13.11.2- Unit members shall be required to request military leaves in writing and, upon request, to supply the District with orders and status reports.

Section 13.12 General Leaves

13.12.1- The unit member may be granted a paid or unpaid leave of absence at the discretion of the District. The unit member shall request such leave in writing and include the date the unit member wishes to begin and end the leave. The District shall respond to any such leave request and, if granted, include the dates the unit member will begin and end the leave. Such leave may be up to one year in length but may be renewed. While on an unpaid leave, the unit member shall maintain, but not add to, any other leave credit, vacation time, seniority, or other benefits.

13.12.2- A unit member on such leave shall be entitled to return to a comparable position to that held at the time the leave commenced, or to the same position if practical.

Section 13.13 Other Leaves

The District and Association acknowledge the rights of a unit member under the Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA)

Section 13.14 Catastrophic Illness Leave

A unit member, who suffers a catastrophic illness/injury, may be eligible for catastrophic leave pursuant to the terms and conditions set forth below.

13.14.1 Catastrophic Illness/Injury Leave Bank

The District shall maintain the Catastrophic Illness/Injury Leave Bank. Such bank shall consist of voluntary donations of earned and unused sick leave hours and/or earned and unused vacation hours by unit members. Each donation shall be irrevocable and shall be made by the unit member filing the appropriate district-provided form. A donation to the Catastrophic Leave Bank shall be a general donation, and cannot be donated to a specific unit member for their exclusive use. The intent of this section is to provide a benefit to unit members who suffer a catastrophic illness/injury. It is not the intent of this section to penalize unit members who donate to the Catastrophic Leave Bank by reducing earned additional vacation for good attendance.

13.14.2 Eligibility

The use of Catastrophic Leave shall only be available to unit members, who have made a donation of the equivalent of at least one day to the Bank prior to the end of the previous school year, and whose request for the use of such leave has been approved by the Catastrophic Leave Bank Committee. Unit members who are

awarded Catastrophic Leave in the current fiscal year shall be eligible for Catastrophic Leave the subsequent fiscal year if they did not have accrued time to donate to the bank.

13.14.3 Request for Catastrophic Leave

Unit members who suffer a catastrophic illness/injury as certified by a physician, which has resulted in the unit member using all other available paid leaves, including regular and extended illness and injury leave, vacation, compensatory time off, and industrial accident and illness leave, if applicable, may request use of the Catastrophic Leave Bank subject to the terms and conditions outlined in this section.

13.14.4 Donations

Donation solicitations by CSEA Chapter 293 to the Catastrophic Leave Bank shall be presented to the unit members annually during the months of May and June, unless the Bank holds five hundred (500) hours or less, in which case the parties may mutually agree to another donation period. Any donations of additional leave prior to May or June shall only be from members breaking service from the District. All other donations shall only be donated during the months of May and June. All donation forms must be received in the payroll office by close of business on June 30th.

13.14.5 Catastrophic Leave Bank Committee

The Catastrophic Leave Bank Committee shall be comprised of the President of CSEA Chapter 293 or designee, two eligible unit members, and two representatives of the District. Any unit member wishing to use Catastrophic Leave shall present the request on the appropriate district-provided form therefore to the Human Resources Department and the CSEA Chapter 293 Executive Board. The request shall be referred to the Catastrophic Leave Bank Committee for consideration. Approval of the request shall require a majority vote of the Committee. The process and decision of the Committee shall not be subject to appeal or the grievance procedure.

13.14.6 Maximum Number of Hours Available

The maximum number of hours per request shall not exceed the applicant's work hours in a six (6) month work calendar. If more hours are needed, the unit member may reapply.

13.14.7 Limits on Number of Days Donated

A unit member may not donate more than fifty percent (50%) in excess of ten (10) days of earned sick leave. A less than twelve (12) month employee may not donate vacation days if such donation would result in an unpaid period of time during winter and spring recess periods.

Upon separation from the District any unit member may donate all available sick leave to the Catastrophic Leave Fund.

13.14.8 Pay and Status of Unit Members

A unit member using days from the Catastrophic Leave Bank shall be compensated for each day at 50% of the rate they would have received had they worked on that day. Unit members granted Catastrophic Leave and using

the same shall be considered in regular paid status.

13.14.9 Unused Days

Any days/hours approved by the Committee and not used shall be returned to the Catastrophic Illness/Injury Leave Bank.

Section 13.15 Educational Leave

Unit members shall be granted one (1) unpaid Educational Leave in order to pursue education or training subject to the following conditions:

13.15.1 - The Unit member shall provide documentation from the educational institution showing enrollment.

13.15.2 - Leave request shall be submitted in writing to the Human Resources Department thirty (30) days prior to the commencement of leave.

13.15.3 - Leave shall be granted for a continuous period not to exceed nine (9) months. This section shall not prevent the District from granting an educational leave which is less than thirty (30) days or more than nine (9) months.

13.15.4 - Unit Members may apply for one additional educational leave two (2) years after taking initial educational leave. Additional educational leave may be granted at the District's discretion.

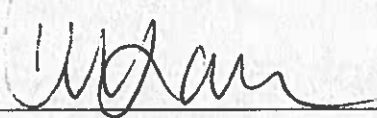
13.15.5 - Unit Members requesting any changes to approved leave shall be provided to the District in writing prior to the leave.

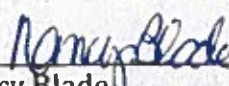
13.15.6 - The Unit Member must have a minimum of one (1) year of service in the District.


13.15.7 - Upon return from leave, the unit member shall be placed in a vacant position in the same classification with the same number of hours and number of working days.


13.15.8 - While on unpaid leave, the unit member shall maintain, but not add to, any other leave credit, vacation time, seniority or other benefits.

13.15.9 - The Unit Member shall receive written confirmation of the approved leave within ten (10) days of the submission of the request.

 10/15/24
Chris Lawyer
CSEA Chapter President No. 293

 10-15-24
Nancy Blade
Executive Director, Human Resources

 10/15/24
Jasmine Fernandez
Labor Relations Representative

 10/15/24
Dr. Issaic Gates
Deputy Superintendent

PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT

AND

THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

AND ITS

PLACENTIA-YORBA LINDA CHAPTER 293

2024-2025 Reopener Negotiations

TENTATIVE AGREEMENT

ARTICLE XV: TRAINING

Section 15.1

In-service training occurring during the regular working hours of the unit member shall result in no loss of wages or benefits to the unit member. Employees shall receive release time from their regular assignment and/or be paid their regular rate of pay for all hours in excess of their normal scheduled hours. No unit member shall be required or approved to receive training for a job duty not specified in the unit member's job description or reasonably related to the unit member's job description. Unit members required to attend training outside of their regular working hours shall be paid their regular rate of pay, or overtime if applicable.

15.1a.1 Classification Specific In-Service Training

The District shall provide one (1) annual in-service training for all unit members, in accordance with the provisions of Educational Code Section 45391, which shall be related to unit members' specific job duties and responsibilities and/or District initiatives.

15.1b.2 Special Education Assistant; Special Education Interventional Assistant; Special Education Interventional Assistant - Specialized; Special Education Aide III, shall have their work calendar modified to exchange the non-student work day to be a day prior to the beginning of the students' calendar. In-service training specific to their job duties will be offered during this day.

15.1c.3 Workplace Safety In-Service Training

The District shall provide one (1) annual in-service training for all unit members related to safety at their site.

15.1.4 Training Upon Hire or Promotion

Newly hired or promoted unit members shall be provided training or shadow another

employee within their classification for at least one (1) day, or up to five (5) work days within the first thirty (30) days of employment as arranged by the supervisor. Training or shadowing shall commence on the employees first assigned shift. The duration of the training/shadowing opportunity may vary across classifications, and shall be determined by the supervisor depending on the experience and proficiency of the newly hired unit member.

Section 15.2

The District shall provide release time and pay the costs of training activities specifically approved by the District. ~~District required training provided after the unit member's regular working hours will be compensated at the appropriate rate of pay.~~ District required training provided after the unit member's regular working hours will be compensated at the appropriate rate of pay, or overtime rate, if applicable. Employees will be reimbursed per Article 18 sections 18.8, 18.10 and 18.11 of this agreement.

15.2a Conference/Training Request Process

The unit member or the District may initiate a request to attend a conference or training per established guidelines. Guidelines and Conference Meeting/Travel Request form shall be found in Appendix J of the contract, the Human Resources Department, and on the District website.-

15.2b

The District will provide the Association with the anticipated training and associated costs of the training for the subsequent year during negotiations. The District will provide the Association with the training and associated costs of the training for the current year during negotiations. On or before the training agenda is finalized each year, the Association will consult with the District regarding pertinent training topics for Classified employees.

Section 15.3 Transportation

The District renewal program and "chargeable time" as described in section 17.13.11 shall include only time spent in renewal classes, necessary behind-the-wheel training and travel and testing time for the "behind-the-wheel" and written test required by the California Highway Patrol.

15. 3a

Unit members shall be in a paid status for only one (1) renewal class, it's accompanying "behind-the-wheel" training and one (1) "behind-the-wheel" and written test for the California Highway Patrol during the one (1) year prior to the expiration of their bus driver certificate.

15.3b Training

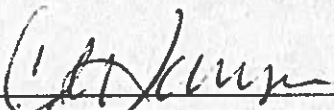
Unit members shall be compensated at their regular rate of pay for time used to complete CHP Driver Certification requirements, not to exceed 6 hours of pay.

15.4 Professional Growth

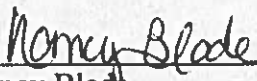
A Professional Growth Program will be designed to provide an opportunity for professional growth for classified employees through continuing education. It is intended to recognize an employee's voluntary effort to increase his/her general and/or specific value to the District.

15.5 Other Training

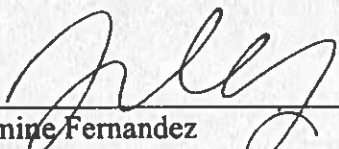
District designated training will be paid for by the District and will be provided to unit members while the employee is in paid status.


Chris Lawyer
CSEA Chapter President No. 293

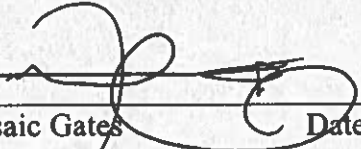
11-7-24
Date


Nancy Blade
Executive Director, Human Resources

11-7-24
Date


Jasmine Fernandez
Labor Relations Representative

11/7/24
Date


Dr. Issaic Gates
Deputy Superintendent

11/21/24
Date

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 6, 2025**

**REPORTING OF PURCHASE ORDER TOTALS
March 23, 2025 through April 19, 2025 for the 2024-25 Fiscal Year**

Financial Impact

General Fund (0101)	\$3,545,204.73
Child Development Fund (1212)	\$114,180.96
Cafeteria Fund (1313)	\$4,916.86
Deferred Maintenance (1414)	\$85,089.95
Capital Facilities Fund (2525)	\$21,598.62
Capital Facilities Agency Fund (2545)	\$18,056.21
Special Reserve – CAP Outlay (4040)	\$5,475.00
Insurance Health and Welfare Fund (6769)	\$384.48
Insurance Property Loss Fund (6770)	\$50,000.00

Administrator

Joan Velasco, Interim Assistant Superintendent, Administrative Services

PLACENTIA USD

PURCHASE ORDER DETAIL REPORT BY FUND

BOARD OF TRUSTEES MEETING 05/06/2025

FROM 03/23/2025

TO 04/19/2025

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>OBJECT DESCRIPTION</u>
U82B0692	NILES BIOLOGICAL	125.00	125.00	0163000067 4301	MATERIALS AND SUPPLIES
U82B0693	J W PEPPER OF LOS ANGELES	4,000.00	4,000.00	0167700027 4301	MATERIALS AND SUPPLIES
U82B0694	SOUTHWEST SCHOOL & OFFICE SUPP	250.00	250.00	0167620114 4301	MATERIALS AND SUPPLIES
U82B0695	SOUTHWEST SCHOOL & OFFICE SUPP	511.00	511.00	0100030144 4301	MATERIALS AND SUPPLIES
U82C0768	TIME & ALARM SYSTEMS	3,170.26	3,170.26	0181502626 5690	CONTRACTS-OTHER SERVICES
U82C0769	SECO ELECTRIC & LIGHTING	1,918.69	1,918.69	0181502401 5690	CONTRACTS-OTHER SERVICES
U82C0770	ORANGE COUNTY DEPT OF ED	962.50	962.50	0130100041 5816	FIELD TRIPS / ADMISSION
U82C0771	BURNETT, MARK	400.00	400.00	0190170322 5810	PROFESSIONAL/CONSULTING SRV.
U82C0773	EMERALD COVE OUTDOOR SCIENCE I	42,914.35	42,914.35	0190150012 5816	FIELD TRIPS / ADMISSION
U82C0774	ORANGE COUNTY DEPT OF ED	625.00	625.00	0190170069 5821	ASSEMBLIES
U82C0775	RENAISSANCE LEARNING INC	10,498.12	10,498.12	0190170096 5815	INTERNET RESOURCE
U82C0776	SECO ELECTRIC & LIGHTING	27,872.63	27,872.63	0181502332 4313	MAINTENANCE
U82C0779	CALIF WEEKLY EXPLORER INC	482.99	482.99	0190170088 5821	ASSEMBLIES
U82C0780	EDWARDS, BROCK	3,250.00	3,250.00	0190170112 5821	ASSEMBLIES
U82C0781	JM JUSTUS FENCE COMPANY	7,910.00	7,910.00	0181500277 5690	CONTRACTS-OTHER SERVICES
U82C0782	JM JUSTUS FENCE COMPANY	4,775.00	4,775.00	0126000046 6274	OTHER CONSTRUCTION
U82C0786	EMERALD COVE OUTDOOR SCIENCE I	18,266.40	18,266.40	0190150002 5816	FIELD TRIPS / ADMISSION
U82C0788	SECO ELECTRIC & LIGHTING	3,596.19	3,596.19	0167620139 6270	MAIN BUIDLING CONTRACTOR
U82C0789	ADCO ROOFING INC	123,185.00	123,185.00	0126000125 6270	MAIN BUIDLING CONTRACTOR
U82C0790	ADCO ROOFING INC	53,209.00	53,209.00	0126000126 6270	MAIN BUIDLING CONTRACTOR
U82C0791	ADCO ROOFING INC	81,109.00	81,109.00	0126000126 6270	MAIN BUIDLING CONTRACTOR
U82C0792	GARLAND/DBS INC.	38,750.54	38,750.54	0126000146 6270	MAIN BUIDLING CONTRACTOR
U82C0793	EMERALD COVE OUTDOOR SCIENCE I	22,215.53	22,215.53	0190150023 5816	FIELD TRIPS / ADMISSION
U82C0794	GARLAND/DBS INC.	76,784.66	76,784.66	0126000125 6270	MAIN BUIDLING CONTRACTOR
U82C0795	FRANKLIN HAYNES MARIONETTES	500.00	500.00	0190170088 5821	ASSEMBLIES
U82C0796	GARLAND/DBS INC.	29,496.18	29,496.18	0126000126 6270	MAIN BUIDLING CONTRACTOR
U82C0797	GARLAND/DBS INC.	41,895.95	41,895.95	0126000126 6270	MAIN BUIDLING CONTRACTOR
U82C0798	GARLAND/DBS INC.	50,712.38	50,712.38	0126000127 6270	MAIN BUIDLING CONTRACTOR
U82C0799	GARLAND/DBS INC.	45,185.73	45,185.73	0126000124 6270	MAIN BUIDLING CONTRACTOR
U82C0800	GARLAND/DBS INC.	26,115.67	26,115.67	0126000128 6270	MAIN BUIDLING CONTRACTOR
U82C0801	GARLAND/DBS INC.	49,811.93	49,811.93	0126000129 6270	MAIN BUIDLING CONTRACTOR
U82C0802	GARLAND/DBS INC.	29,496.18	29,496.18	0126000130 6270	MAIN BUIDLING CONTRACTOR
U82C0803	GARLAND/DBS INC.	15,854.73	15,854.73	0126000131 6270	MAIN BUIDLING CONTRACTOR
U82C0804	GARLAND/DBS INC.	42,788.12	42,788.12	0126000132 6270	MAIN BUIDLING CONTRACTOR
U82C0805	GARLAND/DBS INC.	42,788.12	42,788.12	0126000133 6270	MAIN BUIDLING CONTRACTOR
U82C0806	PHANTOM PROJECTS	875.00	875.00	0190170069 5821	ASSEMBLIES
U82C0807	EDPUZZLE INC	6,069.00	6,069.00	0130100024 5815	INTERNET RESOURCE

PLACENTIA USD

PURCHASE ORDER DETAIL REPORT BY FUND

BOARD OF TRUSTEES MEETING 05/06/2025

FROM 03/23/2025

TO 04/19/2025

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>OBJECT DESCRIPTION</u>
U82C0809	DAVID OTTA PRODUCTIONS	100,250.00	100,250.00	0100080145 5810	PROFESSIONAL/CONSULTING SRV.
U82C0810	I & B FLOORING	24,973.60	24,973.60	0126000117 6270	MAIN BUIDLING CONTRACTOR
U82C0811	I & B FLOORING	11,526.80	11,526.80	0126000118 6270	MAIN BUIDLING CONTRACTOR
U82C0812	I & B FLOORING	18,780.20	18,780.20	0126000119 6270	MAIN BUIDLING CONTRACTOR
U82C0813	ORANGE COUNTY DEPT OF ED	3,250.00	3,250.00	0162660043 5810	PROFESSIONAL/CONSULTING SRV.
U82C0815	ORANGE COUNTY DEPT OF ED	1,046.25	1,046.25	0190170109 5816	FIELD TRIPS / ADMISSION
U82C0816	ADCO ROOFING INC	100,899.00	100,899.00	0126000127 6270	MAIN BUIDLING CONTRACTOR
U82C0817	ADCO ROOFING INC	84,080.00	84,080.00	0126000133 6270	MAIN BUIDLING CONTRACTOR
U82C0818	ADCO ROOFING INC	86,678.00	86,678.00	0126000132 6270	MAIN BUIDLING CONTRACTOR
U82C0819	ADCO ROOFING INC	28,892.00	28,892.00	0126000131 6270	MAIN BUIDLING CONTRACTOR
U82C0820	ADCO ROOFING INC	55,835.00	55,835.00	0126000130 6270	MAIN BUIDLING CONTRACTOR
U82C0821	ADCO ROOFING INC	96,776.00	96,776.00	0126000129 6270	MAIN BUIDLING CONTRACTOR
U82C0822	ADCO ROOFING INC	40,491.00	40,491.00	0126000128 6270	MAIN BUIDLING CONTRACTOR
U82C0823	ADCO ROOFING INC	86,678.00	86,678.00	0126000124 6270	MAIN BUIDLING CONTRACTOR
U82C0824	ADCO ROOFING INC	66,834.00	66,834.00	0126000146 6270	MAIN BUIDLING CONTRACTOR
U82C0825	ADCO ROOFING INC	114,805.00	57,402.50	0126000125 6270	MAIN BUIDLING CONTRACTOR
U82P3345	SUPER TEACHER WORKSHEETS	24.95	24.95	0165000163 5815	INTERNET RESOURCE
U82P3518	AMAZON.COM CORPORATE CREDIT	263.82	263.82	0100030615 4301	MATERIALS AND SUPPLIES
U82P3519	MACMILLAN HOLDINGS LLC	18,420.03	8,685.54	0163000129 4110	APPRV TEXTBOOKS
			9,734.49	0163000129 5815	INTERNET RESOURCE
U82P3520	SILVER LINING TRAVEL	60.00	60.00	0181502324 5240	TRAINING & TRAVEL & CONFERENCE
U82P3521	ROGUE FITNESS	734.07	734.07	0100030040 4301	MATERIALS AND SUPPLIES
U82P3522	GOPHER SPORT	568.68	568.68	0100030040 4301	MATERIALS AND SUPPLIES
U82P3523	SCHOLASTIC BOOK CLUBS INC	100.05	100.05	0167620047 4210	BOOKS & REFERENCE MATERIALS
U82P3524	MT SAN ANTONIO COLLEGE	275.00	275.00	0190170090 5816	FIELD TRIPS / ADMISSION
U82P3525	SO CAL GRAD	669.90	669.90	0100030615 4301	MATERIALS AND SUPPLIES
U82P3526	FLINN SCIENTIFIC INC	155.93	155.93	0100030034 4301	MATERIALS AND SUPPLIES
U82P3527	WESTERN PSYCHOLOGICAL SERVICES	607.71	607.71	0191080005 4305	STUDENT TESTING
U82P3528	PERMA BOUND	527.66	527.66	0100030215 4210	BOOKS & REFERENCE MATERIALS
U82P3529	WESTERN PSYCHOLOGICAL SERVICES	2,415.53	2,415.53	0191080005 4305	STUDENT TESTING
U82P3530	WESTERN PSYCHOLOGICAL SERVICES	1,213.99	1,213.99	0191080005 4305	STUDENT TESTING
U82P3531	HOPE INC	12.00	12.00	0165000156 4305	STUDENT TESTING
U82P3532	STUDENT TRANSPORTATION OF AMER	2,037.50	2,037.50	0107230005 5816	FIELD TRIPS / ADMISSION
U82P3533	SILVER LINING TRAVEL	720.00	180.00	0100030019 5816	FIELD TRIPS / ADMISSION
			540.00	0100030043 5816	FIELD TRIPS / ADMISSION
U82P3534	AMAZON.COM CORPORATE CREDIT	148.33	148.33	0165000162 4301	MATERIALS AND SUPPLIES
U82P3535	EAGLE COMMUNICATIONS	4,504.08	3,279.08	0100041587 4301	MATERIALS AND SUPPLIES
			1,225.00	0100041587 5690	CONTRACTS-OTHER SERVICES

PLACENTIA USD

PURCHASE ORDER DETAIL REPORT BY FUND

BOARD OF TRUSTEES MEETING 05/06/2025

FROM 03/23/2025

TO 04/19/2025

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>OBJECT DESCRIPTION</u>
U82P3536	SUPPLYMASTER INC	360.26	123.90	0165000141 4301	MATERIALS AND SUPPLIES
			236.36	0165000141 4343	COMP HRDWARE UNDER \$500
U82P3537	VISUAL EDGE IT INC	867.76	867.76	0100030879 4308	OFFICE SUPPLIES
U82P3538	GOLDEN STATE PAVING CO INC	13,100.00	13,100.00	0181502861 5690	CONTRACTS-OTHER SERVICES
U82P3539	DISCOVERY CUBE ORANGE COUNTY	990.00	990.00	0190170193 5816	FIELD TRIPS / ADMISSION
U82P3540	AMAZON.COM CORPORATE CREDIT	142.72	142.72	0100030088 4301	MATERIALS AND SUPPLIES
U82P3541	AMAZON.COM CORPORATE CREDIT	32.60	32.60	0100030303 4301	MATERIALS AND SUPPLIES
U82P3542	AMAZON.COM CORPORATE CREDIT	73.81	73.81	0107911095 4301	MATERIALS AND SUPPLIES
U82P3543	AMAZON.COM CORPORATE CREDIT	108.49	108.49	0100030271 4301	MATERIALS AND SUPPLIES
U82P3544	AMAZON.COM CORPORATE CREDIT	86.89	86.89	0100030108 4301	MATERIALS AND SUPPLIES
U82P3545	AMAZON.COM CORPORATE CREDIT	154.58	154.58	0100030226 4301	MATERIALS AND SUPPLIES
U82P3546	AMAZON.COM CORPORATE CREDIT	376.88	376.88	0100030231 4301	MATERIALS AND SUPPLIES
U82P3547	AMAZON.COM CORPORATE CREDIT	112.41	112.41	0100030253 4301	MATERIALS AND SUPPLIES
U82P3548	AMAZON.COM CORPORATE CREDIT	112.17	112.17	0100030052 4301	MATERIALS AND SUPPLIES
U82P3549	AMAZON.COM CORPORATE CREDIT	278.33	278.33	0190170095 4301	MATERIALS AND SUPPLIES
U82P3550	GOLDEN STATE PAVING CO INC	23,100.00	23,100.00	0181502623 5690	CONTRACTS-OTHER SERVICES
U82P3551	AMAZON.COM CORPORATE CREDIT	206.61	206.61	0165000141 4301	MATERIALS AND SUPPLIES
U82P3553	AMAZON.COM CORPORATE CREDIT	502.50	502.50	0100030094 4301	MATERIALS AND SUPPLIES
U82P3554	JAMEY CLARK INC	2,090.00	2,090.00	0181500938 5690	CONTRACTS-OTHER SERVICES
U82P3555	AMAZON.COM CORPORATE CREDIT	643.15	643.15	0167700027 4301	MATERIALS AND SUPPLIES
U82P3556	MONTGOMERY HARDWARE CO	4,365.09	4,365.09	0181502070 5690	CONTRACTS-OTHER SERVICES
U82P3557	ORANGE COUNTY ZOO	126.00	126.00	0190170088 5816	FIELD TRIPS / ADMISSION
U82P3558	AMAZON.COM CORPORATE CREDIT	188.41	188.41	0100030034 4301	MATERIALS AND SUPPLIES
U82P3559	FOX MARKETING PRODUCTS	13,344.28	13,344.28	0126000007 4301	MATERIALS AND SUPPLIES
U82P3560	AMAZON.COM CORPORATE CREDIT	24.45	24.45	0100030088 4301	MATERIALS AND SUPPLIES
U82P3561	AMAZON.COM CORPORATE CREDIT	407.86	407.86	0100030094 4301	MATERIALS AND SUPPLIES
U82P3562	AMAZON.COM CORPORATE CREDIT	227.21	227.21	0100030162 4301	MATERIALS AND SUPPLIES
U82P3563	AMAZON.COM CORPORATE CREDIT	1,361.73	1,361.73	0100030109 4301	MATERIALS AND SUPPLIES
U82P3564	AMAZON.COM CORPORATE CREDIT	902.85	902.85	0167620051 4301	MATERIALS AND SUPPLIES
U82P3565	AMAZON.COM CORPORATE CREDIT	143.82	143.82	0100030173 4301	MATERIALS AND SUPPLIES
U82P3566	AMAZON.COM CORPORATE CREDIT	25.53	25.53	0100030196 4301	MATERIALS AND SUPPLIES
U82P3567	AMAZON.COM CORPORATE CREDIT	18.37	18.37	0100080086 4301	MATERIALS AND SUPPLIES
U82P3568	3D MOLECULAR DESIGNS LLC	77.43	77.43	0100030063 4301	MATERIALS AND SUPPLIES
U82P3569	TEACHERS PAY TEACHERS	155.45	155.45	0165000156 4301	MATERIALS AND SUPPLIES
U82P3570	SCHOOL HEALTH CORP	340.59	340.59	0100040675 4301	MATERIALS AND SUPPLIES
U82P3571	MATTERHACKERS INC	348.05	348.05	0167700053 4301	MATERIALS AND SUPPLIES
U82P3572	BSN SPORTS LLC	1,794.20	1,794.20	0167620014 4301	MATERIALS AND SUPPLIES
U82P3573	AMAZON.COM CORPORATE CREDIT	45.65	45.65	0165000162 4301	MATERIALS AND SUPPLIES

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U82P3574	U.S. BANK	66.00	66.00	0167700029 5816	FIELD TRIPS / ADMISSION
U82P3575	FISHER SCIENTIFIC LLC	274.30	274.30	0100030034 4301	MATERIALS AND SUPPLIES
U82P3576	U.S. BANK	6,954.00	6,954.00	0126000007 5816	FIELD TRIPS / ADMISSION
U82P3577	HOME DEPOT	124.85	124.85	0100030034 4301	MATERIALS AND SUPPLIES
U82P3578	AMAZON.COM CORPORATE CREDIT	880.40	880.40	0190170318 4301	MATERIALS AND SUPPLIES
U82P3579	AMAZON.COM CORPORATE CREDIT	88.26	88.26	0100030034 4301	MATERIALS AND SUPPLIES
U82P3580	AMAZON.COM CORPORATE CREDIT	50.35	50.35	0100030034 4301	MATERIALS AND SUPPLIES
U82P3581	AMAZON.COM CORPORATE CREDIT	157.63	157.63	0100030226 4301	MATERIALS AND SUPPLIES
U82P3582	AMAZON.COM CORPORATE CREDIT	49.16	49.16	0100030312 4301	MATERIALS AND SUPPLIES
U82P3583	AMAZON.COM CORPORATE CREDIT	309.28	309.28	0100030291 4301	MATERIALS AND SUPPLIES
U82P3584	AMAZON.COM CORPORATE CREDIT	26.41	26.41	0100030196 4301	MATERIALS AND SUPPLIES
U82P3585	AMAZON.COM CORPORATE CREDIT	203.15	203.15	0100030615 4301	MATERIALS AND SUPPLIES
U82P3586	AMAZON.COM CORPORATE CREDIT	183.06	183.06	0100030268 4301	MATERIALS AND SUPPLIES
U82P3587	AMAZON.COM CORPORATE CREDIT	494.82	361.76	0107910929 4210	BOOKS & REFERENCE MATERIALS
			133.06	0107910929 4301	MATERIALS AND SUPPLIES
U82P3588	AMAZON.COM CORPORATE CREDIT	19.18	19.18	0181502324 4313	MAINTENANCE
U82P3589	AMAZON.COM CORPORATE CREDIT	1,342.09	1,342.09	0163870079 4301	MATERIALS AND SUPPLIES
U82P3590	U.S. BANK	14,588.59	7,990.46	0167620007 5240	TRAINING & TRAVEL & CONFERENCE
			6,598.13	0167620150 5240	TRAINING & TRAVEL & CONFERENCE
U82P3591	IXL LEARNING INC	2,318.75	2,318.75	0107911120 5815	INTERNET RESOURCE
U82P3594	U.S. BANK	120.69	120.69	0165000022 5240	TRAINING & TRAVEL & CONFERENCE
U82P3595	U.S. BANK	1,055.80	1,055.80	0107910721 5240	TRAINING & TRAVEL & CONFERENCE
U82P3596	U.S. BANK	564.88	564.88	0100041554 5240	TRAINING & TRAVEL & CONFERENCE
U82P3597	U.S. BANK	732.67	732.67	0190170023 5240	TRAINING & TRAVEL & CONFERENCE
U82P3598	U.S. BANK	763.16	763.16	0167620150 5240	TRAINING & TRAVEL & CONFERENCE
U82P3599	U.S. BANK	358.71	358.71	0165000022 5240	TRAINING & TRAVEL & CONFERENCE
U82P3600	PITSCO EDUCATION LLC	309.95	309.95	0190170079 4301	MATERIALS AND SUPPLIES
U82P3601	U.S. BANK	182.97	182.97	0156400386 5240	TRAINING & TRAVEL & CONFERENCE
U82P3602	U.S. BANK	390.95	390.95	0107230005 5240	TRAINING & TRAVEL & CONFERENCE
U82P3603	PITSCO EDUCATION LLC	63.55	63.55	0190170079 4301	MATERIALS AND SUPPLIES
U82P3604	RTP APPAREL LLC	2,578.90	2,578.90	0163870079 4301	MATERIALS AND SUPPLIES
U82P3605	AMAZON.COM CORPORATE CREDIT	312.20	312.20	0100030034 4301	MATERIALS AND SUPPLIES
U82P3606	AMAZON.COM CORPORATE CREDIT	275.42	32.61	0100040582 4301	MATERIALS AND SUPPLIES
			242.81	0100040582 4343	COMP HRDWARE UNDER \$500
U82P3607	AMAZON.COM CORPORATE CREDIT	32.57	32.57	0167620114 4301	MATERIALS AND SUPPLIES
U82P3608	AMAZON.COM CORPORATE CREDIT	9,997.06	9,997.06	0100040582 4343	COMP HRDWARE UNDER \$500
U82P3609	MINDWORKS RESOURCES INC	6,396.50	6,396.50	0126000007 4301	MATERIALS AND SUPPLIES
U82P3610	AMAZON.COM CORPORATE CREDIT	436.99	436.99	0162660346 4301	MATERIALS AND SUPPLIES

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U82P3611	AMAZON.COM CORPORATE CREDIT	762.79	762.79	0100030312 4301	MATERIALS AND SUPPLIES
U82P3612	WRESTLINGMART.COM LLC	4,027.11	4,027.11	0167620014 4301	MATERIALS AND SUPPLIES
U82P3613	AMAZON.COM CORPORATE CREDIT	2,070.90	1,690.29	0167700024 4301	MATERIALS AND SUPPLIES
			380.61	0167700024 4343	COMP HRDWARE UNDER \$500
U82P3614	SOUTHWEST STRINGS	4,059.15	4,059.15	0167620115 4301	MATERIALS AND SUPPLIES
U82P3615	AMAZON.COM CORPORATE CREDIT	260.99	260.99	0100030268 4343	COMP HRDWARE UNDER \$500
U82P3616	AMAZON.COM CORPORATE CREDIT	247.92	247.92	0100030615 4301	MATERIALS AND SUPPLIES
U82P3617	AMAZON.COM CORPORATE CREDIT	30.57	30.57	0100030255 4301	MATERIALS AND SUPPLIES
U82P3618	AMAZON.COM CORPORATE CREDIT	94.98	94.98	0133150011 4301	MATERIALS AND SUPPLIES
U82P3619	AMAZON.COM CORPORATE CREDIT	804.85	804.85	0100030170 4301	MATERIALS AND SUPPLIES
U82P3620	AMAZON.COM CORPORATE CREDIT	491.94	491.94	0126000024 4301	MATERIALS AND SUPPLIES
U82P3621	AMAZON.COM CORPORATE CREDIT	129.34	129.34	0100030271 4301	MATERIALS AND SUPPLIES
U82P3622	AMAZON.COM CORPORATE CREDIT	1,423.47	1,423.47	0107911098 4301	MATERIALS AND SUPPLIES
U82P3623	U.S. BANK	255.81	255.81	0167620030 4343	COMP HRDWARE UNDER \$500
U82P3624	AMAZON.COM CORPORATE CREDIT	1,058.14	1,058.14	0100030105 4343	COMP HRDWARE UNDER \$500
U82P3625	U.S. BANK	194.66	194.66	0100030129 5815	INTERNET RESOURCE
U82P3626	FUN SERVICES	425.00	425.00	0190170322 5810	PROFESSIONAL/CONSULTING SRV.
U82P3627	U.S. BANK	11,434.70	788.60	0135500030 5240	TRAINING & TRAVEL & CONFERENCE
			10,646.10	0135500030 5816	FIELD TRIPS / ADMISSION
U82P3628	FUTURE BUSINESS LEADERS OF AME	3,020.00	3,020.00	0100030019 5240	TRAINING & TRAVEL & CONFERENCE
U82P3629	ARBOR SCIENTIFIC	577.00	577.00	0100030034 4301	MATERIALS AND SUPPLIES
U82P3630	ALONTI CAFE & CATERING	605.37	605.37	0163870079 4338	FOOD SUPPLIES
U82P3631	AMAZON.COM CORPORATE CREDIT	453.49	453.49	0100030114 4343	COMP HRDWARE UNDER \$500
U82P3632	AVID CENTER	1,300.00	1,300.00	0130100183 5240	TRAINING & TRAVEL & CONFERENCE
U82P3633	SOUTHWEST SCHOOL & OFFICE SUPP	436.87	436.87	0107910989 4301	MATERIALS AND SUPPLIES
U82P3634	LECTORUM PUBLICATIONS INC	232.96	232.96	0100041581 4301	MATERIALS AND SUPPLIES
U82P3635	THE COOKIE ELEMENT	259.50	259.50	0165000162 4338	FOOD SUPPLIES
U82P3636	PRODUCTION ACCESS GROUP LLC	8,364.92	8,364.92	0100080086 4301	MATERIALS AND SUPPLIES
U82P3637	SOUTHWEST SCHOOL & OFFICE SUPP	279.93	279.93	0133150011 4301	MATERIALS AND SUPPLIES
U82P3638	MUSICIANS FRIEND	1,370.25	1,370.25	0167620119 4301	MATERIALS AND SUPPLIES
U82P3640	SOUTHWEST STRINGS	6,779.10	6,779.10	0167620128 4301	MATERIALS AND SUPPLIES
U2P3641	PERMA BOUND	1,471.67	1,471.67	0100030215 4210	BOOKS & REFERENCE MATERIALS
U2P3642	SILVER LINING TRAVEL	120.00	120.00	0167620122 5240	TRAINING & TRAVEL & CONFERENCE
U2P3643	AMAZON.COM CORPORATE CREDIT	142.46	142.46	0100030088 4301	MATERIALS AND SUPPLIES
U2P3644	WATER AND WIFI LLC	3,384.30	3,384.30	0181502862 5690	CONTRACTS-OTHER SERVICES
U2P3646	VECTOR ENVIRONMENTAL CONSULTIN	1,000.00	1,000.00	0181502324 5690	CONTRACTS-OTHER SERVICES
U2P3647	AMAZON.COM CORPORATE CREDIT	128.90	20.65	0167620030 4301	MATERIALS AND SUPPLIES
			108.25	0167620030 4343	COMP HRDWARE UNDER \$500

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U82P3648	ENERGYCAP LLC	7,045.94	7,045.94	0100080203 5815	INTERNET RESOURCE
U82P3649	AMAZON.COM CORPORATE CREDIT	377.06	377.06	0126000024 4301	MATERIALS AND SUPPLIES
U82P3650	AMAZON.COM CORPORATE CREDIT	196.27	196.27	0165000163 4301	MATERIALS AND SUPPLIES
U82P3651	SOUTHERN CALIFORNIA NEWS GROUP	1,323.32	1,323.32	0181502322 5806	ADVERTISEMENT EXPENSE
U82P3652	AMAZON.COM CORPORATE CREDIT	148.80	148.80	0100030226 4301	MATERIALS AND SUPPLIES
U82P3653	AMAZON.COM CORPORATE CREDIT	24.40	24.40	0100030268 4301	MATERIALS AND SUPPLIES
U82P3654	AMAZON.COM CORPORATE CREDIT	292.59	292.59	0100031108 4301	MATERIALS AND SUPPLIES
U82P3655	AMAZON.COM CORPORATE CREDIT	1,588.47	1,588.47	0100030105 4301	MATERIALS AND SUPPLIES
U82P3656	DICK BLICK ART MATERIALS	294.27	294.27	0190170070 4301	MATERIALS AND SUPPLIES
U82P3657	DEMCO INC	197.97	197.97	0190170093 4301	MATERIALS AND SUPPLIES
U82P3658	AMAZON.COM CORPORATE CREDIT	336.03	336.03	0165000163 4301	MATERIALS AND SUPPLIES
U82P3659	U.S. BANK	112.84	16.05	0126000024 4301	MATERIALS AND SUPPLIES
			96.79	0126000024 4343	COMP HRDWARE UNDER \$500
U82P3661	SILVER LINING TRAVEL	240.00	240.00	0181502324 5240	TRAINING & TRAVEL & CONFERENCE
U82P3662	READY AMERICA INC	278.17	278.17	0100041572 4301	MATERIALS AND SUPPLIES
U82P3664	READY AMERICA INC	547.24	547.24	0100041572 4301	MATERIALS AND SUPPLIES
U82P3665	GOLDEN WEST SECURITY SUPPLY CO	1,463.94	1,463.94	0181502328 4313	MAINTENANCE
U82P3666	SOUTHWEST SCHOOL & OFFICE SUPP	75.93	75.93	0190170012 4301	MATERIALS AND SUPPLIES
U82P3667	SILVER LINING TRAVEL	1,960.00	1,960.00	0190170038 5240	TRAINING & TRAVEL & CONFERENCE
U82P3668	AMAZON.COM CORPORATE CREDIT	10.85	10.85	0165000156 4301	MATERIALS AND SUPPLIES
U82P3669	SPYDER3D LLC	533.36	533.36	0167620142 4301	MATERIALS AND SUPPLIES
U82P3670	RADIO SERVICE INC	1,872.68	936.34	0100030583 4301	MATERIALS AND SUPPLIES
			936.34	0100030615 4301	MATERIALS AND SUPPLIES
U82P3671	AMAZON.COM CORPORATE CREDIT	1,261.46	1,261.46	0181502322 4313	MAINTENANCE
U82P3673	AMAZON.COM CORPORATE CREDIT	39.12	39.12	0100030271 4301	MATERIALS AND SUPPLIES
U82P3674	AMAZON.COM CORPORATE CREDIT	104.03	104.03	0100030268 4301	MATERIALS AND SUPPLIES
U82P3675	ENCORP	2,390.00	2,390.00	0126000147 6280	CONSTRUCTION TESTING
U82P3677	ATKINSON ANDEL LOYA RUUD & ROM	299.00	299.00	0156400387 5807	LEGAL FEES
U82P3678	LA HABRA CHILDREN'S MUSEUM	640.00	640.00	0167620056 5816	FIELD TRIPS / ADMISSION
U82P3679	US GAMES	22.83	22.83	0190170114 4301	MATERIALS AND SUPPLIES
U82P3681	SCHOOL HEALTH CORP	160.20	160.20	0100040675 4301	MATERIALS AND SUPPLIES
U82P3683	SILVER LINING TRAVEL	480.00	240.00	0100041562 5240	TRAINING & TRAVEL & CONFERENCE
			120.00	0100041573 5240	TRAINING & TRAVEL & CONFERENCE
			120.00	0156300028 5240	TRAINING & TRAVEL & CONFERENCE
U82P3685	DIGITAL ELECTRIC INC.	8,550.00	8,550.00	0181502401 5690	CONTRACTS-OTHER SERVICES
U82P3686	SOUTHERN CALIFORNIA NEWS GROUP	3,572.96	1,786.48	0167620143 5806	ADVERTISEMENT EXPENSE
			1,786.48	0167620145 5806	ADVERTISEMENT EXPENSE
U82P3687	AMAZON.COM CORPORATE CREDIT	461.99	461.99	0100030067 4210	BOOKS & REFERENCE MATERIALS

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U82P3688	U.S. BANK	8,758.72	8,758.72	0135500030 5240	TRAINING & TRAVEL & CONFERENCE
U82P3689	U.S. BANK	1,091.50	1,091.50	0167700027 5240	TRAINING & TRAVEL & CONFERENCE
U82P3691	CENGAGE LEARNING	50.00	50.00	0100030119 5815	INTERNET RESOURCE
U82P3692	AMAZON.COM CORPORATE CREDIT	217.49	217.49	0100080086 4343	COMP HRDWARE UNDER \$500
U82P3693	APPLE COMPUTER INC	5.97	5.97	0133150011 4342	COMP SOFTWARE UNDER \$500
U82P3694	CAROLINA BIOLOGICAL SUPPLY CO	122.73	122.73	0190170037 4301	MATERIALS AND SUPPLIES
U82P3695	AMAZON.COM CORPORATE CREDIT	173.98	173.98	0107200007 4317	OTHER TRANSPORTATION
U82P3696	AMAZON.COM CORPORATE CREDIT	117.65	117.65	0100030214 4210	BOOKS & REFERENCE MATERIALS
U82P3698	AMAZON.COM CORPORATE CREDIT	8.64	8.64	0167620020 4301	MATERIALS AND SUPPLIES
U82P3699	AMAZON.COM CORPORATE CREDIT	225.10	225.10	0100031029 4301	MATERIALS AND SUPPLIES
U82P3700	AARDVARK CLAY & SUPPLIES INC	1,429.03	1,429.03	0100030052 4301	MATERIALS AND SUPPLIES
U82P3701	U.S. BANK	593.28	593.28	0100041562 5240	TRAINING & TRAVEL & CONFERENCE
U82P3702	U.S. BANK	996.84	996.84	0163870079 5240	TRAINING & TRAVEL & CONFERENCE
U82P3703	MEDIEVAL TIMES	2,700.60	2,700.60	0190170309 5816	FIELD TRIPS / ADMISSION
U82P3704	AMAZON.COM CORPORATE CREDIT	87.54	87.54	0100030277 4301	MATERIALS AND SUPPLIES
U82P3705	SO CAL GRAD	6,388.53	6,388.53	0174350090 4301	MATERIALS AND SUPPLIES
U82P3708	DIVISION OF THE STATE ARCHITEC	6,588.12	6,588.12	0191500031 6220	DSA FEES
U82P3709	SUPPLYMASTER INC	473.98	473.98	0100030879 4308	OFFICE SUPPLIES
U82P3710	LECTORUM PUBLICATIONS INC	219.33	219.33	0100041581 4301	MATERIALS AND SUPPLIES
U82P3711	LECTORUM PUBLICATIONS INC	205.04	205.04	0100041581 4301	MATERIALS AND SUPPLIES
U82P3712	THE ALGEBROS LLC	84.44	84.44	0100030049 4210	BOOKS & REFERENCE MATERIALS
U82P3713	STEVE WEISS MUSIC INC	435.16	435.16	0167620119 4301	MATERIALS AND SUPPLIES
U82P3714	SOUTHWEST STRINGS	44.37	44.37	0167620119 4301	MATERIALS AND SUPPLIES
U82P3715	KNOTT'S BERRY FARM	5,220.00	5,220.00	0190170040 5816	FIELD TRIPS / ADMISSION
U82P3716	GOPHER SPORT	162.36	162.36	0100030155 4301	MATERIALS AND SUPPLIES
U82P3717	SCN WORLDWIDE LLC	582.51	582.51	0100030049 4301	MATERIALS AND SUPPLIES
U82P3718	AMAZON.COM CORPORATE CREDIT	164.73	164.73	0100030095 4301	MATERIALS AND SUPPLIES
U82P3719	AMAZON.COM CORPORATE CREDIT	6,092.01	6,092.01	0167620119 4301	MATERIALS AND SUPPLIES
U82P3720	AMAZON.COM CORPORATE CREDIT	269.04	269.04	0167620119 4301	MATERIALS AND SUPPLIES
U82P3721	AMAZON.COM CORPORATE CREDIT	129.34	129.34	0100030088 4301	MATERIALS AND SUPPLIES
U82P3722	AMAZON.COM CORPORATE CREDIT	139.16	139.16	0100030215 4301	MATERIALS AND SUPPLIES
U82P3723	AMAZON.COM CORPORATE CREDIT	431.69	431.69	0100030049 4301	MATERIALS AND SUPPLIES
U82P3724	FLINN SCIENTIFIC INC	343.30	343.30	0163000124 4301	MATERIALS AND SUPPLIES
U82P3725	AMAZON.COM CORPORATE CREDIT	298.85	298.85	0165000163 4301	MATERIALS AND SUPPLIES
U82P3726	LIFE TECHNOLOGIES CORPORATION	533.17	474.17	0100030049 4301	MATERIALS AND SUPPLIES
			59.00	0100030063 4301	MATERIALS AND SUPPLIES
U82P3727	AMAZON.COM CORPORATE CREDIT	30.44	30.44	0190170095 4301	MATERIALS AND SUPPLIES
U82P3728	AMAZON.COM CORPORATE CREDIT	51.88	51.88	0165000156 4301	MATERIALS AND SUPPLIES

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U82P3729	AMAZON.COM CORPORATE CREDIT	67.27	67.27	0165000141 4301	MATERIALS AND SUPPLIES
U82P3730	AMAZON.COM CORPORATE CREDIT	110.25	110.25	0190170079 4301	MATERIALS AND SUPPLIES
U82P3731	AMAZON.COM CORPORATE CREDIT	65.99	65.99	0100040582 4343	COMP HRDWARE UNDER \$500
U82P3732	AMAZON.COM CORPORATE CREDIT	97.59	97.59	0100030268 4301	MATERIALS AND SUPPLIES
U82P3733	THYSSENKRUPP ELEVATOR CORP	6,243.25	6,243.25	0181500303 5690	CONTRACTS-OTHER SERVICES
U82P3734	AMAZON.COM CORPORATE CREDIT	238.72	238.72	0190170037 4301	MATERIALS AND SUPPLIES
U82P3735	AMAZON.COM CORPORATE CREDIT	266.44	266.44	0190170079 4301	MATERIALS AND SUPPLIES
U82P3736	AMAZON.COM CORPORATE CREDIT	186.50	186.50	0126000007 4301	MATERIALS AND SUPPLIES
U82P3737	AMAZON.COM CORPORATE CREDIT	254.37	254.37	0167620052 4301	MATERIALS AND SUPPLIES
U82P3738	AMAZON.COM CORPORATE CREDIT	1,646.69	1,646.69	0100040582 4343	COMP HRDWARE UNDER \$500
U82P3739	AMAZON.COM CORPORATE CREDIT	967.01	967.01	0100030105 4301	MATERIALS AND SUPPLIES
U82P3740	AMAZON.COM CORPORATE CREDIT	392.73	392.73	0100030052 4301	MATERIALS AND SUPPLIES
U82P3741	AMAZON.COM CORPORATE CREDIT	44.78	44.78	0100040582 4343	COMP HRDWARE UNDER \$500
U82P3742	AMAZON.COM CORPORATE CREDIT	753.10	753.10	0100030105 4301	MATERIALS AND SUPPLIES
U82P3743	AMAZON.COM CORPORATE CREDIT	417.82	417.82	0100030235 4301	MATERIALS AND SUPPLIES
U82P3744	AMAZON.COM CORPORATE CREDIT	678.17	678.17	0130100046 4301	MATERIALS AND SUPPLIES
U82P3745	AMAZON.COM CORPORATE CREDIT	216.41	216.41	0100030111 4343	COMP HRDWARE UNDER \$500
U82P3746	AMAZON.COM CORPORATE CREDIT	183.79	183.79	0100030271 4343	COMP HRDWARE UNDER \$500
U82P3747	AMAZON.COM CORPORATE CREDIT	974.07	692.41	0167620051 4301	MATERIALS AND SUPPLIES
			281.66	0167620051 4343	COMP HRDWARE UNDER \$500
U82P3748	AMAZON.COM CORPORATE CREDIT	15.20	15.20	0100030138 4301	MATERIALS AND SUPPLIES
U82P3749	AMAZON.COM CORPORATE CREDIT	72.74	72.74	0100030646 4308	OFFICE SUPPLIES
U82P3750	AMAZON.COM CORPORATE CREDIT	173.83	173.83	0100030226 4301	MATERIALS AND SUPPLIES
U82P3751	AMAZON.COM CORPORATE CREDIT	176.68	176.68	0100031120 4301	MATERIALS AND SUPPLIES
U82P3752	AMAZON.COM CORPORATE CREDIT	142.66	142.66	0100030155 4301	MATERIALS AND SUPPLIES
U82P3753	AMAZON.COM CORPORATE CREDIT	24.74	24.74	0100030097 4301	MATERIALS AND SUPPLIES
U82P3754	JUICED UP ATHLETICS	2,668.97	2,668.97	0190150023 4301	MATERIALS AND SUPPLIES
U82P3755	AMAZON.COM CORPORATE CREDIT	140.07	140.07	0100030172 4301	MATERIALS AND SUPPLIES
U82P3756	AMAZON.COM CORPORATE CREDIT	364.35	364.35	0165000163 4301	MATERIALS AND SUPPLIES
U82P3757	AMAZON.COM CORPORATE CREDIT	19.56	19.56	0100030082 4301	MATERIALS AND SUPPLIES
U82P3758	AMAZON.COM CORPORATE CREDIT	344.10	344.10	0165000159 4301	MATERIALS AND SUPPLIES
U82P3759	AMAZON.COM CORPORATE CREDIT	315.22	315.22	0165000156 4301	MATERIALS AND SUPPLIES
U82P3760	AMAZON.COM CORPORATE CREDIT	115.88	115.88	0165000162 4308	OFFICE SUPPLIES
U82P3761	AMAZON.COM CORPORATE CREDIT	346.30	346.30	0165000141 4301	MATERIALS AND SUPPLIES
U82P3762	AMAZON.COM CORPORATE CREDIT	251.47	251.47	0165000141 4301	MATERIALS AND SUPPLIES
U82P3763	AMAZON.COM CORPORATE CREDIT	278.91	278.91	0165000163 4301	MATERIALS AND SUPPLIES
U82P3764	AMAZON.COM CORPORATE CREDIT	317.57	317.57	0165000159 4301	MATERIALS AND SUPPLIES
U82P3765	AMAZON.COM CORPORATE CREDIT	50.49	50.49	0165000163 4301	MATERIALS AND SUPPLIES

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U82P3766	TANAKA FARMS	978.00	978.00	0190170104 5816	FIELD TRIPS / ADMISSION
U82P3767	CAROLINA BIOLOGICAL SUPPLY CO	44.48	44.48	0100030034 4301	MATERIALS AND SUPPLIES
U82P3768	B & C BURGERS	2,827.50	2,827.50	0100041573 4338	FOOD SUPPLIES
U82P3769	SOUTHWEST SCHOOL & OFFICE SUPP	3,110.22	2,474.80	0167620063 4301	MATERIALS AND SUPPLIES
			635.42	0167620063 4410	EQUIP NO DEP \$500-\$4999
U82P3770	FLINN SCIENTIFIC INC	532.48	532.48	0100050001 4301	MATERIALS AND SUPPLIES
U82P3771	FISHER SCIENTIFIC LLC	147.63	147.63	0100030034 4301	MATERIALS AND SUPPLIES
U82P3772	SILVER LINING TRAVEL	120.00	120.00	0107230005 5240	TRAINING & TRAVEL & CONFERENCE
U82P3773	PITSCO EDUCATION LLC	495.51	495.51	0190170069 4301	MATERIALS AND SUPPLIES
U82P3774	AARDVARK CLAY & SUPPLIES INC	1,959.42	1,959.42	0167700017 4301	MATERIALS AND SUPPLIES
U82P3775	DEMCO INC	45.33	45.33	0100030097 4301	MATERIALS AND SUPPLIES
U82P3776	AMAZON.COM CORPORATE CREDIT	596.86	168.42	0190170012 4301	MATERIALS AND SUPPLIES
			428.44	0190170012 4343	COMP HRDWARE UNDER \$500
U82P3778	AMAZON.COM CORPORATE CREDIT	30.22	30.22	0100030019 4301	MATERIALS AND SUPPLIES
U82P3779	AMAZON.COM CORPORATE CREDIT	172.81	172.81	0126000043 4301	MATERIALS AND SUPPLIES
U82P3780	AMAZON.COM CORPORATE CREDIT	589.98	589.98	0100030063 4301	MATERIALS AND SUPPLIES
U82P3781	AMAZON.COM CORPORATE CREDIT	54.97	54.97	0190170244 4301	MATERIALS AND SUPPLIES
U82P3782	AMAZON.COM CORPORATE CREDIT	74.32	74.32	0100030196 4301	MATERIALS AND SUPPLIES
U82P3784	AMAZON.COM CORPORATE CREDIT	371.30	371.30	0165000163 4301	MATERIALS AND SUPPLIES
U82P3785	AMAZON.COM CORPORATE CREDIT	447.26	447.26	0165000163 4301	MATERIALS AND SUPPLIES
U82P3786	AMAZON.COM CORPORATE CREDIT	188.67	188.67	0165000156 4301	MATERIALS AND SUPPLIES
U82P3787	AMAZON.COM CORPORATE CREDIT	157.77	157.77	0190170320 4301	MATERIALS AND SUPPLIES
U82P3788	AMAZON.COM CORPORATE CREDIT	345.13	345.13	0165000163 4301	MATERIALS AND SUPPLIES
U82P3789	AMAZON.COM CORPORATE CREDIT	86.99	86.99	0100030196 4301	MATERIALS AND SUPPLIES
U82P3790	SOUTHWEST SCHOOL & OFFICE SUPP	471.02	471.02	0100030049 4301	MATERIALS AND SUPPLIES
U82P3791	AMAZON.COM CORPORATE CREDIT	53.27	53.27	0165000009 4308	OFFICE SUPPLIES
U82P3792	U.S. BANK	679.69	679.69	0100030082 5240	TRAINING & TRAVEL & CONFERENCE
U82P3793	EMBI TEC	100.49	100.49	0100030094 4301	MATERIALS AND SUPPLIES
U82P3794	ORANGE COUNTY DEPT OF ED	40.00	40.00	0133150011 5240	TRAINING & TRAVEL & CONFERENCE
U82P3795	ENABLING DEVICES/ TOYS FOR SPE	351.85	351.85	0165000074 4301	MATERIALS AND SUPPLIES
U82P3796	CALIFORNIA DEPARTMENT OF	4,500.00	4,500.00	0107230005 5240	TRAINING & TRAVEL & CONFERENCE
U82P3797	AMAZON.COM CORPORATE CREDIT	5.37	5.37	0100030011 4308	OFFICE SUPPLIES
U82P3798	KUTA SOFTWARE	552.00	552.00	0100030019 5815	INTERNET RESOURCE
U82P3799	INTL BACCALAUREATE NORTH AMER	9,500.00	9,500.00	0167620107 5815	INTERNET RESOURCE
U82P3800	AMAZON.COM CORPORATE CREDIT	7,715.00	7,715.00	0100040582 4343	COMP HRDWARE UNDER \$500
U82P3801	LIFTGATE SERVICES LLC	1,683.42	1,683.42	0100040788 5690	CONTRACTS-OTHER SERVICES
U82P3802	TRANSPORTATION CHARTER SERVICE	1,771.50	1,771.50	0107230005 5816	FIELD TRIPS / ADMISSION
U82P3803	EL CAMINO REAL ASB	37.05	37.05	0100000076 8699	ALL OTHER LOCAL REVENUE

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U82P3804	VALENCIA HIGH SCHOOL ASB	1,237.94	1,237.94	0100000076 8699	ALL OTHER LOCAL REVENUE
U82P3805	EL DORADO HIGH SCHOOL ASB	945.71	945.71	0100000076 8699	ALL OTHER LOCAL REVENUE
U82P3806	ESPERANZA HIGH SCHOOL ASB	402.69	402.69	0100000076 8699	ALL OTHER LOCAL REVENUE
U82P3807	LEON, VICTOR AEDEN	500.00	500.00	0100041573 5810	PROFESSIONAL/CONSULTING SRV.
U82P3808	MATBOSS LLC	599.00	599.00	0167620014 5815	INTERNET RESOURCE
U82P3809	ULINE INC	155.52	155.52	0100030045 4301	MATERIALS AND SUPPLIES
U82P3810	SCHOOLOUTLET.COM	234.73	234.73	0165000074 4301	MATERIALS AND SUPPLIES
U82P3811	THINK SOCIAL PUBLISHING INC	93.64	93.64	0165000156 4301	MATERIALS AND SUPPLIES
U82P3812	AMAZON.COM CORPORATE CREDIT	163.07	163.07	0100031108 4301	MATERIALS AND SUPPLIES
U82P3813	AMAZON.COM CORPORATE CREDIT	157.68	157.68	0100030277 4301	MATERIALS AND SUPPLIES
U82P3814	AMAZON.COM CORPORATE CREDIT	1,447.33	135.81	0167700005 4301	MATERIALS AND SUPPLIES
			1,311.52	0167700005 4343	COMP HRDWARE UNDER \$500
U82P3815	AMAZON.COM CORPORATE CREDIT	789.32	789.32	0156400400 4301	MATERIALS AND SUPPLIES
U82P3816	AMAZON.COM CORPORATE CREDIT	143.54	143.54	0100030271 4301	MATERIALS AND SUPPLIES
U82P3817	AMAZON.COM CORPORATE CREDIT	213.51	213.51	0165000141 4301	MATERIALS AND SUPPLIES
U82P3818	AMAZON.COM CORPORATE CREDIT	343.31	343.31	0165000159 4301	MATERIALS AND SUPPLIES
U82P3819	AMAZON.COM CORPORATE CREDIT	394.68	394.68	0165000159 4301	MATERIALS AND SUPPLIES
U82P3820	DICK BLICK ART MATERIALS	2,192.29	2,192.29	0163870079 4301	MATERIALS AND SUPPLIES
U82P3821	AMAZON.COM CORPORATE CREDIT	41.93	41.93	0100030049 4301	MATERIALS AND SUPPLIES
U82P3822	GLASBY MAINTENANCE SUPPLY	4,067.23	4,067.23	0100040369 4313	MAINTENANCE
U82P3823	GOPHER SPORT	499.97	499.97	0156400400 4301	MATERIALS AND SUPPLIES
U82P3824	AMAZON.COM CORPORATE CREDIT	119.94	119.94	0167700005 4301	MATERIALS AND SUPPLIES
U82P3825	AMAZON.COM CORPORATE CREDIT	17.45	17.45	0100041573 4301	MATERIALS AND SUPPLIES
U82P3826	AMAZON.COM CORPORATE CREDIT	33.70	33.70	0100041573 4301	MATERIALS AND SUPPLIES
U82P3827	AMAZON.COM CORPORATE CREDIT	191.16	191.16	0100030291 4301	MATERIALS AND SUPPLIES
U82P3828	AMAZON.COM CORPORATE CREDIT	719.64	719.64	0167620051 4301	MATERIALS AND SUPPLIES
U82P3829	AMAZON.COM CORPORATE CREDIT	542.06	542.06	0167620051 4301	MATERIALS AND SUPPLIES
U82P3830	FISHER SCIENTIFIC LLC	1,762.58	1,762.58	0100050001 4301	MATERIALS AND SUPPLIES
U82P3831	AMAZON.COM CORPORATE CREDIT	464.96	464.96	0167700017 4301	MATERIALS AND SUPPLIES
U82P3832	AMAZON.COM CORPORATE CREDIT	86.28	64.60	0165000156 4301	MATERIALS AND SUPPLIES
			21.68	0165000162 4301	MATERIALS AND SUPPLIES
U82P3833	AMAZON.COM CORPORATE CREDIT	115.51	115.51	0100030268 4301	MATERIALS AND SUPPLIES
U82P3834	AMAZON.COM CORPORATE CREDIT	424.46	424.46	0165000141 4301	MATERIALS AND SUPPLIES
U82P3835	AMAZON.COM CORPORATE CREDIT	231.08	231.08	0100030196 4301	MATERIALS AND SUPPLIES
U82P3836	AMAZON.COM CORPORATE CREDIT	225.12	225.12	0126000024 4301	MATERIALS AND SUPPLIES
U82P3837	AMAZON.COM CORPORATE CREDIT	81.89	81.89	0190170037 4301	MATERIALS AND SUPPLIES
U82P3838	AMAZON.COM CORPORATE CREDIT	209.90	209.90	0100030266 4301	MATERIALS AND SUPPLIES
U82P3840	AMAZON.COM CORPORATE CREDIT	151.15	151.15	0107200004 4317	OTHER TRANSPORTATION

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U82P3841	AMAZON.COM CORPORATE CREDIT	266.19	266.19	0163000121 4301	MATERIALS AND SUPPLIES
U82P3842	AMAZON.COM CORPORATE CREDIT	96.97	96.97	0100030235 4301	MATERIALS AND SUPPLIES
U82P3843	AMAZON.COM CORPORATE CREDIT	349.55	349.55	0100030086 4301	MATERIALS AND SUPPLIES
U82P3844	AMAZON.COM CORPORATE CREDIT	4,474.37	4,474.37	0167700025 4301	MATERIALS AND SUPPLIES
U82P3845	SUPPLYMASTER INC	466.91	466.91	0100030322 4343	COMP HRDWARE UNDER \$500
U82P3846	INDOFF INC	915.24	915.24	0100040053 4308	OFFICE SUPPLIES
U82P3847	OMAX	356.98	356.98	0163870079 5660	CONTRACTS-REPAIRS MAINT.
U82P3848	TRANSPORTATION CHARTER SERVICE	1,356.11	1,356.11	0107230005 5816	FIELD TRIPS / ADMISSION
U82P3849	STUDENT TRANSPORTATION OF AMER	2,050.00	2,050.00	0107230005 5816	FIELD TRIPS / ADMISSION
U82P3850	STUDENT TRANSPORTATION OF AMER	1,551.50	1,551.50	0107230005 5816	FIELD TRIPS / ADMISSION
U82P3851	WATER AND WIFI LLC	731.07	731.07	0181500559 4313	MAINTENANCE
U82P3853	HAL LEONARD CORP	2,011.06	2,011.06	0167700017 4301	MATERIALS AND SUPPLIES
U82P3854	TEACHERS PAY TEACHERS	125.85	125.85	0165000156 4301	MATERIALS AND SUPPLIES
U82P3855	SPYDER3D LLC	538.31	538.31	0167700014 4301	MATERIALS AND SUPPLIES
U82P3856	LAKESHORE LEARNING MATERIALS	685.00	685.00	0167620051 4301	MATERIALS AND SUPPLIES
U82P3857	ULINE INC	565.59	565.59	0167620119 4301	MATERIALS AND SUPPLIES
U82P3858	LECTORUM PUBLICATIONS INC	180.60	180.60	0100041581 4301	MATERIALS AND SUPPLIES
U82P3859	PERMA BOUND	857.80	857.80	0100030138 4210	BOOKS & REFERENCE MATERIALS
U82P3860	DEMCO INC	316.23	316.23	0100030157 4301	MATERIALS AND SUPPLIES
U82P3861	APPLE COMPUTER INC	611.78	249.99	0165000156 4342	COMP SOFTWARE UNDER \$500
			361.79	0165000156 4343	COMP HRDWARE UNDER \$500
U82P3862	APPLE COMPUTER INC	299.99	299.99	0165000156 4342	COMP SOFTWARE UNDER \$500
U82P3863	APPLE COMPUTER INC	411.78	49.99	0165000156 4342	COMP SOFTWARE UNDER \$500
			361.79	0165000156 4343	COMP HRDWARE UNDER \$500
U82P3864	APPLE COMPUTER INC	611.78	249.99	0165000156 4342	COMP SOFTWARE UNDER \$500
			361.79	0165000156 4343	COMP HRDWARE UNDER \$500
U82P3865	APPLE COMPUTER INC	361.79	361.79	0165000156 4343	COMP HRDWARE UNDER \$500
U82P3866	APPLE COMPUTER INC	661.78	299.99	0165000156 4342	COMP SOFTWARE UNDER \$500
			361.79	0165000156 4343	COMP HRDWARE UNDER \$500
U82P3867	APPLE COMPUTER INC	611.78	249.99	0165000156 4342	COMP SOFTWARE UNDER \$500
			361.79	0165000156 4343	COMP HRDWARE UNDER \$500
U82P3868	WAYSIDE PUBLISHING	177.83	177.83	0100030138 4210	BOOKS & REFERENCE MATERIALS
U82P3869	APPLE COMPUTER INC	611.78	249.99	0165000162 4342	COMP SOFTWARE UNDER \$500
			361.79	0165000162 4343	COMP HRDWARE UNDER \$500
U82P3870	DISCOVERY CUBE ORANGE COUNTY	1,040.00	1,040.00	0190170092 5816	FIELD TRIPS / ADMISSION
U82P3871	ACCESSIBYTE LLC	95.00	95.00	0165000074 5815	INTERNET RESOURCE
U82P3872	TPRS BOOKS	54.94	54.94	0100030138 4210	BOOKS & REFERENCE MATERIALS
U82P3873	SOUTHWEST STRINGS	401.67	401.67	0167620119 4301	MATERIALS AND SUPPLIES

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U82P3874	SONOVA USA INC	7,395.00	7,395.00	0165000074 5690	CONTRACTS-OTHER SERVICES
U82P3875	SOUTHWEST SCHOOL & OFFICE SUPP	8,118.19	8,118.19	0181502713 4313	MAINTENANCE
U82P3877	TROPHIES PLUS INC	20.00	20.00	0100030019 4301	MATERIALS AND SUPPLIES
U82P3878	CONJUGUEMOS	60.00	60.00	0100030085 5815	INTERNET RESOURCE
U82P3879	THE COOKIE ELEMENT	666.63	666.63	0100040818 4338	FOOD SUPPLIES
U82P3880	APPLE COMPUTER INC	411.78	49.99	0165000156 4342	COMP SOFTWARE UNDER \$500
			361.79	0165000156 4343	COMP HRDWARE UNDER \$500
U82P3881	AMAZON.COM CORPORATE CREDIT	250.05	250.05	0167620021 4301	MATERIALS AND SUPPLIES
U82P3882	AMAZON.COM CORPORATE CREDIT	239.15	239.15	0165000162 4301	MATERIALS AND SUPPLIES
U82P3883	CAROLINA BIOLOGICAL SUPPLY CO	1,786.06	1,786.06	0163000125 4301	MATERIALS AND SUPPLIES
U82P3884	SHAR PRODUCTS	1,167.46	1,167.46	0167620132 4301	MATERIALS AND SUPPLIES
U82P3885	SOUTHWEST STRINGS	947.37	947.37	0167620119 4301	MATERIALS AND SUPPLIES
U82P3886	MUSIC & ARTS CENTER	828.39	828.39	0167620119 4301	MATERIALS AND SUPPLIES
U82P3887	ASCD	314.29	314.29	0165000022 5310	DUES & MEMBERSHIPS
U82P3888	AMAZON.COM CORPORATE CREDIT	13.03	13.03	0100030088 4301	MATERIALS AND SUPPLIES
U82P3889	AMAZON.COM CORPORATE CREDIT	77.95	77.95	0100040620 4308	OFFICE SUPPLIES
U82P3890	AMAZON.COM CORPORATE CREDIT	275.57	275.57	0165000163 4301	MATERIALS AND SUPPLIES
U82P3891	AMAZON.COM CORPORATE CREDIT	370.42	370.42	0165000159 4301	MATERIALS AND SUPPLIES
U82P3892	AMAZON.COM CORPORATE CREDIT	228.92	228.92	0165000141 4301	MATERIALS AND SUPPLIES
U82P3893	AMAZON.COM CORPORATE CREDIT	168.63	168.63	0165000156 4301	MATERIALS AND SUPPLIES
U82P3894	AMAZON.COM CORPORATE CREDIT	258.12	258.12	0165000141 4301	MATERIALS AND SUPPLIES
U82P3895	AMAZON.COM CORPORATE CREDIT	323.03	323.03	0165000141 4301	MATERIALS AND SUPPLIES
U82P3896	AMAZON.COM CORPORATE CREDIT	332.32	332.32	0165000074 4411	COMP HARDWRE NO DEP \$500-\$4999
U82P3897	AMAZON.COM CORPORATE CREDIT	135.46	135.46	0100030196 4301	MATERIALS AND SUPPLIES
U82P3898	AMAZON.COM CORPORATE CREDIT	1,548.36	1,548.36	0167620020 4301	MATERIALS AND SUPPLIES
U82P3899	ALONTI CAFE & CATERING	337.08	337.08	0174350046 4338	FOOD SUPPLIES
U82P3900	AMAZON.COM CORPORATE CREDIT	224.77	107.87	0100030138 4210	BOOKS & REFERENCE MATERIALS
			116.90	0100030138 4301	MATERIALS AND SUPPLIES
U82P3901	AMAZON.COM CORPORATE CREDIT	215.80	215.80	0165000156 4301	MATERIALS AND SUPPLIES
U82P3902	AMAZON.COM CORPORATE CREDIT	354.46	354.46	0107910935 4210	BOOKS & REFERENCE MATERIALS
U82P3903	NATIONAL PEN	225.11	225.11	0107910918 4301	MATERIALS AND SUPPLIES
U82P3904	AMAZON.COM CORPORATE CREDIT	76.36	76.36	0167620020 4301	MATERIALS AND SUPPLIES
U82P3905	AMAZON.COM CORPORATE CREDIT	581.50	581.50	0165000162 4308	OFFICE SUPPLIES
U82P3906	AMAZON.COM CORPORATE CREDIT	68.93	68.93	0165000163 4301	MATERIALS AND SUPPLIES
U82P3907	AMAZON.COM CORPORATE CREDIT	292.57	292.57	0126000007 4301	MATERIALS AND SUPPLIES
U82P3908	AMAZON.COM CORPORATE CREDIT	118.31	118.31	0165000156 4301	MATERIALS AND SUPPLIES
U82P3909	AMAZON.COM CORPORATE CREDIT	310.17	310.17	0165000141 4301	MATERIALS AND SUPPLIES
U82P3910	AMAZON.COM CORPORATE CREDIT	47.85	47.85	0165000074 4301	MATERIALS AND SUPPLIES

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U82P3911	AMAZON.COM CORPORATE CREDIT	78.48	78.48	0165000162 4301	MATERIALS AND SUPPLIES
U82P3913	CUSTOM DESIGN SCREEN PRINTING	3,170.21	3,170.21	0167700012 4301	MATERIALS AND SUPPLIES
U82P3914	AMAZON.COM CORPORATE CREDIT	2,650.35	2,650.35	0167620119 4301	MATERIALS AND SUPPLIES
U82P3915	ENABLING DEVICES/ TOYS FOR SPE	1,243.87	1,243.87	0165000162 4308	OFFICE SUPPLIES
U82P3916	AMAZON.COM CORPORATE CREDIT	699.59	699.59	0107910017 4301	MATERIALS AND SUPPLIES
U82P3917	CREATE A PARTY RENTALS	1,203.00	1,203.00	0181502732 5640	RENTAL
U82P3918	AMAZON.COM CORPORATE CREDIT	484.53	484.53	0107910202 4210	BOOKS & REFERENCE MATERIALS
U82P3919	AMAZON.COM CORPORATE CREDIT	77.60	77.60	0107910906 4301	MATERIALS AND SUPPLIES
U82P3920	AMAZON.COM CORPORATE CREDIT	4,324.44	4,226.76	0167620119 4301	MATERIALS AND SUPPLIES
			97.68	0167620128 4301	MATERIALS AND SUPPLIES
U82P3921	TYPING.COM LLC	95.90	95.90	0165000156 5815	INTERNET RESOURCE
U82P3922	MIRACLE RECREATION EQUIP CO	2,894.48	2,894.48	0181501513 4410	EQUIP NO DEP \$500-\$4999
U82P3923	BIG TOP RENTALS	2,547.59	2,547.59	0181502801 5640	RENTAL
U82P3924	AMAZON.COM CORPORATE CREDIT	3,376.69	3,344.13	0167620119 4301	MATERIALS AND SUPPLIES
			32.56	0167620128 4301	MATERIALS AND SUPPLIES
U82P3925	CAROLINA BIOLOGICAL SUPPLY CO	109.41	109.41	0163000125 4301	MATERIALS AND SUPPLIES
U82P3926	AMAZON.COM CORPORATE CREDIT	753.05	753.05	0167700010 4301	MATERIALS AND SUPPLIES
U82P3927	CAROLINA BIOLOGICAL SUPPLY CO	1,726.52	1,726.52	0163000125 4301	MATERIALS AND SUPPLIES
U82P3928	CAROLINA BIOLOGICAL SUPPLY CO	2,674.93	2,674.93	0163000124 4301	MATERIALS AND SUPPLIES
U82P3929	CAROLINA BIOLOGICAL SUPPLY CO	59.54	59.54	0163000125 4301	MATERIALS AND SUPPLIES
U82P3930	AUGUSTIN EGELSEE LLP	16,000.00	16,000.00	0165000162 5812	TRANSPORTATION/REIMBURSEMENT
U82P3931	CHONG XIA AND LILI CHENG	4,655.00	4,655.00	0165000162 5817	LEGAL FEES SETTLEMENT AGMT
U82P3932	VANAMAN GERMAN LLP	8,000.00	8,000.00	0165000162 5817	LEGAL FEES SETTLEMENT AGMT
U82P3933	BENCHMARK EDUCATION CO	5,820.30	5,820.30	0163000117 4301	MATERIALS AND SUPPLIES
U82P3934	BSN SPORTS LLC	985.04	985.04	0100030070 4301	MATERIALS AND SUPPLIES
U82P3935	TWIG EDUCATION INC.	4,404.39	4,404.39	0163000121 4301	MATERIALS AND SUPPLIES
U82P3936	MEDIEVAL TIMES	8,101.90	8,101.90	0190170309 5816	FIELD TRIPS / ADMISSION
U82P3937	AMAZON.COM CORPORATE CREDIT	1,031.21	1,031.21	0167620119 4301	MATERIALS AND SUPPLIES
U82P3938	AMAZON.COM CORPORATE CREDIT	592.47	592.47	0167620119 4301	MATERIALS AND SUPPLIES
U82P3939	AMAZON.COM CORPORATE CREDIT	743.25	743.25	0100030150 4301	MATERIALS AND SUPPLIES
U82P3940	DISNEYLAND RESORT	7,878.94	7,878.94	0163870079 5816	FIELD TRIPS / ADMISSION
U82P3941	GARLAND/DBS INC.	55,374.91	27,687.46	0126000125 6270	MAIN BUILDING CONTRACTOR
U82P3942	AMAZON.COM CORPORATE CREDIT	165.18	165.18	0167620119 4301	MATERIALS AND SUPPLIES
U82P3943	AMAZON.COM CORPORATE CREDIT	177.91	177.91	0100030176 4301	MATERIALS AND SUPPLIES
U82P3944	AMAZON.COM CORPORATE CREDIT	340.66	340.66	0107910939 4301	MATERIALS AND SUPPLIES
U82P3945	AMAZON.COM CORPORATE CREDIT	17.08	17.08	0100030255 4301	MATERIALS AND SUPPLIES
U82P3946	AMAZON.COM CORPORATE CREDIT	933.60	933.60	0190170088 4301	MATERIALS AND SUPPLIES
U82P3947	AMAZON.COM CORPORATE CREDIT	409.35	409.35	0100030144 4301	MATERIALS AND SUPPLIES

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U82P3948	AMAZON.COM CORPORATE CREDIT	250.10	250.10	0165000163 4301	MATERIALS AND SUPPLIES
U82P3949	AMAZON.COM CORPORATE CREDIT	615.32	615.32	0107911022 4301	MATERIALS AND SUPPLIES
U82P3950	AMAZON.COM CORPORATE CREDIT	167.12	167.12	0165000163 4301	MATERIALS AND SUPPLIES
U82P3951	AMAZON.COM CORPORATE CREDIT	38.50	38.50	0100030325 4301	MATERIALS AND SUPPLIES
U82P3952	AMAZON.COM CORPORATE CREDIT	409.39	409.39	0100030049 4301	MATERIALS AND SUPPLIES
U82P3953	AMAZON.COM CORPORATE CREDIT	1,360.63	1,360.63	0130100044 4301	MATERIALS AND SUPPLIES
U82P3954	AMAZON.COM CORPORATE CREDIT	259.19	163.36	0100041568 4301	MATERIALS AND SUPPLIES
			95.83	0100041568 4338	FOOD SUPPLIES
U82P3955	AMAZON.COM CORPORATE CREDIT	88.99	88.99	0100040549 4301	MATERIALS AND SUPPLIES
U82P3956	AMAZON.COM CORPORATE CREDIT	911.47	9.93	0100030138 4210	BOOKS & REFERENCE MATERIALS
			901.54	0100031052 4301	MATERIALS AND SUPPLIES
U82P3957	GOLDEN STATE PAVING CO INC	9,000.00	9,000.00	0181502861 5690	CONTRACTS-OTHER SERVICES
U82P3958	AMAZON.COM CORPORATE CREDIT	2,009.97	2,009.97	0163000124 4301	MATERIALS AND SUPPLIES
U82P3959	AMAZON.COM CORPORATE CREDIT	150.84	150.84	0100030114 4301	MATERIALS AND SUPPLIES
U82P3960	AMAZON.COM CORPORATE CREDIT	627.22	501.63	0167620063 4301	MATERIALS AND SUPPLIES
			125.59	0190170104 4301	MATERIALS AND SUPPLIES
U82P3961	AMAZON.COM CORPORATE CREDIT	590.15	590.15	0167620057 4301	MATERIALS AND SUPPLIES
U82P3962	AMAZON.COM CORPORATE CREDIT	1,424.46	1,424.46	0107911234 4301	MATERIALS AND SUPPLIES
U82P3963	ALL AMERICAN TROPHY	570.94	570.94	0107911049 4301	MATERIALS AND SUPPLIES
U82P3964	AMAZON.COM CORPORATE CREDIT	1,420.78	1,420.78	0100040582 4343	COMP HRDWARE UNDER \$500
U82P3965	AMAZON.COM CORPORATE CREDIT	1,536.87	1,536.87	0100040529 4301	MATERIALS AND SUPPLIES
U82P3966	AMAZON.COM CORPORATE CREDIT	176.33	176.33	0100030094 4301	MATERIALS AND SUPPLIES
U82P3967	AMAZON.COM CORPORATE CREDIT	100.78	100.78	0100030291 4301	MATERIALS AND SUPPLIES
U82P3968	AMAZON.COM CORPORATE CREDIT	43.40	43.40	0100030095 4301	MATERIALS AND SUPPLIES
U82P3970	5-STAR STUDENTS	4,080.00	4,080.00	0130100024 5815	INTERNET RESOURCE
U82P3971	AMAZON.COM CORPORATE CREDIT	422.61	422.61	0190170094 4301	MATERIALS AND SUPPLIES
U82P3972	AMAZON.COM CORPORATE CREDIT	207.70	207.70	0100030114 4301	MATERIALS AND SUPPLIES
U82P3973	AMAZON.COM CORPORATE CREDIT	101.29	101.29	0100030114 4301	MATERIALS AND SUPPLIES
U82P3974	AMAZON.COM CORPORATE CREDIT	695.50	695.50	0100040620 4308	OFFICE SUPPLIES
U82P3975	AMAZON.COM CORPORATE CREDIT	163.00	163.00	0167700025 4301	MATERIALS AND SUPPLIES
U82P3976	HOME DEPOT	19.51	19.51	0100030114 4301	MATERIALS AND SUPPLIES
U82P3977	U.S. BANK	108.74	108.74	0100040582 4343	COMP HRDWARE UNDER \$500
U82P3978	AMAZON.COM CORPORATE CREDIT	230.60	230.60	0100030114 4301	MATERIALS AND SUPPLIES
U82P3979	AMAZON.COM CORPORATE CREDIT	408.77	408.77	0100030110 4301	MATERIALS AND SUPPLIES
U82P3980	AMAZON.COM CORPORATE CREDIT	243.90	243.90	0100030235 4301	MATERIALS AND SUPPLIES
U82P3981	BEARCOM	5,508.20	5,508.20	0107911240 4301	MATERIALS AND SUPPLIES
U82P3982	U S GAMES	159.21	159.21	0156400400 4301	MATERIALS AND SUPPLIES
U82P3983	ROCHESTER 100 INC	1,392.00	1,392.00	0167620057 4301	MATERIALS AND SUPPLIES

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U82P3984	AMERICAN SCHOOL COUNSELOR	509.00	509.00	0130100024 5240	TRAINING & TRAVEL & CONFERENCE
U82P3985	AMAZON.COM CORPORATE CREDIT	1,819.17	346.98	0107910906 4210	BOOKS & REFERENCE MATERIALS
			1,472.19	0107910906 4301	MATERIALS AND SUPPLIES
U82P3986	FRED J MILLER INC	111,958.13	111,958.13	0167620130 4341	BAND UNIFORMS
U82P3987	AMAZON.COM CORPORATE CREDIT	101.28	101.28	0190170079 4301	MATERIALS AND SUPPLIES
U82P3989	ORANGE COUNTY DEPT OF ED	427.20	427.20	0165000162 5807	LEGAL FEES
U82P3990	AMAZON.COM CORPORATE CREDIT	462.51	462.51	0100050001 4301	MATERIALS AND SUPPLIES
U82P3991	SUPPLYMASTER INC	440.83	440.83	0100030049 4301	MATERIALS AND SUPPLIES
U82P3992	SOUTHWEST SCHOOL & OFFICE SUPP	1,097.37	1,097.37	0167620057 4301	MATERIALS AND SUPPLIES
U82P3994	FAIRMONT ELEMENTARY SCHOOL PTA	16,291.00	16,291.00	0100080004 5808	USER GROUP PROCEEDS
U82P3995	BEARCOM	1,332.96	1,332.96	0100030636 4308	OFFICE SUPPLIES
U82P3996	MODEL 1 COMMERCIAL VEHICLES IN	13,154.74	13,154.74	0107200004 5660	CONTRACTS-REPAIRS MAINT.
U82P3997	AMAZON.COM CORPORATE CREDIT	704.69	704.69	0100030105 4343	COMP HRDWARE UNDER \$500
U82P3998	AMAZON.COM CORPORATE CREDIT	7,540.25	7,540.25	0126000083 4301	MATERIALS AND SUPPLIES
U82P4001	AMAZON.COM CORPORATE CREDIT	163.96	163.96	0167700007 4301	MATERIALS AND SUPPLIES
U82P4003	AMAZON.COM CORPORATE CREDIT	1,856.65	9.78	0100040582 4301	MATERIALS AND SUPPLIES
			1,846.87	0100040582 4343	COMP HRDWARE UNDER \$500
U82P4005	AMAZON.COM CORPORATE CREDIT	266.34	266.34	0167700007 4301	MATERIALS AND SUPPLIES
U82P4006	AMAZON.COM CORPORATE CREDIT	510.08	510.08	0167700007 4301	MATERIALS AND SUPPLIES
U82P4007	AMAZON.COM CORPORATE CREDIT	244.46	244.46	0167700007 4301	MATERIALS AND SUPPLIES
U82P4008	AMAZON.COM CORPORATE CREDIT	177.68	177.68	0167700007 4301	MATERIALS AND SUPPLIES
U82P4009	AVID CENTER	1,050.00	1,050.00	0100030286 5240	TRAINING & TRAVEL & CONFERENCE
U82P4010	AVID CENTER	1,050.00	1,050.00	0100030286 5240	TRAINING & TRAVEL & CONFERENCE
U82P4011	APPLE COMPUTER INC	611.78	249.99	0165000156 4342	COMP SOFTWARE UNDER \$500
			361.79	0165000156 4343	COMP HRDWARE UNDER \$500
U82P4012	SOUTHWEST SCHOOL & OFFICE SUPP	1,987.15	1,803.96	0126000083 4301	MATERIALS AND SUPPLIES
			183.19	0126000083 4308	OFFICE SUPPLIES
U82P4014	AMAZON.COM CORPORATE CREDIT	86.96	86.96	0181502322 4313	MAINTENANCE
U82P4015	AMAZON.COM CORPORATE CREDIT	56.42	56.42	0167620022 4301	MATERIALS AND SUPPLIES
U82P4016	AMAZON.COM CORPORATE CREDIT	17.55	17.55	0181502324 4313	MAINTENANCE
U82P4017	AMAZON.COM CORPORATE CREDIT	136.47	136.47	0167620114 4301	MATERIALS AND SUPPLIES
12V0398	GARNER HOLT EDUCATION THROUGH	5,807.73	5,807.73	0100030176 4410	EQUIP NO DEP \$500-\$4999
12V0400	CULVER-NEWLIN	3,879.11	3,879.11	0190170088 4410	EQUIP NO DEP \$500-\$4999
12V0401	SOUTHWEST STRINGS	3,364.18	804.10	0167620119 4301	MATERIALS AND SUPPLIES
			2,560.08	0167620119 4410	EQUIP NO DEP \$500-\$4999
12V0404	ORVAC ELECTRONICS	5,500.00	5,500.00	0181502340 4410	EQUIP NO DEP \$500-\$4999
12V0405	AMERICAN FLOOR MATS	924.64	924.64	0190170098 4410	EQUIP NO DEP \$500-\$4999
12V0407	MUSIC & ARTS CENTER	10,313.60	2,850.97	0167620128 4301	MATERIALS AND SUPPLIES

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U82V0407	*** CONTINUED ***				
			7,462.63	0167620128 4410	EQUIP NO DEP \$500-\$4999
U82V0408	DIRECT DOOR & HARDWARE INC	1,725.12	1,725.12	0181500744 4410	EQUIP NO DEP \$500-\$4999
U82V0409	DIRECT DOOR & HARDWARE INC	1,954.51	1,954.51	0181500744 4410	EQUIP NO DEP \$500-\$4999
U82V0410	B & H PHOTO VIDEO	932.14	932.14	0100030037 4301	MATERIALS AND SUPPLIES
U82V0411	NATIONAL SPORTS APPAREL LLC	7,554.86	7,554.86	0167620014 6490	EQUIPMENT DEP \$5000 & OVER
U82V0412	HIRSCH PIPE & SUPPLY CO	2,161.99	2,161.99	0181500012 4410	EQUIP NO DEP \$500-\$4999
U82V0413	B & H PHOTO VIDEO	2,344.26	591.91	0163870079 4301	MATERIALS AND SUPPLIES
			1,752.35	0163870079 4410	EQUIP NO DEP \$500-\$4999
U82V0414	RETURN TO WORK PARTNERS INC	860.95	71.75	0100030312 4301	MATERIALS AND SUPPLIES
			789.20	0100030312 4410	EQUIP NO DEP \$500-\$4999
U82V0415	CHEFS' TOYS LLC	10,867.53	6,098.84	0135500030 4301	MATERIALS AND SUPPLIES
			4,768.69	0135500030 4410	EQUIP NO DEP \$500-\$4999
U82V0416	CDW G INC	3,728.69	3,728.69	0181502346 4410	EQUIP NO DEP \$500-\$4999
U82V0417	APPLE COMPUTER INC	1,307.91	1,307.91	0191080005 4411	COMP HARDWRE NO DEP \$500-\$4999
U82V0418	DIRECT DOOR & HARDWARE INC	2,549.24	2,549.24	0181501191 4410	EQUIP NO DEP \$500-\$4999
U82V0419	ARBOR SCIENTIFIC	1,097.49	156.80	0163000124 4301	MATERIALS AND SUPPLIES
			940.69	0163000124 4410	EQUIP NO DEP \$500-\$4999
U82V0420	SINGER MUSIC	2,120.59	2,120.59	0167620119 4410	EQUIP NO DEP \$500-\$4999
U82V0421	MUSIC & ARTS CENTER	2,938.54	2,380.18	0167620125 4301	MATERIALS AND SUPPLIES
			558.36	0167620125 4410	EQUIP NO DEP \$500-\$4999
U82V0422	REECE PLUMBING	2,754.56	2,754.56	0181500734 4410	EQUIP NO DEP \$500-\$4999
U82V0423	REECE PLUMBING	2,625.49	2,625.49	0181500205 4410	EQUIP NO DEP \$500-\$4999
U82V0425	MOREY S MUSIC STORE INC	19,644.46	2,240.10	0167620130 4301	MATERIALS AND SUPPLIES
			17,404.36	0167620130 4410	EQUIP NO DEP \$500-\$4999
U82V0426	IMPERIAL BAND INSTRUMENTS	26,841.68	26,841.68	0167620125 4410	EQUIP NO DEP \$500-\$4999
U82V0427	B & H PHOTO VIDEO	1,637.24	1,637.24	0167700024 4411	COMP HARDWRE NO DEP \$500-\$4999
U82V0428	SHAR PRODUCTS	24,060.01	16,237.84	0167620125 4301	MATERIALS AND SUPPLIES
			7,822.17	0167620125 4410	EQUIP NO DEP \$500-\$4999
U82V0430	REFRIGERATION SUPPLIES DIST	13,837.26	13,837.26	0167620139 4410	EQUIP NO DEP \$500-\$4999
U82V0431	FLINN SCIENTIFIC INC	5,114.82	5,114.82	0163000124 4410	EQUIP NO DEP \$500-\$4999
U82V0432	AMAZON.COM CORPORATE CREDIT	875.99	875.99	0100040063 4411	COMP HARDWRE NO DEP \$500-\$4999
U82V0433	SOUTHWEST STRINGS	1,341.48	308.90	0167620047 4301	MATERIALS AND SUPPLIES
			1,032.58	0167620047 4410	EQUIP NO DEP \$500-\$4999
U82V0434	MODEL 1 COMMERCIAL VEHICLES IN	487,166.34	487,166.34	0126000024 6490	EQUIPMENT DEP \$5000 & OVER
U82V0435	SOUTHWEST STRINGS	795.50	795.50	0167620119 4410	EQUIP NO DEP \$500-\$4999
U82V0436	STEVE WEISS MUSIC INC	1,847.55	194.55	0167620119 4301	MATERIALS AND SUPPLIES
			1,653.00	0167620119 4410	EQUIP NO DEP \$500-\$4999

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U82V0437	SINGER MUSIC	4,494.77	777.45	0167700012 4301	MATERIALS AND SUPPLIES
			3,717.32	0167700012 4410	EQUIP NO DEP \$500-\$4999
U82V0438	APPLE COMPUTER INC	1,526.41	1,526.41	0190170112 4411	COMP HARDWRE NO DEP \$500-\$4999
U82V0439	SINGER MUSIC	2,827.45	2,827.45	0167620047 4410	EQUIP NO DEP \$500-\$4999
U82V0440	AMAZON.COM CORPORATE CREDIT	3,194.09	911.43	0167620133 4301	MATERIALS AND SUPPLIES
			2,282.66	0167620133 4410	EQUIP NO DEP \$500-\$4999
U82V0442	SOUTHWEST STRINGS	21,955.31	18,429.14	0167700012 4301	MATERIALS AND SUPPLIES
			3,526.17	0167700012 4410	EQUIP NO DEP \$500-\$4999
U82V0443	FLINN SCIENTIFIC INC	2,464.07	2,464.07	0163000124 4410	EQUIP NO DEP \$500-\$4999
U82V0444	SHAR PRODUCTS	38,667.19	23,044.24	0167620132 4301	MATERIALS AND SUPPLIES
			15,622.95	0167620132 4410	EQUIP NO DEP \$500-\$4999
U82V0445	MODEL 1 COMMERCIAL VEHICLES IN	174,066.58	174,066.58	0126000024 6490	EQUIPMENT DEP \$5000 & OVER
U82V0446	MODEL 1 COMMERCIAL VEHICLES IN	87,033.29	87,033.29	0107200004 6490	EQUIPMENT DEP \$5000 & OVER
U82V0447	MUSIC & ARTS CENTER	5,164.61	1,830.22	0167620132 4301	MATERIALS AND SUPPLIES
			3,334.39	0167620132 4410	EQUIP NO DEP \$500-\$4999
U82V0448	STERLING O C ENTERPRISES LLC	8,249.07	8,249.07	0167620052 4410	EQUIP NO DEP \$500-\$4999
U82V0449	SINGER MUSIC	3,751.82	3,751.82	0167620119 4410	EQUIP NO DEP \$500-\$4999
U82V0450	SINGER MUSIC	2,990.58	2,990.58	0167620119 4410	EQUIP NO DEP \$500-\$4999
U82V0451	SINGER MUSIC	2,773.08	2,773.08	0167620119 4410	EQUIP NO DEP \$500-\$4999
U82V0452	HIRSCH PIPE & SUPPLY CO	2,514.39	2,514.39	0181500283 4410	EQUIP NO DEP \$500-\$4999
U82V0453	FULL COMPASS SYSTEMS LTD	8,067.95	8,067.95	0100080145 4410	EQUIP NO DEP \$500-\$4999
Fund 01 Total:		3,630,294.68	3,545,204.73		

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U82C0772	JOHNSON LANDSCAPES	37,888.77	37,888.77	1290610062 6274	OTHER CONSTRUCTION
U82C0783	JM.JUSTUS FENCE COMPANY	8,140.00	8,140.00	1290610061 6274	OTHER CONSTRUCTION
U82C0784	JM.JUSTUS FENCE COMPANY	8,980.00	8,980.00	1290610062 6274	OTHER CONSTRUCTION
U82P3552	AMAZON.COM CORPORATE CREDIT	166.67	166.67	1290620007 4301	MATERIALS AND SUPPLIES
U82P3682	LAKESHORE LEARNING	2,080.39	2,080.39	1290620015 4301	MATERIALS AND SUPPLIES
U82P3690	HOPE DISPLAYS LLC	4,785.00	4,785.00	1261050003 4301	MATERIALS AND SUPPLIES
U82P3697	AMAZON.COM CORPORATE CREDIT	146.80	146.80	1290620015 4301	MATERIALS AND SUPPLIES
U82P3839	AMAZON.COM CORPORATE CREDIT	5,560.70	3,523.40	1250250010 4343	COMP HRDWARE UNDER \$500
			2,037.30	1261050003 4343	COMP HRDWARE UNDER \$500
U82P3852	LAKESHORE LEARNING	558.73	558.73	1290440009 4301	MATERIALS AND SUPPLIES
U82P3988	AMAZON.COM CORPORATE CREDIT	644.16	644.16	1290440009 4301	MATERIALS AND SUPPLIES
U82P4002	AMAZON.COM CORPORATE CREDIT	344.48	344.48	1290440012 4301	MATERIALS AND SUPPLIES
U82P4004	AMAZON.COM CORPORATE CREDIT	652.28	652.28	1290610008 4301	MATERIALS AND SUPPLIES
U82V0402	DEFOE FURNITURE 4 KIDS	11,806.83	3,311.60	1290620011 4301	MATERIALS AND SUPPLIES
			8,495.23	1290620011 4410	EQUIP NO DEP \$500-\$4999
U82V0403	DEFOE FURNITURE 4 KIDS	25,568.84	7,051.64	1290620013 4301	MATERIALS AND SUPPLIES
			18,517.20	1290620013 4410	EQUIP NO DEP \$500-\$4999
U82V0406	HOME DEPOT	868.91	868.91	1250250013 4410	EQUIP NO DEP \$500-\$4999
U82V0441	AMAZON.COM CORPORATE CREDIT	5,988.40	5,988.40	1261050003 4411	COMP HARDWRE NO DEP \$500-\$4999
Fund 12 Total:		114,180.96	114,180.96		

PLACENTIA USD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 05/06/2025

FROM 03/23/2025 TO 04/19/2025

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>OBJECT DESCRIPTION</u>
U82N0080	CYBERSOFT TECHNOLOGIES	2,995.00	2,995.00	1353100015 5690	CONTRACTS-OTHER SERVICES
U82N0081	SOUTHERN CALIFORNIA NEWS GROUP	1,382.14	1,382.14	1353100015 5806	ADVERTISEMENT EXPENSE
U82N0082	ULINE INC	509.03	509.03	1353100015 4308	OFFICE SUPPLIES
U82N0083	AMAZON.COM CORPORATE CREDIT	30.69	30.69	1353100015 4308	OFFICE SUPPLIES
Fund 13 Total:		4,916.86	4,916.86		

PLACENTIA USD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 05/06/2025

FROM 03/23/2025 TO 04/19/2025

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>OBJECT DESCRIPTION</u>
U82C0825	ADCO ROOFING INC	114,805.00	57,402.50	1402030282 5690	CONTRACTS-OTHER SERVICES
U82P3941	GARLAND/DBS INC.	55,374.91	27,687.45	1402030282 5690	CONTRACTS-OTHER SERVICES
Fund 14 Total:		170,179.91	85,089.95		

PLACENTIA USD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 05/06/2025

FROM 03/23/2025 TO 04/19/2025

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>OBJECT DESCRIPTION</u>
U82C0778	SCHOOL FACILITY CONSULTANTS	20,000.00	20,000.00	2595530001 5810	PROFESSIONAL/CONSULTING SRV.
U82P3777	REFRIGERATION SUPPLIES DIST	1,598.62	1,598.62	2592650008 4313	MAINTENANCE
Fund 25 Total:		21,598.62	21,598.62		

PLACENTIA USD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 05/06/2025

FROM 03/23/2025 TO 04/19/2025

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>OBJECT DESCRIPTION</u>
U82P3639	GEORGE BRYANT CONSTRUCTION INC	1,725.00	1,725.00	4092610004 6280	CONSTRUCTION TESTING
U82P3707	VECTOR ENVIRONMENTAL CONSULTIN	3,750.00	3,750.00	4092610005 6280	CONSTRUCTION TESTING
Fund 40 Total:		5,475.00	5,475.00		

PLACENTIA USD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 05/06/2025

FROM 03/23/2025 TO 04/19/2025

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>OBJECT DESCRIPTION</u>
U82C0777	SECO ELECTRIC & LIGHTING	11,796.21	11,796.21	4592610066 6270	MAIN BUIDLING CONTRACTOR
U82P3592	DIVISION OF THE STATE ARCHITEC	6,260.00	6,260.00	4592610063 6220	DSA FEES
	Fund 45 Total:	18,056.21	18,056.21		

PLACENTIA USD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 05/06/2025

FROM 03/23/2025 TO 04/19/2025

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>OBJECT DESCRIPTION</u>
U82P3672	AMAZON.COM CORPORATE CREDIT	331.10	331.10	6900040002 4308	OFFICE SUPPLIES
U82P3783	AMAZON.COM CORPORATE CREDIT	53.38	53.38	6900040002 4308	OFFICE SUPPLIES
	Fund 69 Total:	384.48	384.48		

FROM 03/23/2025 TO 04/19/2025

PLACENTIA USD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 05/06/2025

FROM 03/23/2025 TO 04/19/2025

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>ACCOUNT</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>OBJECT DESCRIPTION</u>
Total Account Amount:			3,844,906.81		

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 6, 2025**

REPORT OF WARRANT TOTALS ISSUED

Background	
Expenditures (March 23, 2025 through April 19, 2025)	\$ 10,898,030.77
Payroll Registers	<u>\$21,831,433.12</u>
Total	<u>\$32,729,463.89</u>

Administrator
Joan Velasco, Interim Assistant Superintendent, Administrative Services

Recommendation
Approve warrant listings in the following amounts: Check #273262 through 274202; current year expenditures (March 23, 2025 through April 19, 2025) \$10,898,030.77; and payroll registers 9A, \$15,452,059.40, 9B, \$6,379,373.72.

Placentia-Yorba Linda Unified School District
May 6, 2025

Check Numbers: 273262 - 274202

Approve Expenditures March 23, 2025 through April 19, 2025

General	Fund 0101	\$ 4,185,320.76
Special Education Pass Through	Fund 1010	\$ 460,110.74
Child Development	Fund 1212	\$ 231,600.54
Cafeteria	Fund 1313	\$ 611,866.75
Deferred Maintenance	Fund 1414	\$ 909,679.40
Capital Facilities Fund/2525	Fund 2525	\$ 7,301.23
Capital Facilities/2545	Fund 2545	\$ 239,245.29
School Facilities Fund Prop 47/3539	Fund 3539	\$ 0.00
Special Reserve	Fund 4040	\$ 13,690.38
Insurance - Workers Comp	Fund 6768	\$ 347,737.37
Insurance - Health & Welfare	Fund 6769	\$ 3,827,999.12
Insurance - Property Loss	Fund 6770	\$ 63,479.19
Total Expenditures:		\$10,898,030.77

Payroll Registers:

Certificated	9A	\$15,452,059.40
Classified	9B	\$ 6,379,373.72

PLACENTIA USD
Consolidated Check Register w. Account
from 3/23/2025 to 4/19/2025

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
82 00273262	E8200227	ALVARADO, MARIA D	03/24/25		MW	0101-0791-0-5220-1110-1000-625	43.12
82 00273263	V8204532	AMAZON.COM CORPORATE CREDIT	03/24/25		MW	0101-0003-0-4301-1110-1000-200	147.84
82 00273263	V8204532	AMAZON.COM CORPORATE CREDIT	03/24/25		MW	0101-0003-0-4301-1110-1000-200	738.83
82 00273263	V8204532	AMAZON.COM CORPORATE CREDIT	03/24/25		MW	0101-0003-0-4301-1110-1000-210	211.68
82 00273263	V8204532	AMAZON.COM CORPORATE CREDIT	03/24/25		MW	0101-0003-0-4301-1110-1000-230	27.71
82 00273263	V8204532	AMAZON.COM CORPORATE CREDIT	03/24/25		MW	0101-0003-0-4301-1110-1000-360	42.40
82 00273263	V8204532	AMAZON.COM CORPORATE CREDIT	03/24/25		MW	0101-0003-0-4301-5750-1110-441	114.18
82 00273263	V8204532	AMAZON.COM CORPORATE CREDIT	03/24/25		MW	0101-0791-0-4301-1110-1000-635	239.96
82 00273263	V8204532	AMAZON.COM CORPORATE CREDIT	03/24/25		MW	0101-6300-0-4301-1110-1000-635	4,479.43
82 00273263	V8204532	AMAZON.COM CORPORATE CREDIT	03/24/25		MW	0101-6762-0-4301-1110-1000-621	6,781.94
82 00273263	V8204532	AMAZON.COM CORPORATE CREDIT	03/24/25		MW	0101-6770-0-4301-1110-1000-100	630.89
82 00273263	V8204532	AMAZON.COM CORPORATE CREDIT	03/24/25		MW	0101-8150-0-4313-0000-8110-140	499.80
82 00273263	V8204532	AMAZON.COM CORPORATE CREDIT	03/24/25		MW	0101-9102-0-4301-1110-1000-130	21.74
82 00273264	V8200206	BREA SWEEPING SERVICE	03/24/25		MW	0101-0004-0-5670-0000-8220-610	2,940.00
82 00273264	V8200206	BREA SWEEPING SERVICE	03/24/25		MW	0101-0004-0-5670-0000-8220-855	1,950.00
82 00273265	V8200009	CALIF WEEKLY EXPLORER INC	03/24/25		MW	0101-9017-0-5821-1110-1000-460	857.99
82 00273266	V8214512	CHATTERBOXES	03/24/25		MW	0101-9108-0-5810-5770-1190-650	4,810.00
82 00273267	V8200224	CITY OF ANAHEIM	03/24/25		MW	0101-0001-0-5540-1110-8200-990	59,779.62
82 00273267	V8200224	CITY OF ANAHEIM	03/24/25		MW	0101-0001-0-5550-1110-8200-990	11,046.00
82 00273268	V8210818	DISCOVERY CUBE ORANGE COUNTY	03/24/25		MW	0101-9017-0-5821-1110-1000-410	1,490.00
82 00273269	E8203627	FANG, WEI	03/24/25		MW	0101-6762-0-5220-1110-1000-621	100.17
82 00273270	E8202253	FRANK, BRANDON R	03/24/25		MW	0101-0791-0-4301-1110-1000-380	966.18
82 00273271	V8200493	GLASBY MAINTENANCE SUPPLY	03/24/25		MW	0101-0003-0-4309-1110-8200-400	3.66
82 00273271	V8200493	GLASBY MAINTENANCE SUPPLY	03/24/25		MW	0101-0003-0-4309-1110-8200-510	1,078.64
82 00273272	E8204447	GLENDAY, IVAN	03/24/25		MW	0101-6500-0-5220-5770-1190-650	53.97
82 00273273	V8200579	J W PEPPER OF LOS ANGELES	03/24/25		MW	0101-0003-0-4301-1110-1000-140	156.18
82 00273274	E8203303	LAPWORTH, DARSHELLE N	03/24/25		MW	0101-6762-0-5240-1110-1000-600	127.99
82 00273275	V8213236	NIGRO & NIGRO PC	03/24/25		MW	0101-9091-0-5803-1110-3140-705	2,700.00
82 00273276	V8200764	ORANGE COUNTY DEPT OF ED	03/24/25		MW	0101-0004-0-5240-1110-2100-646	599.00
82 00273277	E8203503	ORTIZ, SANDRA	03/24/25		MW	0101-0003-0-4308-5750-1110-441	160.05
82 00273278	E8204312	RIBBE, PIA	03/24/25		MW	0101-6387-0-5220-3800-1000-646	152.32
00273279	E8200840	SANDOVAL, MARTINA M	03/24/25		MW	0101-0791-0-5220-1110-1000-625	44.66
00273280	V8200915	SCHOLASTIC INC	03/24/25		MW	0101-9017-0-4210-1110-1000-460	755.22
00273281	V8200921	SCHOOL HEALTH CORP	03/24/25		MW	0101-0004-0-4301-1110-3140-705	5,678.78
00273282	V8213784	SCHOOLMART	03/24/25		MW	0101-0791-0-4301-1110-1000-130	2,544.69
00273283	V8210807	SILVER LINING TRAVEL	03/24/25		MW	0101-3550-0-5240-3800-1000-646	1,145.00
00273283	V8210807	SILVER LINING TRAVEL	03/24/25		MW	0101-3550-0-5816-3800-1000-646	1,220.00

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PLACENTIA USD
Consolidated Check Register w. Account
from 3/23/2025 to 4/19/2025

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
82 00273283	V8210807	SILVER LINING TRAVEL	03/24/25		MW	0101-0004-0-5240-1110-1000-635	140.00
82 00273283	V8210807	SILVER LINING TRAVEL	03/24/25		MW	0101-6266-0-5240-1110-2100-645	60.00
82 00273283	V8210807	SILVER LINING TRAVEL	03/24/25		MW	0101-6762-0-5240-1110-2100-600	1,440.00
82 00273284	V8210222	SINGER MUSIC	03/24/25		MW	0101-6762-0-4410-1110-1000-621	12,995.46
82 00273285	V8211314	SITEONE LANDSCAPE SUPPLY LLC	03/24/25		MW	0101-0004-0-4313-0000-8220-845	744.14
82 00273286	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	03/24/25		MW	0101-0003-0-4301-1110-1000-510	324.28
82 00273286	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	03/24/25		MW	0101-0791-0-4301-1110-1000-625	204.83
82 00273287	V8211268	SOUTHWEST STRINGS	03/24/25		MW	0101-6762-0-4301-1110-1000-621	1,031.55
82 00273288	V8207529	STEVE WEISS MUSIC INC	03/24/25		MW	0101-6762-0-4301-1110-1000-621	934.72
82 00273289	V8214193	THE SPEECH PATHOLOGY GROUP INC	03/24/25		MW	0101-9108-0-5151-5770-1190-650	23,967.90
82 00273290	V8205382	UKG KRONOS SYSTEMS LLC	03/24/25		MW	0101-0720-0-5809-5001-3600-865	404.33
82 00273291	V8209306	UTIL-LOCATE INC.	03/24/25		MW	0101-0723-0-6280-0000-8500-865	1,530.00
82 00273292	E8204074	VANDERHOOK, APRIL	03/24/25		MW	0101-0003-0-4301-1110-1000-130	78.56
82 00273293	V8205738	VISTA PAINT	03/24/25		MW	0101-8150-0-4313-0000-8110-850	182.58
82 00273294	V8214042	VISUAL EDGE IT INC	03/24/25		MW	0101-0003-0-5660-1110-1000-240	384.81
82 00273294	V8214042	VISUAL EDGE IT INC	03/24/25		MW	0101-0003-0-5660-1110-1000-400	336.00
82 00273295	V8208678	VS ATHLETICS	03/24/25		MW	0101-6762-0-4410-1110-1000-130	1,327.80
82 00273296	E8202564	YOUNG, MICHAEL	03/24/25		MW	0101-0004-0-4338-1110-1000-640	159.98
82 00273302	V8204532	AMAZON.COM CORPORATE CREDIT	03/25/25		MW	0101-0003-0-4301-1110-1000-110	78.26
82 00273302	V8204532	AMAZON.COM CORPORATE CREDIT	03/25/25		MW	0101-0003-0-4301-1110-1000-110	108.52
82 00273302	V8204532	AMAZON.COM CORPORATE CREDIT	03/25/25		MW	0101-0003-0-4301-1110-1000-140	345.26
82 00273302	V8204532	AMAZON.COM CORPORATE CREDIT	03/25/25		MW	0101-0003-0-4210-1110-1000-200	132.20
82 00273302	V8204532	AMAZON.COM CORPORATE CREDIT	03/25/25		MW	0101-0003-0-4301-1110-1000-450	51.14
82 00273302	V8204532	AMAZON.COM CORPORATE CREDIT	03/25/25		MW	0101-0003-0-4338-0000-2700-140	84.98
82 00273302	V8204532	AMAZON.COM CORPORATE CREDIT	03/25/25		MW	0101-0004-0-4343-1110-8200-865	1,015.00
82 00273302	V8204532	AMAZON.COM CORPORATE CREDIT	03/25/25		MW	0101-0004-0-4308-0000-2100-646	71.97
82 00273302	V8204532	AMAZON.COM CORPORATE CREDIT	03/25/25		MW	0101-0720-0-4343-5001-3600-865	104.88
82 00273302	V8204532	AMAZON.COM CORPORATE CREDIT	03/25/25		MW	0101-0791-0-4301-1110-1000-635	144.24
82 00273302	V8204532	AMAZON.COM CORPORATE CREDIT	03/25/25		MW	0101-2600-0-4301-1110-1000-670	213.46
82 00273302	V8204532	AMAZON.COM CORPORATE CREDIT	03/25/25		MW	0101-3315-0-4301-5730-1110-650	273.98
82 00273302	V8204532	AMAZON.COM CORPORATE CREDIT	03/25/25		MW	0101-6300-0-4301-1110-1000-635	460.92
00273302	V8204532	AMAZON.COM CORPORATE CREDIT	03/25/25		MW	0101-6500-0-4301-5001-2100-650	228.33
00273302	V8204532	AMAZON.COM CORPORATE CREDIT	03/25/25		MW	0101-6500-0-4308-5001-2100-650	300.71
00273302	V8204532	AMAZON.COM CORPORATE CREDIT	03/25/25		MW	0101-6762-0-4343-1110-1000-635	269.40
00273302	V8204532	AMAZON.COM CORPORATE CREDIT	03/25/25		MW	0101-6762-0-4343-1110-1000-640	326.24
00273302	V8204532	AMAZON.COM CORPORATE CREDIT	03/25/25		MW	0101-6762-0-4301-1110-1000-530	183.80
00273302	V8204532	AMAZON.COM CORPORATE CREDIT	03/25/25		MW	0101-9017-0-4301-1110-1000-110	566.90

PLACENTIA USD
Consolidated Check Register w. Account
from 3/23/2025 to 4/19/2025

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
82 00273302	V8204532	AMAZON.COM CORPORATE CREDIT	03/25/25		MW	0101-9017-0-4301-1110-1000-510	52.83
82 00273302	V8204532	AMAZON.COM CORPORATE CREDIT	03/25/25		MW	0101-9017-0-4343-1110-1000-510	761.23
82 00273303	V8214366	AMERGIS HEALTHCARE STAFFING IN	03/25/25		MW	0101-6500-0-5151-5770-1180-650	16,737.86
82 00273304	E8203877	DOMEN, JOHN	03/25/25		MW	0101-0003-0-4301-1110-1000-140	42.02
82 00273305	E8204183	HAWKINS, AMY	03/25/25		MW	0101-6762-0-5240-1110-1000-600	274.95
82 00273306	V8200542	HIRSCH PIPE & SUPPLY CO	03/25/25		MW	0101-8150-0-4313-0000-8110-850	3,921.01
82 00273307	V8200547	HOME DEPOT	03/25/25		MW	0101-8150-0-4313-0000-8110-850	1,730.12
82 00273308	V8213672	IRONWOOD PLUMBING INC	03/25/25		MW	0101-8150-0-5690-0000-8110-110	1,711.00
82 00273308	V8213672	IRONWOOD PLUMBING INC	03/25/25		MW	0101-8150-0-5690-0000-8110-220	2,200.00
82 00273308	V8213672	IRONWOOD PLUMBING INC	03/25/25		MW	0101-8150-0-5690-0000-8110-410	3,193.75
82 00273308	V8213672	IRONWOOD PLUMBING INC	03/25/25		MW	0101-8150-0-5690-0000-8110-450	3,586.00
82 00273308	V8213672	IRONWOOD PLUMBING INC	03/25/25		MW	0101-8150-0-5670-0000-8110-850	529.00
82 00273309	V8206588	MARBLESOFT-KEYGAURD AT	03/25/25		MW	0101-6500-0-4301-5001-2100-650	97.56
82 00273310	E8204187	MURRAY, EMILY	03/25/25		MW	0101-6762-0-5240-1110-1000-600	110.42
82 00273311	V8200746	NORTH COUNTY GLASS	03/25/25		MW	0101-8150-0-4313-0000-8110-850	231.66
82 00273312	V8214445	OPTIMUM ENERGY DESIGN LLC	03/25/25		MW	0101-7032-0-6210-0000-8500-835	39,502.50
82 00273313	V8201481	ORANGE COUNTY SUPERINTENDENT O	03/25/25		MW	0101-6500-0-5156-5750-1110-650	440.00
82 00273314	E8203380	PARRA, JOHANNA	03/25/25		MW	0101-0003-0-4301-1110-1000-130	25.80
82 00273315	V8200844	PRO ED INC	03/25/25		MW	0101-9108-0-4305-5001-2100-650	830.12
82 00273316	V8214052	REECE PLUMBING	03/25/25		MW	0101-8150-0-4410-0000-8110-470	1,692.33
82 00273316	V8214052	REECE PLUMBING	03/25/25		MW	0101-8150-0-4313-0000-8110-850	11.82
82 00273317	V8200932	SECO ELECTRIC & LIGHTING	03/25/25		MW	0101-8150-0-4313-0000-8110-850	1,291.92
82 00273318	V8209413	SERVPRO OF DOWNEY	03/25/25		MW	0101-8150-0-5690-0000-8110-250	4,514.90
82 00273319	V8203736	SHAR PRODUCTS	03/25/25		MW	0101-6762-0-4301-1110-1000-621	968.84
82 00273320	V8211143	SOLIAANT HEALTH LLC	03/25/25		MW	0101-6500-0-5151-5770-1190-650	7,800.00
82 00273321	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	03/25/25		MW	0101-0003-0-4301-1110-1000-220	115.60
82 00273321	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	03/25/25		MW	0101-0003-0-4301-1110-1000-400	10.93
82 00273321	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	03/25/25		MW	0101-0003-0-4301-1110-1000-490	175.34
82 00273321	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	03/25/25		MW	0101-0003-0-4301-1110-1000-500	2,446.56
82 00273321	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	03/25/25		MW	0101-0003-0-4301-5750-1110-440	82.23
82 00273321	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	03/25/25		MW	0101-0003-0-4301-5001-2700-441	4.52
00273321	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	03/25/25		MW	0101-0004-0-4308-1110-1000-706	85.43
00273322	V8207529	STEVE WEISS MUSIC INC	03/25/25		MW	0101-6762-0-4301-1110-1000-621	408.85
00273323	V8214212	SUNBURST WINDOW COVERINGS	03/25/25		MW	0101-8150-0-4313-0000-8110-850	250.52
00273324	V8211078	TEACHERS PAY TEACHERS	03/25/25		MW	0101-0003-0-4301-1110-1000-140	237.99
00273324	V8211078	TEACHERS PAY TEACHERS	03/25/25		MW	0101-6500-0-4301-5770-1190-650	102.95
00273325	V8200956	TRANE USA INC	03/25/25		MW	0101-8150-0-6490-0000-8110-110	12,694.78

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82 00273326	V8201595	UNITED PARCEL SERVICE	03/25/25		MW	0101-0004-0-4308-0000-7300-815	36.00
82 00273327	V8214072	WATER AND WIFI LLC	03/25/25		MW	0101-2600-0-6274-0000-8500-310	290.52
82 00273327	V8214072	WATER AND WIFI LLC	03/25/25		MW	0101-2600-0-6274-0000-8500-430	374.02
82 00273327	V8214072	WATER AND WIFI LLC	03/25/25		MW	0101-8150-0-4313-0000-8110-850	1,160.58
82 00273328	V8214599	XTL US INC	03/25/25		MW	0101-6387-0-4410-3800-1000-646	5,305.90
82 00273329	V8201132	YORBA LINDA WATER DISTRICT	03/25/25		MW	0101-0001-0-5550-1110-8200-990	1,805.76
82 00273334	V8214366	AMERGIS HEALTHCARE STAFFING IN	03/26/25		MW	0101-2600-0-5110-1110-1000-670	12,838.26
82 00273335	V8204895	AMERICAN CASUAL	03/26/25		MW	0101-0791-0-4301-1110-1000-240	1,167.48
82 00273336	V8203559	AT & T	03/26/25		MW	0101-0001-0-5910-1110-8200-990	10,000.97
82 00273337	V8200146	ATKINSON ANDEL LOYA RUUD & ROM	03/26/25		MW	0101-0001-0-5807-0000-7200-990	9,682.31
82 00273338	V8201624	B & H PHOTO VIDEO	03/26/25		MW	0101-6387-0-4410-3800-1000-646	1,874.50
82 00273339	V8200009	CALIF WEEKLY EXPLORER INC	03/26/25		MW	0101-9017-0-5821-1110-1000-460	2,172.99
82 00273340	V8201131	CITY OF YORBA LINDA	03/26/25		MW	0101-8150-0-5680-0000-8110-140	12,042.16
82 00273341	V8212329	CONTROL AIR ENTERPRISES LLC	03/26/25		MW	0101-8150-0-5670-0000-8110-100	340.00
82 00273341	V8212329	CONTROL AIR ENTERPRISES LLC	03/26/25		MW	0101-8150-0-5670-0000-8110-110	825.00
82 00273341	V8212329	CONTROL AIR ENTERPRISES LLC	03/26/25		MW	0101-8150-0-5670-0000-8110-130	1,370.00
82 00273341	V8212329	CONTROL AIR ENTERPRISES LLC	03/26/25		MW	0101-8150-0-5670-0000-8110-850	465.00
82 00273342	V8213644	CULVER-NEWLIN	03/26/25		MW	0101-2600-0-4330-1110-1000-670	16,358.17
82 00273342	V8213644	CULVER-NEWLIN	03/26/25		MW	0101-2600-0-4410-1110-1000-670	41,070.80
82 00273342	V8213644	CULVER-NEWLIN	03/26/25		MW	0101-2600-0-6490-1110-1000-670	10,488.94
82 00273343	V8210160	EDMENTUM INC	03/26/25		MW	0101-7435-0-5815-1110-1000-646	457,200.06
82 00273344	V8210752	EMERALD COVE OUTDOOR SCIENCE I	03/26/25		MW	0101-9015-0-5816-1110-1000-360	23,376.46
82 00273345	V8209770	FULLER ENGINEERING INC	03/26/25		MW	0101-8150-0-5670-0000-8110-850	1,215.61
82 00273346	V8214598	FUTURE DESIGN CONTROLS	03/26/25		MW	0101-0003-0-4301-1110-1000-140	509.54
82 00273347	V8203675	HAL LEONARD CORP	03/26/25		MW	0101-6762-0-4301-1110-1000-621	289.75
82 00273348	V8200402	HERZFELD, CHRISTOPHER P	03/26/25		MW	0101-0003-0-4338-0000-2700-100	278.52
82 00273349	V8200547	HOME DEPOT	03/26/25		MW	0101-0004-0-4343-1110-1000-810	74.54
82 00273350	V8210211	IMPERIAL BAND INSTRUMENTS	03/26/25		MW	0101-6762-0-5660-1110-1000-621	141.43
82 00273351	V8209845	JACKSON'S AUTO SUPPLY	03/26/25		MW	0101-0004-0-4313-1110-8200-865	29.69
82 00273351	V8209845	JACKSON'S AUTO SUPPLY	03/26/25		MW	0101-0720-0-4315-5001-3600-865	1,008.99
82 00273352	E8204290	LOPEZ, MORGAN	03/26/25		MW	0101-0004-0-5220-1110-3140-705	56.07
00273353	V8204634	ORANGE COUNTY ZOO	03/26/25		MW	0101-9017-0-5816-1110-1000-330	126.00
00273354	V8210754	PAR INC	03/26/25		MW	0101-9108-0-4305-5001-2100-650	160.30
00273355	V8200795	PARKHOUSE TIRE INC	03/26/25		MW	0101-0004-0-4312-1110-8200-865	1,335.97
00273355	V8200795	PARKHOUSE TIRE INC	03/26/25		MW	0101-0723-0-4312-1110-3600-865	1,303.09
00273356	V8214626	PEAC SOLUTIONS	03/26/25		MW	0101-0003-0-5640-1110-1000-140	838.64
00273356	V8214626	PEAC SOLUTIONS	03/26/25		MW	0101-0004-0-5640-0000-7530-830	107.45

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82 00273357	V8200844	PRO ED INC	03/26/25		MW	0101-9108-0-4305-5001-2100-650	350.31
82 00273358	V8213901	RWC INTERNATIONAL LTD	03/26/25		MW	0101-0720-0-4315-5001-3600-865	313.91
82 00273359	V8200179	S & S WORLDWIDE INC	03/26/25		MW	0101-0004-0-4311-0000-7540-832	179.43
82 00273360	V8213198	SHERARD, ERIN	03/26/25		MW	0101-6266-0-5810-1110-1000-645	3,750.00
82 00273361	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	03/26/25		MW	0101-0003-0-4301-1110-1000-230	190.93
82 00273361	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	03/26/25		MW	0101-0003-0-4301-1110-1000-240	29.79
82 00273361	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	03/26/25		MW	0101-0003-0-4301-1110-1000-320	862.74
82 00273361	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	03/26/25		MW	0101-0003-0-4301-1110-1000-380	316.35
82 00273361	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	03/26/25		MW	0101-0003-0-4301-1110-1000-480	71.53
82 00273361	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	03/26/25		MW	0101-0003-0-4308-0000-2700-130	138.49
82 00273361	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	03/26/25		MW	0101-0004-0-4301-1110-1000-606	12.57
82 00273362	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	03/26/25		MW	0101-0003-0-4301-1110-1000-200	51.22
82 00273362	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	03/26/25		MW	0101-0003-0-4301-1110-1000-420	34.28
82 00273362	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	03/26/25		MW	0101-0003-0-4301-1110-1000-450	101.97
82 00273362	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	03/26/25		MW	0101-0003-0-4301-1110-1000-480	151.02
82 00273362	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	03/26/25		MW	0101-0003-0-4301-1110-1000-510	98.57
82 00273362	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	03/26/25		MW	0101-0003-0-4308-0000-2700-200	55.19
82 00273362	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	03/26/25		MW	0101-0004-0-4308-1110-2100-635	23.56
82 00273363	V8207529	STEVE WEISS MUSIC INC	03/26/25		MW	0101-6762-0-4301-1110-1000-621	257.90
82 00273364	V8200463	STUDENT TRANSPORTATION OF AMER	03/26/25		MW	0101-0723-0-5816-1110-3600-865	2,037.50
82 00273365	V8201006	SUPPLYMASTER INC	03/26/25		MW	0101-0003-0-4301-1110-1000-420	487.38
82 00273365	V8201006	SUPPLYMASTER INC	03/26/25		MW	0101-0004-0-4308-0000-7530-830	558.82
82 00273366	V8214247	TAO ROSSINI A PROFESSIONAL COR	03/26/25		MW	0101-0001-0-5807-0000-7200-990	195.00
82 00273367	V8214470	THE CRAIG SCHOOL	03/26/25		MW	0101-6500-0-5150-5750-1180-650	4,275.00
82 00273368	V8207785	THE PARENT INSTITUTE FOR QUALI	03/26/25		MW	0101-9080-0-5810-1110-2495-625	7,250.00
82 00273369	V8214625	THE SHERWIN WILLIAMS COMPANY	03/26/25		MW	0101-8150-0-4313-0000-8110-850	189.81
82 00273370	V8211201	TRUCKPRO HOLDING CORPORATION	03/26/25		MW	0101-0720-0-4315-5001-3600-865	185.17
82 00273370	V8211201	TRUCKPRO HOLDING CORPORATION	03/26/25		MW	0101-0723-0-4315-1110-3600-865	1,105.45
82 00273371	V8201936	VIDEO COMMUNICATIONS DBA SIEGE	03/26/25		MW	0101-0720-0-4317-5001-3600-865	1,450.00
82 00273372	V8214303	WELLS FARGO BANK N.A.	03/26/25		MW	0101-0003-0-5640-1110-1000-170	157.68
82 00273372	V8214303	WELLS FARGO BANK N.A.	03/26/25		MW	0101-0004-0-5650-0000-7200-800	151.16
00273373	V8214343	ZEN EDUCATE INC	03/26/25		MW	0101-6500-0-5151-5770-1180-650	10,335.78
00273382	V8200074	A Z BUS SALES INC	03/27/25		MW	0101-0723-0-4315-1110-3600-865	1,009.52
00273383	V8200077	AAA ELECTRIC MOTORS SALES & SE	03/27/25		MW	0101-8150-0-4313-0000-8110-850	288.45
00273384	V8211254	ALL CITY MANAGEMENT SERVICES I	03/27/25		MW	0101-0004-0-5809-1110-1000-865	13,632.39
00273388	V8204532	AMAZON.COM CORPORATE CREDIT	03/27/25		MW	0101-0003-0-4308-0000-2700-240	192.97
00273388	V8204532	AMAZON.COM CORPORATE CREDIT	03/27/25		MW	0101-0003-0-4301-1110-1000-100	521.95

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82 00273388	V8204532	AMAZON.COM CORPORATE CREDIT	03/27/25		MW	0101-0003-0-4301-1110-1000-110	24.25
82 00273388	V8204532	AMAZON.COM CORPORATE CREDIT	03/27/25		MW	0101-0003-0-4301-1110-1000-120	70.40
82 00273388	V8204532	AMAZON.COM CORPORATE CREDIT	03/27/25		MW	0101-0003-0-4343-1110-1000-120	130.49
82 00273388	V8204532	AMAZON.COM CORPORATE CREDIT	03/27/25		MW	0101-0003-0-4301-1110-1000-130	10.65
82 00273388	V8204532	AMAZON.COM CORPORATE CREDIT	03/27/25		MW	0101-0003-0-4301-1110-1000-130	67.76
82 00273388	V8204532	AMAZON.COM CORPORATE CREDIT	03/27/25		MW	0101-0003-0-4301-1110-1000-140	108.63
82 00273388	V8204532	AMAZON.COM CORPORATE CREDIT	03/27/25		MW	0101-0003-0-4210-1110-1000-140	1,005.00
82 00273388	V8204532	AMAZON.COM CORPORATE CREDIT	03/27/25		MW	0101-0003-0-4301-1110-1000-200	27.63
82 00273388	V8204532	AMAZON.COM CORPORATE CREDIT	03/27/25		MW	0101-0003-0-4301-1110-1000-200	30.88
82 00273388	V8204532	AMAZON.COM CORPORATE CREDIT	03/27/25		MW	0101-0003-0-4301-1110-1000-200	16.29
82 00273388	V8204532	AMAZON.COM CORPORATE CREDIT	03/27/25		MW	0101-0003-0-4301-1110-1000-230	68.26
82 00273388	V8204532	AMAZON.COM CORPORATE CREDIT	03/27/25		MW	0101-0003-0-4301-1110-1000-250	71.65
82 00273388	V8204532	AMAZON.COM CORPORATE CREDIT	03/27/25		MW	0101-0003-0-4301-1110-1000-320	45.65
82 00273388	V8204532	AMAZON.COM CORPORATE CREDIT	03/27/25		MW	0101-0003-0-4301-1110-1000-360	379.37
82 00273388	V8204532	AMAZON.COM CORPORATE CREDIT	03/27/25		MW	0101-0003-0-4301-1110-1000-450	26.98
82 00273388	V8204532	AMAZON.COM CORPORATE CREDIT	03/27/25		MW	0101-0003-0-4301-1110-1000-530	80.94
82 00273388	V8204532	AMAZON.COM CORPORATE CREDIT	03/27/25		MW	0101-0003-0-4308-5750-1110-440	110.35
82 00273388	V8204532	AMAZON.COM CORPORATE CREDIT	03/27/25		MW	0101-0003-0-4343-0000-2700-110	402.46
82 00273388	V8204532	AMAZON.COM CORPORATE CREDIT	03/27/25		MW	0101-0003-0-4301-1110-1000-210	25.00
82 00273388	V8204532	AMAZON.COM CORPORATE CREDIT	03/27/25		MW	0101-0003-0-4301-1110-1000-200	92.44
82 00273388	V8204532	AMAZON.COM CORPORATE CREDIT	03/27/25		MW	0101-0004-0-4308-0000-7300-815	81.70
82 00273388	V8204532	AMAZON.COM CORPORATE CREDIT	03/27/25		MW	0101-0004-0-4308-0000-7530-830	347.99
82 00273388	V8204532	AMAZON.COM CORPORATE CREDIT	03/27/25		MW	0101-0004-0-4301-1110-1000-810	67.37
82 00273388	V8204532	AMAZON.COM CORPORATE CREDIT	03/27/25		MW	0101-0004-0-4343-1110-1000-810	657.98
82 00273388	V8204532	AMAZON.COM CORPORATE CREDIT	03/27/25		MW	0101-0004-0-4411-1110-1000-810	6,085.57
82 00273388	V8204532	AMAZON.COM CORPORATE CREDIT	03/27/25		MW	0101-0004-0-4308-1110-3140-705	9.11
82 00273388	V8204532	AMAZON.COM CORPORATE CREDIT	03/27/25		MW	0101-0720-0-4317-5001-3600-865	202.26
82 00273388	V8204532	AMAZON.COM CORPORATE CREDIT	03/27/25		MW	0101-0723-0-4410-1110-3600-865	1,039.54
82 00273388	V8204532	AMAZON.COM CORPORATE CREDIT	03/27/25		MW	0101-0791-0-4301-1110-1000-310	116.33
82 00273388	V8204532	AMAZON.COM CORPORATE CREDIT	03/27/25		MW	0101-2600-0-4301-1110-1000-670	1,369.29
00273388	V8204532	AMAZON.COM CORPORATE CREDIT	03/27/25		MW	0101-2600-0-4411-1110-1000-670	547.66
00273388	V8204532	AMAZON.COM CORPORATE CREDIT	03/27/25		MW	0101-2600-0-4301-1110-2100-670	48.38
00273388	V8204532	AMAZON.COM CORPORATE CREDIT	03/27/25		MW	0101-3010-0-4301-1110-1000-200	239.14
00273388	V8204532	AMAZON.COM CORPORATE CREDIT	03/27/25		MW	0101-3315-0-4301-5730-1110-650	32.86
00273388	V8204532	AMAZON.COM CORPORATE CREDIT	03/27/25		MW	0101-4127-0-4301-1110-1000-706	191.65
00273388	V8204532	AMAZON.COM CORPORATE CREDIT	03/27/25		MW	0101-4127-0-4301-1110-1000-625	217.49

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82 00273388	V8204532	AMAZON.COM CORPORATE CREDIT	03/27/25		MW	0101-0004-0-4308-1110-2100-646	64.70
82 00273388	V8204532	AMAZON.COM CORPORATE CREDIT	03/27/25		MW	0101-6300-0-4301-1110-1000-635	647.59
82 00273388	V8204532	AMAZON.COM CORPORATE CREDIT	03/27/25		MW	0101-6387-0-4301-3800-1000-646	3,908.27
82 00273388	V8204532	AMAZON.COM CORPORATE CREDIT	03/27/25		MW	0101-6387-0-4410-3800-1000-646	535.12
82 00273388	V8204532	AMAZON.COM CORPORATE CREDIT	03/27/25		MW	0101-6500-0-4301-5770-1120-650	634.91
82 00273388	V8204532	AMAZON.COM CORPORATE CREDIT	03/27/25		MW	0101-6500-0-4343-5770-1120-650	195.74
82 00273388	V8204532	AMAZON.COM CORPORATE CREDIT	03/27/25		MW	0101-6500-0-4301-5770-1190-650	16.27
82 00273388	V8204532	AMAZON.COM CORPORATE CREDIT	03/27/25		MW	0101-6500-0-4301-5770-1110-650	529.23
82 00273388	V8204532	AMAZON.COM CORPORATE CREDIT	03/27/25		MW	0101-6500-0-4301-5001-2100-650	88.15
82 00273388	V8204532	AMAZON.COM CORPORATE CREDIT	03/27/25		MW	0101-6500-0-4308-5001-2100-650	89.14
82 00273388	V8204532	AMAZON.COM CORPORATE CREDIT	03/27/25		MW	0101-6500-0-4301-5750-1190-650	1,100.68
82 00273388	V8204532	AMAZON.COM CORPORATE CREDIT	03/27/25		MW	0101-6500-0-4343-5750-1190-650	326.68
82 00273388	V8204532	AMAZON.COM CORPORATE CREDIT	03/27/25		MW	0101-6762-0-4301-1110-1000-621	85.14
82 00273388	V8204532	AMAZON.COM CORPORATE CREDIT	03/27/25		MW	0101-6762-0-4343-1110-1000-635	173.24
82 00273388	V8204532	AMAZON.COM CORPORATE CREDIT	03/27/25		MW	0101-6762-0-4301-1110-1000-621	2,160.54
82 00273388	V8204532	AMAZON.COM CORPORATE CREDIT	03/27/25		MW	0101-6762-0-4410-1110-1000-621	3,215.94
82 00273388	V8204532	AMAZON.COM CORPORATE CREDIT	03/27/25		MW	0101-6762-0-4301-1110-1000-621	546.00
82 00273388	V8204532	AMAZON.COM CORPORATE CREDIT	03/27/25		MW	0101-6762-0-4301-1110-1000-340	1,829.68
82 00273388	V8204532	AMAZON.COM CORPORATE CREDIT	03/27/25		MW	0101-6770-0-4301-1110-1000-250	3,945.40
82 00273388	V8204532	AMAZON.COM CORPORATE CREDIT	03/27/25		MW	0101-6770-0-4301-1110-1000-240	773.04
82 00273388	V8204532	AMAZON.COM CORPORATE CREDIT	03/27/25		MW	0101-6770-0-4410-1110-1000-240	1,261.48
82 00273388	V8204532	AMAZON.COM CORPORATE CREDIT	03/27/25		MW	0101-6770-0-4301-1110-1000-100	2,129.14
82 00273388	V8204532	AMAZON.COM CORPORATE CREDIT	03/27/25		MW	0101-9017-0-4301-1110-1000-230	20.65
82 00273388	V8204532	AMAZON.COM CORPORATE CREDIT	03/27/25		MW	0101-9017-0-4301-1110-1000-340	69.68
82 00273388	V8204532	AMAZON.COM CORPORATE CREDIT	03/27/25		MW	0101-9017-0-4301-1110-1000-410	69.99
82 00273388	V8204532	AMAZON.COM CORPORATE CREDIT	03/27/25		MW	0101-9017-0-4410-1110-1000-430	1,413.96
82 00273388	V8204532	AMAZON.COM CORPORATE CREDIT	03/27/25		MW	0101-9017-0-4308-0000-2700-400	118.54
82 00273389	V8209673	BSN SPORTS LLC	03/27/25		MW	0101-6762-0-4301-1110-1000-530	246.88
82 00273390	V8200009	CALIF WEEKLY EXPLORER INC	03/27/25		MW	0101-9017-0-5821-1110-1000-420	857.99
82 00273391	V8213371	CAMBRIDGE UNIVERSITY PRESS & A	03/27/25		MW	0101-6762-0-4301-1110-1000-100	25,259.60
82 00273392	V8200267	CERTIFIED TRANS SERVICES INC	03/27/25		MW	0101-0723-0-5816-1110-3600-865	2,243.78
00273393	V8212180	CINTAS CORPORATION	03/27/25		MW	0101-0723-0-5560-5001-3600-865	191.59
00273393	V8212180	CINTAS CORPORATION	03/27/25		MW	0101-8150-0-5640-0000-8110-850	739.13
00273394	V8213262	CINTAS FIRST AID & SAFETY	03/27/25		MW	0101-0723-0-4317-1110-3600-865	115.37
00273395	V8210531	COMPUTERIZED EMBROIDERY CO	03/27/25		MW	0101-0720-0-4317-5001-3600-865	415.96
00273396	V8213644	CULVER-NEWLIN	03/27/25		MW	0101-2600-0-4330-1110-1000-670	177.81
00273397	V8200245	CVT RECYCLING	03/27/25		MW	0101-0004-0-5670-0000-8220-845	251.08

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82 00273398	V8207165	DIRECT DOOR & HARDWARE INC	03/27/25		MW	0101-8150-0-4313-0000-8110-850	1,346.41
82 00273399	V8210818	DISCOVERY CUBE ORANGE COUNTY	03/27/25		MW	0101-9017-0-5821-1110-1000-410	1,183.00
82 00273400	V8213838	EVERDRIVEN TECHNOLOGIES	03/27/25		MW	0101-0720-0-5812-5001-3600-865	7,691.48
82 00273401	V8210119	FACTORY MOTOR PARTS	03/27/25		MW	0101-0004-0-4313-1110-8200-865	1,215.44
82 00273401	V8210119	FACTORY MOTOR PARTS	03/27/25		MW	0101-0720-0-4315-5001-3600-865	4,329.32
82 00273402	V8201847	FAIRWAY FORD	03/27/25		MW	0101-0004-0-4313-1110-8200-865	68.64
82 00273402	V8201847	FAIRWAY FORD	03/27/25		MW	0101-0004-0-5660-1110-8200-865	2,313.83
82 00273403	V8200446	FLEET SERVICES	03/27/25		MW	0101-0004-0-4313-1110-8200-865	19.66
82 00273403	V8200446	FLEET SERVICES	03/27/25		MW	0101-0720-0-4315-5001-3600-865	440.00
82 00273403	V8200446	FLEET SERVICES	03/27/25		MW	0101-0723-0-4315-1110-3600-865	471.87
82 00273404	V8200482	GANAHL LUMBER CO	03/27/25		MW	0101-8150-0-4313-0000-8110-850	233.93
82 00273405	V8200486	GEARY PACIFIC SUPPLY	03/27/25		MW	0101-8150-0-4313-0000-8110-850	207.99
82 00273406	V8206192	GEORGE BRYANT CONSTRUCTION INC	03/27/25		MW	0101-8150-0-5670-0000-8110-850	1,655.00
82 00273407	V8214518	GHATAODE BANNON ARCHITECS LLP	03/27/25		MW	0101-6762-0-6210-0000-8500-100	4,860.00
82 00273408	V8200493	GLASBY MAINTENANCE SUPPLY	03/27/25		MW	0101-0003-0-4309-1110-8200-100	2,275.69
82 00273408	V8200493	GLASBY MAINTENANCE SUPPLY	03/27/25		MW	0101-0003-0-4309-1110-8200-110	3,881.90
82 00273408	V8200493	GLASBY MAINTENANCE SUPPLY	03/27/25		MW	0101-0003-0-4309-1110-8200-130	177.96
82 00273408	V8200493	GLASBY MAINTENANCE SUPPLY	03/27/25		MW	0101-0003-0-4309-1110-8200-200	52.74
82 00273408	V8200493	GLASBY MAINTENANCE SUPPLY	03/27/25		MW	0101-0003-0-4309-1110-8200-210	1,383.67
82 00273408	V8200493	GLASBY MAINTENANCE SUPPLY	03/27/25		MW	0101-0003-0-4309-1110-8200-240	13.74
82 00273408	V8200493	GLASBY MAINTENANCE SUPPLY	03/27/25		MW	0101-0003-0-4309-1110-8200-320	51.07
82 00273408	V8200493	GLASBY MAINTENANCE SUPPLY	03/27/25		MW	0101-0003-0-4309-1110-8200-340	436.64
82 00273408	V8200493	GLASBY MAINTENANCE SUPPLY	03/27/25		MW	0101-0003-0-4309-1110-8200-420	1,827.63
82 00273408	V8200493	GLASBY MAINTENANCE SUPPLY	03/27/25		MW	0101-0003-0-4309-1110-8200-440	389.38
82 00273408	V8200493	GLASBY MAINTENANCE SUPPLY	03/27/25		MW	0101-0003-0-4309-1110-8200-520	1,168.50
82 00273408	V8200493	GLASBY MAINTENANCE SUPPLY	03/27/25		MW	0101-0004-0-4313-0000-8210-840	315.74
82 00273409	V8208360	GOLD COAST TOURS	03/27/25		MW	0101-0723-0-5816-1110-3600-865	907.20
82 00273410	V8214229	GOLDEN WEST SECURITY SUPPLY CO	03/27/25		MW	0101-8150-0-4313-0000-8110-850	1,300.44
82 00273411	V8200537	HEATING & COOLING SUPPLY INC	03/27/25		MW	0101-8150-0-4313-0000-8110-850	400.54
82 00273412	V8200542	HIRSCH PIPE & SUPPLY CO	03/27/25		MW	0101-8150-0-4313-0000-8110-850	546.69
82 00273413	V8200547	HOME DEPOT	03/27/25		MW	0101-8150-0-4313-0000-8110-850	1,416.00
00273414	V8202138	I & B FLOORING	03/27/25		MW	0101-8150-0-5690-0000-8110-210	4,044.75
00273415	V8213672	IRONWOOD PLUMBING INC	03/27/25		MW	0101-8150-0-5670-0000-8110-850	1,417.00
00273416	V8205640	KNOWLAND CONSTRUCTION SERVICES	03/27/25		MW	0101-2600-0-6299-0000-8500-310	1,260.00
00273416	V8205640	KNOWLAND CONSTRUCTION SERVICES	03/27/25		MW	0101-2600-0-6299-0000-8500-430	840.00
00273417	V8200617	LAKESHORE LEARNING MATERIALS	03/27/25		MW	0101-6762-0-4301-1110-1000-510	1,385.07
00273418	V8200679	MCFADDEN DALE HARDWARE	03/27/25		MW	0101-0004-0-4313-0000-8210-840	9.59

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82 00273418	V8200679	MCFADDEN DALE HARDWARE	03/27/25		MW	0101-8150-0-4313-0000-8110-850	310.94
82 00273419	E8203804	MEZA, LORELY	03/27/25		MW	0101-0004-0-5240-0000-7150-700	1,322.96
82 00273420	V8210095	ORANGE COUNTY FIRE PROTECTION	03/27/25		MW	0101-8150-0-5670-0000-8110-850	400.00
82 00273421	V8200773	ORVAC ELECTRONICS	03/27/25		MW	0101-8150-0-4313-0000-8110-850	536.60
82 00273422	V8207666	PEST OPTIONS INC	03/27/25		MW	0101-0004-0-5670-0000-8210-840	5,004.99
82 00273423	V8214052	REECE PLUMBING	03/27/25		MW	0101-8150-0-4313-0000-8110-850	1,007.67
82 00273424	V8200869	REFRIGERATION SUPPLIES DIST	03/27/25		MW	0101-8150-0-4313-0000-8110-850	1,504.37
82 00273425	V8200921	SCHOOL HEALTH CORP	03/27/25		MW	0101-2600-0-4301-1110-1000-670	287.43
82 00273426	V8210807	SILVER LINING TRAVEL	03/27/25		MW	0101-0003-0-5816-1110-1000-100	180.00
82 00273426	V8210807	SILVER LINING TRAVEL	03/27/25		MW	0101-0003-0-5816-1110-1000-100	540.00
82 00273426	V8210807	SILVER LINING TRAVEL	03/27/25		MW	0101-6770-0-5240-1110-1000-100	120.00
82 00273427	V8210222	SINGER MUSIC	03/27/25		MW	0101-6762-0-4410-1110-1000-621	1,087.48
82 00273428	V8200949	SMART & FINAL	03/27/25		MW	0101-0791-0-4338-1110-2495-250	263.49
82 00273429	V8200954	SO CALIF EDISON CO	03/27/25		MW	0101-0001-0-5540-1110-8200-990	113.62
82 00273430	V8200955	SO CALIF GAS CO	03/27/25		MW	0101-0001-0-5530-1110-8200-990	1,524.14
82 00273431	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	03/27/25		MW	0101-0003-0-4301-1110-1000-330	567.30
82 00273431	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	03/27/25		MW	0101-0003-0-4301-1110-1000-460	354.76
82 00273431	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	03/27/25		MW	0101-8150-0-4308-0000-8110-850	51.20
82 00273432	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	03/27/25		MW	0101-0003-0-4308-0000-2700-110	843.50
82 00273433	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	03/27/25		MW	0101-0003-0-4308-0000-2700-110	1,967.22
82 00273434	V8207529	STEVE WEISS MUSIC INC	03/27/25		MW	0101-6762-0-4410-1110-1000-621	1,606.24
82 00273435	V8201001	SUPER DUPER SCHOOL INC	03/27/25		MW	0101-6500-0-4301-5770-1190-650	182.90
82 00273436	V8201006	SUPPLYMASTER INC	03/27/25		MW	0101-0003-0-4308-0000-2700-110	462.93
82 00273437	V8211078	TEACHERS PAY TEACHERS	03/27/25		MW	0101-6500-0-4301-5770-1190-650	155.45
82 00273438	V8213866	VECTOR ENVIRONMENTAL CONSULTIN	03/27/25		MW	0101-7032-0-6280-0000-8500-835	2,500.00
82 00273439	V8205738	VISTA PAINT	03/27/25		MW	0101-8150-0-4313-0000-8110-850	327.94
82 00273440	V8201091	WALTERS WHOLESALE ELECTRIC	03/27/25		MW	0101-8150-0-4313-0000-8110-850	268.75
82 00273441	V8213822	WESTERN DRAIN SUPPLY	03/27/25		MW	0101-8150-0-4313-0000-8110-850	302.24
82 00273442	V8201132	YORBA LINDA WATER DISTRICT	03/27/25		MW	0101-0001-0-5550-1110-8200-990	3,350.88
82 00273452	V8204532	AMAZON.COM CORPORATE CREDIT	03/28/25		MW	0101-0003-0-4308-0000-2700-220	32.40
82 00273452	V8204532	AMAZON.COM CORPORATE CREDIT	03/28/25		MW	0101-0003-0-4308-0000-2700-240	207.09
00273452	V8204532	AMAZON.COM CORPORATE CREDIT	03/28/25		MW	0101-0003-0-4308-0000-2700-410	66.87
00273452	V8204532	AMAZON.COM CORPORATE CREDIT	03/28/25		MW	0101-0003-0-4343-0000-2700-410	239.24
00273452	V8204532	AMAZON.COM CORPORATE CREDIT	03/28/25		MW	0101-0003-0-4301-1110-1000-110	139.62
00273452	V8204532	AMAZON.COM CORPORATE CREDIT	03/28/25		MW	0101-0003-0-4301-1110-1000-120	-13.05
00273452	V8204532	AMAZON.COM CORPORATE CREDIT	03/28/25		MW	0101-0003-0-4301-1110-1000-130	139.49
00273452	V8204532	AMAZON.COM CORPORATE CREDIT	03/28/25		MW	0101-0003-0-4301-1110-1000-140	226.27

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82 00273452	V8204532	AMAZON.COM CORPORATE CREDIT	03/28/25		MW	0101-0003-0-4343-1110-1000-140	216.41
82 00273452	V8204532	AMAZON.COM CORPORATE CREDIT	03/28/25		MW	0101-0003-0-4301-1110-1000-170	111.65
82 00273452	V8204532	AMAZON.COM CORPORATE CREDIT	03/28/25		MW	0101-0003-0-4301-1110-1000-250	527.75
82 00273452	V8204532	AMAZON.COM CORPORATE CREDIT	03/28/25		MW	0101-0003-0-4210-1110-1000-360	465.04
82 00273452	V8204532	AMAZON.COM CORPORATE CREDIT	03/28/25		MW	0101-0003-0-4301-1110-1000-420	179.53
82 00273452	V8204532	AMAZON.COM CORPORATE CREDIT	03/28/25		MW	0101-0003-0-4301-1110-1000-450	224.41
82 00273452	V8204532	AMAZON.COM CORPORATE CREDIT	03/28/25		MW	0101-0003-0-4309-1110-8200-110	43.27
82 00273452	V8204532	AMAZON.COM CORPORATE CREDIT	03/28/25		MW	0101-0003-0-4308-0000-2700-130	0.00
82 00273452	V8204532	AMAZON.COM CORPORATE CREDIT	03/28/25		MW	0101-0003-0-4308-0000-2700-110	18.32
82 00273452	V8204532	AMAZON.COM CORPORATE CREDIT	03/28/25		MW	0101-0003-0-4301-1110-1000-530	19.17
82 00273452	V8204532	AMAZON.COM CORPORATE CREDIT	03/28/25		MW	0101-0004-0-4308-0000-7300-815	238.17
82 00273452	V8204532	AMAZON.COM CORPORATE CREDIT	03/28/25		MW	0101-0004-0-4301-1110-1000-810	-67.37
82 00273452	V8204532	AMAZON.COM CORPORATE CREDIT	03/28/25		MW	0101-0004-0-4343-1110-1000-810	21,777.63
82 00273452	V8204532	AMAZON.COM CORPORATE CREDIT	03/28/25		MW	0101-0723-0-4308-1110-3600-865	35.70
82 00273452	V8204532	AMAZON.COM CORPORATE CREDIT	03/28/25		MW	0101-0791-0-4210-1110-1000-360	277.36
82 00273452	V8204532	AMAZON.COM CORPORATE CREDIT	03/28/25		MW	0101-0791-0-4301-1110-1000-635	160.25
82 00273452	V8204532	AMAZON.COM CORPORATE CREDIT	03/28/25		MW	0101-2600-0-4301-1110-1000-670	357.04
82 00273452	V8204532	AMAZON.COM CORPORATE CREDIT	03/28/25		MW	0101-2600-0-4301-1110-2100-670	23.82
82 00273452	V8204532	AMAZON.COM CORPORATE CREDIT	03/28/25		MW	0101-3315-0-4301-5730-1110-650	490.59
82 00273452	V8204532	AMAZON.COM CORPORATE CREDIT	03/28/25		MW	0101-4127-0-4301-1110-1000-706	96.87
82 00273452	V8204532	AMAZON.COM CORPORATE CREDIT	03/28/25		MW	0101-6300-0-4301-1110-1000-635	2,303.44
82 00273452	V8204532	AMAZON.COM CORPORATE CREDIT	03/28/25		MW	0101-6500-0-4301-5770-1120-650	1,061.63
82 00273452	V8204532	AMAZON.COM CORPORATE CREDIT	03/28/25		MW	0101-6500-0-4301-5770-1190-650	212.87
82 00273452	V8204532	AMAZON.COM CORPORATE CREDIT	03/28/25		MW	0101-6500-0-4301-5770-1110-650	487.61
82 00273452	V8204532	AMAZON.COM CORPORATE CREDIT	03/28/25		MW	0101-6500-0-4308-5001-2100-650	283.14
82 00273452	V8204532	AMAZON.COM CORPORATE CREDIT	03/28/25		MW	0101-6500-0-4301-5750-1190-650	782.86
82 00273452	V8204532	AMAZON.COM CORPORATE CREDIT	03/28/25		MW	0101-6762-0-4301-1110-1000-200	235.54
82 00273452	V8204532	AMAZON.COM CORPORATE CREDIT	03/28/25		MW	0101-6762-0-4301-1110-1000-390	350.02
82 00273452	V8204532	AMAZON.COM CORPORATE CREDIT	03/28/25		MW	0101-6762-0-4301-1110-1000-621	4,147.18
82 00273452	V8204532	AMAZON.COM CORPORATE CREDIT	03/28/25		MW	0101-6770-0-4301-1110-1000-100	5,014.52
82 00273452	V8204532	AMAZON.COM CORPORATE CREDIT	03/28/25		MW	0101-6770-0-4301-1110-1000-170	195.08
00273452	V8204532	AMAZON.COM CORPORATE CREDIT	03/28/25		MW	0101-8150-0-4313-0000-8110-320	243.67
00273452	V8204532	AMAZON.COM CORPORATE CREDIT	03/28/25		MW	0101-8150-0-4313-0000-8110-470	150.04
00273452	V8204532	AMAZON.COM CORPORATE CREDIT	03/28/25		MW	0101-8150-0-4313-0000-8110-850	62.97
00273452	V8204532	AMAZON.COM CORPORATE CREDIT	03/28/25		MW	0101-9017-0-4301-1110-1000-100	181.72
00273452	V8204532	AMAZON.COM CORPORATE CREDIT	03/28/25		MW	0101-9017-0-4301-1110-1000-110	418.32
00273452	V8204532	AMAZON.COM CORPORATE CREDIT	03/28/25		MW	0101-9017-0-4301-1110-1000-490	62.56

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82 00273453	V8201624	B & H PHOTO VIDEO	03/28/25		MW	0101-6762-0-4301-1110-1000-621	52.16
82 00273453	V8201624	B & H PHOTO VIDEO	03/28/25		MW	0101-6762-0-4410-1110-1000-621	648.16
82 00273454	E8202498	BARTON, SARAH	03/28/25		MW	0101-0003-0-4338-0000-2700-210	97.55
82 00273455	E8203853	BURNETT, THOMAS	03/28/25		MW	0101-0004-0-5220-1110-1000-810	44.94
82 00273456	V8200332	COSTCO WHOLESALE	03/28/25		MW	0101-9017-0-4301-1110-1000-240	795.57
82 00273457	V8210309	DEL SOL SCHOOL	03/28/25		MW	0101-6500-0-5150-5750-1180-650	16,074.00
82 00273458	V8211023	ECE 4 AUTISM	03/28/25		MW	0101-6500-0-5150-5750-1180-650	8,915.49
82 00273459	V8210752	EMERALD COVE OUTDOOR SCIENCE I	03/28/25		MW	0101-9015-0-5816-1110-1000-410	42,914.35
82 00273460	E8203874	FISHER, LAURA	03/28/25		MW	0101-0003-0-5240-1110-1000-400	228.41
82 00273461	V8200493	GLASBY MAINTENANCE SUPPLY	03/28/25		MW	0101-0004-0-4410-0000-8210-840	2,242.82
82 00273461	V8200493	GLASBY MAINTENANCE SUPPLY	03/28/25		MW	0101-3310-0-4301-5750-1130-650	15.19
82 00273462	V8200658	GRAY, TRISHA	03/28/25		MW	0101-9017-0-4301-1110-1000-500	129.51
82 00273463	V8210211	IMPERIAL BAND INSTRUMENTS	03/28/25		MW	0101-6762-0-6490-1110-1000-621	12,076.62
82 00273463	V8210211	IMPERIAL BAND INSTRUMENTS	03/28/25		MW	0101-6762-0-4410-1110-1000-621	20,107.23
82 00273463	V8210211	IMPERIAL BAND INSTRUMENTS	03/28/25		MW	0101-6762-0-6490-1110-1000-621	6,038.31
82 00273464	V8206781	LANGUAGE NETWORK INC	03/28/25		MW	0101-6500-0-5810-5760-1110-650	432.78
82 00273465	V8204744	M H S	03/28/25		MW	0101-9108-0-4305-5001-2100-650	1,442.21
82 00273466	V8200723	N O C R O P	03/28/25		MW	0101-0000-0-7143-0000-9200-990	214,382.00
82 00273466	V8200723	N O C R O P	03/28/25		MW	0101-6387-0-7143-3800-9200-646	24,500.80
82 00273467	E8204448	OKIN, REBECCA	03/28/25		MW	0101-0003-0-4301-1110-1000-130	515.89
82 00273468	V8213850	OLIVE CREST ACADEMY	03/28/25		MW	0101-6500-0-5150-5750-1180-650	5,166.90
82 00273468	V8213850	OLIVE CREST ACADEMY	03/28/25		MW	0101-6500-0-5851-5001-3600-650	1,249.02
82 00273469	V8214626	PEAC SOLUTIONS	03/28/25		MW	0101-0003-0-5640-1110-1000-100	80.98
82 00273469	V8214626	PEAC SOLUTIONS	03/28/25		MW	0101-0003-0-5640-1110-1000-240	87.26
82 00273469	V8214626	PEAC SOLUTIONS	03/28/25		MW	0101-0003-0-5640-1110-1000-250	602.27
82 00273469	V8214626	PEAC SOLUTIONS	03/28/25		MW	0101-0003-0-5640-1110-1000-310	75.38
82 00273470	V8200399	POIRIER, RACHEL	03/28/25		MW	0101-3550-0-5240-3800-1000-646	218.29
82 00273471	E8203047	POLCHOW, DOMINIQUE A	03/28/25		MW	0101-0003-0-5815-1110-1000-170	96.00
82 00273472	V8200844	PRO ED INC	03/28/25		MW	0101-6500-0-4305-5770-1190-650	356.26
82 00273473	E8201580	SEITZ, PHILIP A	03/28/25		MW	0101-6762-0-5240-1110-1000-600	70.15
82 00273474	V8211126	SENECA FAMILY OF AGENCIES	03/28/25		MW	0101-6500-0-5851-5750-1180-650	4,106.97
00273475	V8211658	SMART & FINAL	03/28/25		MW	0101-9017-0-4301-1110-1000-230	85.51
00273476	V8211658	SMART & FINAL	03/28/25		MW	0101-2600-0-4301-1110-1000-670	195.41
00273477	V8200955	SO CALIF GAS CO	03/28/25		MW	0101-0001-0-5530-1110-8200-990	11,935.91
00273478	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	03/28/25		MW	0101-0003-0-4301-1110-1000-140	90.30
00273478	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	03/28/25		MW	0101-0003-0-4301-1110-1000-170	141.57
00273478	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	03/28/25		MW	0101-0003-0-4301-1110-1000-230	168.48

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82 00273478	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	03/28/25		MW	0101-0003-0-4301-1110-1000-340	197.47
82 00273478	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	03/28/25		MW	0101-0003-0-4301-1110-1000-390	228.35
82 00273478	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	03/28/25		MW	0101-0003-0-4301-1110-1000-480	58.53
82 00273478	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	03/28/25		MW	0101-0003-0-4301-1110-1000-510	21.81
82 00273478	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	03/28/25		MW	0101-0003-0-4308-0000-2700-130	35.34
82 00273478	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	03/28/25		MW	0101-0004-0-4308-1110-1000-706	134.69
82 00273478	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	03/28/25		MW	0101-0791-0-4301-1110-1000-250	184.59
82 00273478	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	03/28/25		MW	0101-2600-0-4301-1110-1000-670	96.16
82 00273479	E8204074	VANDERHOOK, APRIL	03/28/25		MW	0101-9017-0-4301-1110-1000-130	150.73
82 00273480	E8202564	YOUNG, MICHAEL	03/28/25		MW	0101-0004-0-4338-1110-1000-640	79.99
82 00273481	V8214343	ZEN EDUCATE INC	03/28/25		MW	0101-2600-0-5110-1110-1000-670	5,751.42
82 00273484	V8200571	A LATENT IMPRESSION	04/02/25		MW	0101-2600-0-5810-1110-1000-670	370.00
82 00273484	V8200571	A LATENT IMPRESSION	04/02/25		MW	0101-6500-0-5810-5001-2100-650	444.00
82 00273485	V8214566	AFTER SCHOOL MUSIC ACADEMY LLC	04/02/25		MW	0101-6770-0-5810-1110-1000-672	11,100.00
82 00273486	E8200142	AGUILAR, GINA M	04/02/25		MW	0101-0003-0-4301-1110-1000-120	260.51
82 00273487	E8204438	AGUILAR, NAYELY	04/02/25		MW	0101-0791-0-5220-1110-1000-706	54.04
82 00273488	E8203471	ALFARO, ALESSANDRA	04/02/25		MW	0101-0004-0-5240-1110-1000-706	186.00
82 00273489	V8212370	ALONTI CAFE & CATERING	04/02/25		MW	0101-6387-0-4338-3800-1000-646	605.37
82 00273490	V8209789	ALVAS LLC	04/02/25		MW	0101-6762-0-4301-1110-1000-621	1,966.20
82 00273490	V8209789	ALVAS LLC	04/02/25		MW	0101-6762-0-4410-1110-1000-621	4,715.40
82 00273491	V8214366	AMERGIS HEALTHCARE STAFFING IN	04/02/25		MW	0101-2600-0-5110-1110-1000-670	12,573.68
82 00273491	V8214366	AMERGIS HEALTHCARE STAFFING IN	04/02/25		MW	0101-6500-0-5151-5770-1180-650	16,599.89
82 00273492	V8201867	ANIXTER DISTRIBUTION	04/02/25		MW	0101-8150-0-4313-0000-8110-850	79.32
82 00273493	V8200146	ATKINSON ANDEL LOYA RUUD & ROM	04/02/25		MW	0101-0001-0-5807-0000-7200-990	54,207.13
82 00273494	V8205929	AVID CENTER	04/02/25		MW	0101-3010-0-5240-1110-1000-120	1,300.00
82 00273495	V8200161	B & M LAWN & GARDEN CENTER	04/02/25		MW	0101-0004-0-4313-0000-8220-845	621.36
82 00273495	V8200161	B & M LAWN & GARDEN CENTER	04/02/25		MW	0101-0004-0-5660-0000-8220-845	1,299.34
82 00273496	V8200009	CALIF WEEKLY EXPLORER INC	04/02/25		MW	0101-9017-0-5821-1110-1000-330	857.99
82 00273496	V8200009	CALIF WEEKLY EXPLORER INC	04/02/25		MW	0101-9017-0-5821-1110-1000-340	857.99
82 00273497	E8204449	CANCHOLA, CHRISTOPHER	04/02/25		MW	0101-3550-0-5240-3800-1000-646	269.05
82 00273498	V8214512	CHATTERBOXES	04/02/25		MW	0101-9108-0-5810-5770-1190-650	5,655.00
00273499	V8212180	CINTAS CORPORATION	04/02/25		MW	0101-0004-0-5640-0000-7540-832	105.00
00273500	V8213939	CNJ ASSOCIATES	04/02/25		MW	0101-2600-0-5110-1110-1000-670	30,600.00
00273501	V8200332	COSTCO WHOLESALE	04/02/25		MW	0101-0004-0-4338-1110-2100-706	154.17
00273501	V8200332	COSTCO WHOLESALE	04/02/25		MW	0101-5630-0-4301-1110-1000-706	2,023.33
00273502	V8210309	DEL SOL SCHOOL	04/02/25		MW	0101-6500-0-5150-5750-1180-650	16,652.00
00273503	E8203385	DOMINGUEZ, REBECCA	04/02/25		MW	0101-6762-0-5220-1110-1000-621	43.68

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82 00273504	E8200236	EDMONDSON, SHARON M	04/02/25		MW	0101-6762-0-5220-1110-1000-621	84.00
82 00273505	V8213697	ENERGYCAP LLC	04/02/25		MW	0101-0008-0-5815-0000-8200-805	7,045.94
82 00273506	E8200235	EVANS, JEFFREY P	04/02/25		MW	0101-6762-0-5220-1110-1000-621	46.55
82 00273507	E8202840	FABRIZIO, DAVID	04/02/25		MW	0101-0723-0-5240-1110-3600-865	68.79
82 00273508	V8200438	FEDERAL EXPRESS	04/02/25		MW	0101-6500-0-5930-5001-2100-650	118.89
82 00273509	V8200444	FISHER SCIENTIFIC LLC	04/02/25		MW	0101-0003-0-4301-1110-1000-100	298.39
82 00273510	E8203876	FOULADI, JENNIFER	04/02/25		MW	0101-0004-0-5220-1110-2100-635	130.06
82 00273511	E8203324	GANGANO, TALIA R	04/02/25		MW	0101-6500-0-5220-5770-1190-650	70.63
82 00273512	V8206192	GEORGE BRYANT CONSTRUCTION INC	04/02/25		MW	0101-8150-0-5690-0000-8110-850	475.00
82 00273513	V8200493	GLASBY MAINTENANCE SUPPLY	04/02/25		MW	0101-0003-0-4309-1110-8200-110	21.15
82 00273513	V8200493	GLASBY MAINTENANCE SUPPLY	04/02/25		MW	0101-0003-0-4309-1110-8200-330	125.15
82 00273513	V8200493	GLASBY MAINTENANCE SUPPLY	04/02/25		MW	0101-0003-0-4309-1110-8200-440	85.87
82 00273513	V8200493	GLASBY MAINTENANCE SUPPLY	04/02/25		MW	0101-0003-0-4309-1110-8200-480	1,669.69
82 00273513	V8200493	GLASBY MAINTENANCE SUPPLY	04/02/25		MW	0101-0003-0-4309-1110-8200-530	827.20
82 00273513	V8200493	GLASBY MAINTENANCE SUPPLY	04/02/25		MW	0101-0004-0-4313-0000-8210-840	792.45
82 00273514	V8214229	GOLDEN WEST SECURITY SUPPLY CO	04/02/25		MW	0101-8150-0-5690-0000-8110-850	45.79
82 00273515	V8200500	GRAINGER	04/02/25		MW	0101-8150-0-4313-0000-8110-850	99.67
82 00273516	E8204235	GUTIERREZ, CHRISTIE	04/02/25		MW	0101-0723-0-5240-1110-3600-865	20.45
82 00273517	E8200790	GUTIERREZ, SANDRA C	04/02/25		MW	0101-6500-0-5220-5770-1190-650	39.06
82 00273518	V8214561	H2I GROUP INC	04/02/25		MW	0101-6387-0-4301-3800-1000-646	5,212.96
82 00273519	V8203675	HAL LEONARD CORP	04/02/25		MW	0101-6762-0-4301-1110-1000-621	468.11
82 00273520	V8208315	HARBOTTLE LAW GROUP	04/02/25		MW	0101-6500-0-5807-5001-2100-650	15,448.84
82 00273521	V8200529	HARDY & HARPER INC	04/02/25		MW	0101-2600-0-6274-0000-8500-430	6,500.00
82 00273522	V8214394	HARMONY AUDITORY VERBAL THERAP	04/02/25		MW	0101-6500-0-5810-5750-1110-650	290.00
82 00273523	V8200537	HEATING & COOLING SUPPLY INC	04/02/25		MW	0101-8150-0-4313-0000-8110-850	277.76
82 00273524	E8201347	HEPPS, MARIA T	04/02/25		MW	0101-0004-0-5220-1110-2100-635	33.60
82 00273525	E8202118	HIRAGA-NITZEL, PATRICIA S	04/02/25		MW	0101-0004-0-5220-1110-3140-705	106.82
82 00273526	V8200542	HIRSCH PIPE & SUPPLY CO	04/02/25		MW	0101-8150-0-4313-0000-8110-850	1,682.38
82 00273527	V8200543	HITT MARKING DEVICES INC	04/02/25		MW	0101-0003-0-4301-1110-1000-130	12.99
82 00273528	V8200547	HOME DEPOT	04/02/25		MW	0101-0004-0-4343-1110-1000-810	131.78
82 00273528	V8200547	HOME DEPOT	04/02/25		MW	0101-8150-0-4313-0000-8110-850	364.10
00273529	V8213184	HOPE INC	04/02/25		MW	0101-6500-0-4305-5770-1190-650	12.00
00273530	V8213269	HOULIHAN, PATRICIA K	04/02/25		MW	0101-6500-0-5810-5770-1190-650	480.00
00273531	E8203801	IGUCHI, JORDAN	04/02/25		MW	0101-6500-0-5220-5770-1190-650	21.31
00273532	V8200561	IMPERIAL SPRINKLER SUPPLY INC	04/02/25		MW	0101-0004-0-4313-0000-8220-845	259.44
00273533	V8203533	IRVINE THERAPY SERVICES	04/02/25		MW	0101-6500-0-5810-5770-1190-650	1,990.00
00273534	V8200227	JDS INDUSTRIES INC	04/02/25		MW	0101-0004-0-4308-0000-7550-831	121.64

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82 00273535	V8214509	JOHNSON, AMBER	04/02/25		MW	0101-6500-0-5157-5750-1180-650	422.10
82 00273536	V8201171	KELLY SPICERS INC.	04/02/25		MW	0101-0004-0-4308-0000-7550-831	1,438.05
82 00273537	V8200696	KLINER, AMY	04/02/25		MW	0101-0004-0-5220-1110-3140-705	78.33
82 00273538	E8204450	KOLLENBORN, NANCY	04/02/25		MW	0101-0791-0-5220-1110-1000-706	55.30
82 00273539	E8200341	LAPORTE, PAUL D	04/02/25		MW	0101-0791-0-5220-1110-2100-625	77.84
82 00273540	V8212799	LEARNING WITHOUT TEARS	04/02/25		MW	0101-0004-0-4301-1110-1000-635	291.75
82 00273541	V8200626	LECTORUM PUBLICATIONS INC	04/02/25		MW	0101-0004-0-4301-1110-1000-635	197.73
82 00273542	E8202877	LIN, WILLIAM	04/02/25		MW	0101-0004-0-5220-1110-2100-635	106.54
82 00273543	E8200245	LLEWELLYN JR., RAYMOND T	04/02/25		MW	0101-6762-0-5220-1110-1000-621	77.70
82 00273544	E8203103	LOPEZ, JENNIFER N	04/02/25		MW	0101-0004-0-5220-1110-3140-705	72.38
82 00273545	V8201785	MAGNATAG VISIBLE SYSTEMS	04/02/25		MW	0101-0004-0-4308-1110-2100-635	84.59
82 00273546	V8214431	MANN, JON	04/02/25		MW	0101-6762-0-5220-1110-1000-621	117.67
82 00273547	E8201111	MATSON, JON S	04/02/25		MW	0101-5630-0-5220-1110-3110-706	227.71
82 00273548	V8200679	MCFADDEN DALE HARDWARE	04/02/25		MW	0101-0004-0-4313-0000-8220-845	42.13
82 00273548	V8200679	MCFADDEN DALE HARDWARE	04/02/25		MW	0101-8150-0-4313-0000-8110-850	174.64
82 00273549	V8213445	NATOCI, KAREN O	04/02/25		MW	0101-6500-0-5810-5770-1190-650	150.00
82 00273550	V8208830	NINYO & MOORE GEOTECHNICAL ENV	04/02/25		MW	0101-2600-0-6280-0000-8500-320	3,064.75
82 00273550	V8208830	NINYO & MOORE GEOTECHNICAL ENV	04/02/25		MW	0101-2600-0-6280-0000-8500-310	759.25
82 00273551	V8211833	NUSIGN SUPPLY LLC	04/02/25		MW	0101-0004-0-4308-0000-7550-831	38.59
82 00273552	E8202883	OKUNO, MARTHA I	04/02/25		MW	0101-6500-0-5220-5770-1190-650	132.86
82 00273553	V8214626	PEAC SOLUTIONS	04/02/25		MW	0101-0003-0-5640-1110-1000-330	600.46
82 00273554	V8205966	PEARSON EDUCATION	04/02/25		MW	0101-9108-0-4305-5001-2100-650	426.15
82 00273555	V8200247	PERMA BOUND	04/02/25		MW	0101-0003-0-4210-1110-1000-240	329.66
82 00273556	V8207666	PEST OPTIONS INC	04/02/25		MW	0101-0004-0-5670-0000-8210-840	164.65
82 00273557	V8211604	POWER PLUS	04/02/25		MW	0101-8150-0-4313-0000-8110-850	4,752.17
82 00273558	V8204752	PROFESSIONAL TUTORS OF AMERICA	04/02/25		MW	0101-6500-0-5151-5770-1190-650	776.00
82 00273559	V8214577	QUADIENT LEASING USA INC	04/02/25		MW	0101-0004-0-7438-0000-9100-832	3,336.21
82 00273560	E8202547	RANDALL, JAMIE M	04/02/25		MW	0101-0003-0-4301-5750-1110-441	174.93
82 00273561	V8214052	REECE PLUMBING	04/02/25		MW	0101-8150-0-4313-0000-8110-850	468.71
82 00273562	V8200869	REFRIGERATION SUPPLIES DIST	04/02/25		MW	0101-8150-0-4313-0000-8110-850	2,203.02
82 00273563	E8203099	RETA, JENAFER D	04/02/25		MW	0101-6300-0-4301-1110-1000-640	90.82
00273564	V8200179	S & S WORLDWIDE INC	04/02/25		MW	0101-0004-0-4311-0000-7540-832	179.43
00273565	E8203252	SALIBY, GEORGE B	04/02/25		MW	0101-0723-0-5240-1110-3600-865	99.76
00273566	E8203368	SANTANGELO, GINA	04/02/25		MW	0101-0004-0-5220-1110-3140-705	114.66
00273567	V8213352	SAVVAS LEARNING COMPANY LLC	04/02/25		MW	0101-6300-0-4110-1110-1000-640	73.49
00273568	V8200921	SCHOOL HEALTH CORP	04/02/25		MW	0101-0004-0-4301-1110-3140-705	160.15
00273569	V8200430	SCHOOL SERVICES OF CALIF	04/02/25		MW	0101-2600-0-5240-1110-2100-670	275.00

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82 00273570	V8200932	SECO ELECTRIC & LIGHTING	04/02/25		MW	0101-8150-0-5690-0000-8110-850	1,225.47
82 00273571	V8209413	SERVPRO OF DOWNEY	04/02/25		MW	0101-8150-0-5690-0000-8110-210	16,254.62
82 00273572	V8210807	SILVER LINING TRAVEL	04/02/25		MW	0101-6762-0-5240-1110-1000-621	120.00
82 00273573	V8200949	SMART & FINAL	04/02/25		MW	0101-0791-0-4338-1110-2495-250	80.35
82 00273574	V8200954	SO CALIF EDISON CO	04/02/25		MW	0101-0001-0-5540-1110-8200-990	4,206.79
82 00273575	V8200955	SO CALIF GAS CO	04/02/25		MW	0101-0001-0-5530-1110-8200-990	12,514.95
82 00273576	V8211143	SOLIANT HEALTH LLC	04/02/25		MW	0101-6500-0-5151-5770-1190-650	7,800.00
82 00273577	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/02/25		MW	0101-0003-0-4301-1110-1000-100	477.23
82 00273577	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/02/25		MW	0101-0003-0-4301-1110-1000-230	31.67
82 00273577	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/02/25		MW	0101-0003-0-4301-1110-1000-400	202.21
82 00273577	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/02/25		MW	0101-0003-0-4301-1110-1000-530	4.55
82 00273577	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/02/25		MW	0101-0004-0-4308-1110-2100-600	185.98
82 00273578	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/02/25		MW	0101-0003-0-4301-1110-1000-210	93.48
82 00273578	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/02/25		MW	0101-6762-0-4301-1110-1000-621	-41.86
82 00273579	V8214212	SUNBURST WINDOW COVERINGS	04/02/25		MW	0101-8150-0-4313-0000-8110-850	304.89
82 00273580	V8206263	SUPER SIGNMART	04/02/25		MW	0101-0004-0-4308-0000-7550-831	1,527.49
82 00273581	V8201006	SUPPLYMASTER INC	04/02/25		MW	0101-0003-0-4308-0000-2700-390	232.62
82 00273581	V8201006	SUPPLYMASTER INC	04/02/25		MW	0101-0003-0-4301-1110-1000-130	527.87
82 00273581	V8201006	SUPPLYMASTER INC	04/02/25		MW	0101-0003-0-4301-1110-1000-240	661.76
82 00273581	V8201006	SUPPLYMASTER INC	04/02/25		MW	0101-0003-0-4301-1110-1000-340	241.25
82 00273581	V8201006	SUPPLYMASTER INC	04/02/25		MW	0101-0003-0-4301-1110-1000-510	266.82
82 00273581	V8201006	SUPPLYMASTER INC	04/02/25		MW	0101-0003-0-4308-0000-2700-130	364.67
82 00273581	V8201006	SUPPLYMASTER INC	04/02/25		MW	0101-3315-0-4301-5730-1110-650	179.41
82 00273581	V8201006	SUPPLYMASTER INC	04/02/25		MW	0101-6500-0-4301-5770-1120-650	123.90
82 00273581	V8201006	SUPPLYMASTER INC	04/02/25		MW	0101-6500-0-4343-5770-1120-650	236.36
82 00273582	V8214569	THE COOKIE ELEMENT	04/02/25		MW	0101-6500-0-4338-5001-2100-650	259.50
82 00273583	V8201524	U S AIRCONDITIONING DISTRIBUTO	04/02/25		MW	0101-8150-0-4313-0000-8110-850	95.90
82 00273584	V8201595	UNITED PARCEL SERVICE	04/02/25		MW	0101-0004-0-4308-0000-7300-815	36.00
82 00273584	V8201595	UNITED PARCEL SERVICE	04/02/25		MW	0101-0008-0-4308-0000-8200-805	21.89
82 00273585	V8213682	VBO TICKETS INC	04/02/25		MW	0101-0008-0-6412-0000-8200-111	358.05
82 00273586	V8205738	VISTA PAINT	04/02/25		MW	0101-8150-0-4313-0000-8110-850	368.68
00273587	V8214042	VISUAL EDGE IT INC	04/02/25		MW	0101-0003-0-5660-1110-1000-130	737.04
00273587	V8214042	VISUAL EDGE IT INC	04/02/25		MW	0101-0003-0-5660-1110-1000-140	925.53
00273587	V8214042	VISUAL EDGE IT INC	04/02/25		MW	0101-0003-0-5660-1110-1000-360	353.40
00273587	V8214042	VISUAL EDGE IT INC	04/02/25		MW	0101-0004-0-5660-0000-7300-815	173.19
00273587	V8214042	VISUAL EDGE IT INC	04/02/25		MW	0101-0004-0-5660-0000-7400-730	168.63
00273587	V8214042	VISUAL EDGE IT INC	04/02/25		MW	0101-0004-0-7438-1110-9100-831	412.51

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82 00273587	V8214042	VISUAL EDGE IT INC	04/02/25		MW	0101-0791-0-5660-1110-1000-625	19.91
82 00273587	V8214042	VISUAL EDGE IT INC	04/02/25		MW	0101-6500-0-5660-5001-2100-650	40.27
82 00273588	E8202005	VOLLAND-CHAPLUK, MARY R	04/02/25		MW	0101-6300-0-4301-1110-1000-685	38.73
82 00273589	V8201091	WALTERS WHOLESALE ELECTRIC	04/02/25		MW	0101-8150-0-4313-0000-8110-850	665.42
82 00273590	V8213822	WESTERN DRAIN SUPPLY	04/02/25		MW	0101-8150-0-4313-0000-8110-850	140.08
82 00273591	V8214516	WESTLAKE HARDWARE INC	04/02/25		MW	0101-8150-0-4313-0000-8110-850	369.70
82 00273592	E8204249	WESTON, KEITH	04/02/25		MW	0101-0723-0-5240-1110-3600-865	99.65
82 00273593	V8201132	YORBA LINDA WATER DISTRICT	04/02/25		MW	0101-0001-0-5550-1110-8200-990	958.47
82 00273594	V8214343	ZEN EDUCATE INC	04/02/25		MW	0101-6500-0-5151-5770-1180-650	12,684.05
82 00273607	V8200571	A LATENT IMPRESSION	04/03/25		MW	0101-2600-0-5810-1110-1000-670	148.00
82 00273609	V8204532	AMAZON.COM CORPORATE CREDIT	04/03/25		MW	0101-0003-0-4308-0000-2700-410	119.60
82 00273609	V8204532	AMAZON.COM CORPORATE CREDIT	04/03/25		MW	0101-0003-0-4301-1110-1000-110	820.19
82 00273609	V8204532	AMAZON.COM CORPORATE CREDIT	04/03/25		MW	0101-0003-0-4301-1110-1000-130	127.54
82 00273609	V8204532	AMAZON.COM CORPORATE CREDIT	04/03/25		MW	0101-0003-0-4301-1110-1000-130	167.94
82 00273609	V8204532	AMAZON.COM CORPORATE CREDIT	04/03/25		MW	0101-0003-0-4210-1110-1000-200	308.03
82 00273609	V8204532	AMAZON.COM CORPORATE CREDIT	04/03/25		MW	0101-0003-0-4301-1110-1000-200	377.47
82 00273609	V8204532	AMAZON.COM CORPORATE CREDIT	04/03/25		MW	0101-0003-0-4301-1110-1000-200	135.95
82 00273609	V8204532	AMAZON.COM CORPORATE CREDIT	04/03/25		MW	0101-0003-0-4301-1110-1000-230	103.38
82 00273609	V8204532	AMAZON.COM CORPORATE CREDIT	04/03/25		MW	0101-0003-0-4301-1110-1000-240	151.04
82 00273609	V8204532	AMAZON.COM CORPORATE CREDIT	04/03/25		MW	0101-0003-0-4301-1110-1000-240	28.23
82 00273609	V8204532	AMAZON.COM CORPORATE CREDIT	04/03/25		MW	0101-0003-0-4343-1110-1000-350	210.61
82 00273609	V8204532	AMAZON.COM CORPORATE CREDIT	04/03/25		MW	0101-0003-0-4343-1110-1000-360	325.16
82 00273609	V8204532	AMAZON.COM CORPORATE CREDIT	04/03/25		MW	0101-0003-0-4301-5750-1110-440	36.96
82 00273609	V8204532	AMAZON.COM CORPORATE CREDIT	04/03/25		MW	0101-0003-0-4301-1110-1000-210	592.02
82 00273609	V8204532	AMAZON.COM CORPORATE CREDIT	04/03/25		MW	0101-0004-0-4343-1110-1000-810	978.00
82 00273609	V8204532	AMAZON.COM CORPORATE CREDIT	04/03/25		MW	0101-0791-0-4210-1110-1000-360	230.23
82 00273609	V8204532	AMAZON.COM CORPORATE CREDIT	04/03/25		MW	0101-0791-0-4210-1110-1000-430	343.20
82 00273609	V8204532	AMAZON.COM CORPORATE CREDIT	04/03/25		MW	0101-2600-0-4301-1110-1000-670	434.04
82 00273609	V8204532	AMAZON.COM CORPORATE CREDIT	04/03/25		MW	0101-3315-0-4301-5730-1110-650	42.38
82 00273609	V8204532	AMAZON.COM CORPORATE CREDIT	04/03/25		MW	0101-4127-0-4301-1110-1000-706	131.18
82 00273609	V8204532	AMAZON.COM CORPORATE CREDIT	04/03/25		MW	0101-6387-0-4301-3800-1000-646	495.07
00273609	V8204532	AMAZON.COM CORPORATE CREDIT	04/03/25		MW	0101-6500-0-4301-5750-1190-650	447.00
00273609	V8204532	AMAZON.COM CORPORATE CREDIT	04/03/25		MW	0101-6500-0-4301-5770-1120-650	914.42
00273609	V8204532	AMAZON.COM CORPORATE CREDIT	04/03/25		MW	0101-6500-0-4301-5770-1190-650	53.77
00273609	V8204532	AMAZON.COM CORPORATE CREDIT	04/03/25		MW	0101-6500-0-4301-5770-1110-650	366.21
00273609	V8204532	AMAZON.COM CORPORATE CREDIT	04/03/25		MW	0101-6500-0-4301-5750-1190-650	665.47
00273609	V8204532	AMAZON.COM CORPORATE CREDIT	04/03/25		MW	0101-6762-0-4210-1110-1000-390	297.20

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82 00273609	V8204532	AMAZON.COM CORPORATE CREDIT	04/03/25		MW	0101-6762-0-4301-1110-1000-390	576.95
82 00273609	V8204532	AMAZON.COM CORPORATE CREDIT	04/03/25		MW	0101-6762-0-4301-1110-1000-340	770.55
82 00273609	V8204532	AMAZON.COM CORPORATE CREDIT	04/03/25		MW	0101-6762-0-4301-1110-1000-621	6,365.14
82 00273609	V8204532	AMAZON.COM CORPORATE CREDIT	04/03/25		MW	0101-6762-0-4301-1110-1000-621	156.48
82 00273609	V8204532	AMAZON.COM CORPORATE CREDIT	04/03/25		MW	0101-6770-0-4301-1110-1000-170	325.80
82 00273609	V8204532	AMAZON.COM CORPORATE CREDIT	04/03/25		MW	0101-8150-0-4313-0000-8110-850	434.40
82 00273610	V8200146	ATKINSON ANDEL LOYA RUUD & ROM	04/03/25		MW	0101-0004-0-5807-1110-1000-646	299.00
82 00273611	E8203358	BULTSMA, LORI L	04/03/25		MW	0101-0000-0-8699-0000-0000-000	58.76
82 00273612	V8200009	CALIF WEEKLY EXPLORER INC	04/03/25		MW	0101-9017-0-5821-1110-1000-330	482.99
82 00273613	E8200020	CASABA, ROBERT A	04/03/25		MW	0101-6010-0-5220-1110-2100-670	59.57
82 00273614	E8203785	EASTMAN, ABIGAIL	04/03/25		MW	0101-0003-0-4308-0000-2700-210	146.81
82 00273615	E8202840	FABRIZIO, DAVID	04/03/25		MW	0101-0723-0-5240-1110-3600-865	42.02
82 00273616	E8204310	FIEN, SAMANTHA	04/03/25		MW	0101-0004-0-5220-1110-3140-705	59.92
82 00273617	V8200957	GOLDEN STATE WATER COMPANY	04/03/25		MW	0101-0001-0-5550-1110-8200-990	46,296.21
82 00273618	V8202364	HERITAGE MUSEUM OF ORANGE COUN	04/03/25		MW	0101-9017-0-5816-1110-1000-480	750.00
82 00273619	V8200547	HOME DEPOT	04/03/25		MW	0101-0003-0-4309-1110-8200-100	86.07
82 00273619	V8200547	HOME DEPOT	04/03/25		MW	0101-0723-0-5240-1110-3600-865	57.73
82 00273619	V8200547	HOME DEPOT	04/03/25		MW	0101-9017-0-4301-1110-1000-110	39.86
82 00273620	V8210211	IMPERIAL BAND INSTRUMENTS	04/03/25		MW	0101-6762-0-5660-1110-1000-621	428.31
82 00273621	V8200574	IRVINE PARK RAILROAD	04/03/25		MW	0101-9017-0-5816-1110-1000-410	336.00
82 00273622	V8200579	J W PEPPER OF LOS ANGELES	04/03/25		MW	0101-0003-0-4301-1110-1000-140	46.87
82 00273623	E8204451	JACINTO, ALICIA	04/03/25		MW	0101-0791-0-5240-1110-1000-100	28.84
82 00273624	V8201462	MISSION SAN JUAN CAPISTRANO	04/03/25		MW	0101-9017-0-5816-1110-1000-450	1,260.00
82 00273625	V8214031	ORANGE CIRCLE SPEECH SERVICES	04/03/25		MW	0101-9108-0-5810-5770-1190-650	10,989.00
82 00273626	V8200764	ORANGE COUNTY DEPT OF ED	04/03/25		MW	0101-6500-0-5155-5750-1110-650	68,954.20
82 00273627	V8204634	ORANGE COUNTY ZOO	04/03/25		MW	0101-9017-0-5816-1110-1000-410	120.00
82 00273628	V8200775	OUTREACH CONCERN INC	04/03/25		MW	0101-0791-0-5810-1110-1000-705	21,150.00
82 00273629	V8214626	PEAC SOLUTIONS	04/03/25		MW	0101-0003-0-5640-1110-1000-320	409.94
82 00273630	V8200247	PERMA BOUND	04/03/25		MW	0101-0003-0-4210-1110-1000-490	232.13
82 00273630	V8200247	PERMA BOUND	04/03/25		MW	0101-0004-0-4210-1110-1000-635	72.12
82 00273630	V8200247	PERMA BOUND	04/03/25		MW	0101-9017-0-4210-1110-1000-490	242.79
00273631	V8213066	RIVERSIDE INSIGHTS	04/03/25		MW	0101-6500-0-4305-5770-1190-650	6,962.51
00273632	V8200921	SCHOOL HEALTH CORP	04/03/25		MW	0101-0004-0-4301-1110-3140-705	1,181.09
00273633	V8210807	SILVER LINING TRAVEL	04/03/25		MW	0101-9017-0-5240-1110-1000-200	1,960.00
00273634	V8210222	SINGER MUSIC	04/03/25		MW	0101-6762-0-4301-1110-1000-621	304.48
00273635	V8200954	SO CALIF EDISON CO	04/03/25		MW	0101-0001-0-5540-1110-8200-990	42,274.12
00273636	V8200955	SO CALIF GAS CO	04/03/25		MW	0101-0001-0-5530-1110-8200-990	10,279.88

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82 00273637	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/03/25		MW	0101-0003-0-4308-0000-2700-110	93.83
82 00273637	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/03/25		MW	0101-3310-0-4301-5770-1120-650	102.01
82 00273637	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/03/25		MW	0101-3315-0-4301-5730-1110-650	546.15
82 00273637	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/03/25		MW	0101-9017-0-4308-0000-2700-110	87.62
82 00273638	E8200335	SPEED, KARRITA E	04/03/25		MW	0101-0723-0-5240-1110-3600-865	93.45
82 00273639	V8201235	STANBURY UNIFORMS INC	04/03/25		MW	0101-6762-0-4341-1110-1000-621	41,651.25
82 00273640	V8201235	STANBURY UNIFORMS INC	04/03/25		MW	0101-6762-0-4341-1110-1000-621	48,817.88
82 00273641	V8201006	SUPPLYMASTER INC	04/03/25		MW	0101-3310-0-4301-5750-1130-650	667.31
82 00273641	V8201006	SUPPLYMASTER INC	04/03/25		MW	0101-3310-0-4308-5001-2100-650	435.00
82 00273642	V8212931	TTC4SUCCESS	04/03/25		MW	0101-6500-0-5851-5750-1180-650	913.50
82 00273643	V8214303	WELLS FARGO BANK N.A.	04/03/25		MW	0101-0003-0-5650-1110-1000-420	399.68
82 00273643	V8214303	WELLS FARGO BANK N.A.	04/03/25		MW	0101-0004-0-5650-1110-1000-600	160.63
82 00273643	V8214303	WELLS FARGO BANK N.A.	04/03/25		MW	0101-0004-0-5660-1110-3140-705	122.07
82 00273644	E8204249	WESTON, KEITH	04/03/25		MW	0101-0723-0-5240-1110-3600-865	343.73
82 00273645	V8214343	ZEN EDUCATE INC	04/03/25		MW	0101-2600-0-5110-1110-1000-670	5,358.18
82 00273659	V8200078	AARDVARK CLAY & SUPPLIES INC	04/04/25		MW	0101-6770-0-4301-1110-1000-100	543.75
82 00273660	V8211313	ADAPTIVE TECH SOLUTIONS LLC	04/04/25		MW	0101-6500-0-4301-5750-1190-650	133.92
82 00273661	V8213740	AMBASSADOR AUTOMOTIVE INC	04/04/25		MW	0101-0720-0-5690-5001-3600-865	99.95
82 00273662	V8206590	APPLE COMPUTER INC	04/04/25		MW	0101-0791-0-4342-1110-1000-400	34.99
82 00273662	V8206590	APPLE COMPUTER INC	04/04/25		MW	0101-6500-0-4342-5770-1190-650	1,449.95
82 00273663	V8206590	APPLE COMPUTER INC	04/04/25		MW	0101-0004-0-4410-1110-2100-635	1,200.16
82 00273664	E8203907	BARNES, MICHELLE	04/04/25		MW	0101-6500-0-5220-5001-2100-650	42.84
82 00273665	V8206633	BEACON DAY SCHOOL	04/04/25		MW	0101-6500-0-5150-5750-1180-650	12,567.86
82 00273665	V8206633	BEACON DAY SCHOOL	04/04/25		MW	0101-6500-0-5851-5001-3600-650	1,620.00
82 00273666	V8200203	BOUND TO STAY BOUND BOOK INC	04/04/25		MW	0101-9017-0-4210-1110-1000-350	353.25
82 00273667	E8200972	CABRERA, JOSE A	04/04/25		MW	0101-0004-0-5240-1110-1000-625	32.00
82 00273668	E8204035	CAHOON, HALEY	04/04/25		MW	0101-6500-0-5220-5770-1190-650	221.69
82 00273669	V8200253	CAROLINA BIOLOGICAL SUPPLY CO	04/04/25		MW	0101-0005-0-4301-1110-1000-100	318.42
82 00273669	V8200253	CAROLINA BIOLOGICAL SUPPLY CO	04/04/25		MW	0101-6300-0-4301-1110-1000-640	59.28
82 00273670	V8200258	CDW G INC	04/04/25		MW	0101-2600-0-4301-1110-1000-670	0.00
82 00273670	V8200258	CDW G INC	04/04/25		MW	0101-2600-0-4411-1110-1000-670	28,212.93
00273671	V8207014	CENTER FOR CIVIC EDUCATION	04/04/25		MW	0101-0004-0-4301-1110-1000-685	370.50
00273672	V8200267	CERTIFIED TRANS SERVICES INC	04/04/25		MW	0101-0723-0-5816-1110-3600-865	2,440.24
00273673	V8212180	CINTAS CORPORATION	04/04/25		MW	0101-0723-0-5560-5001-3600-865	191.59
00273674	V8214604	COMPLETE CARTRIDGE SUPPLY COMP	04/04/25		MW	0101-0003-0-4301-1110-1000-170	415.71
00273674	V8214604	COMPLETE CARTRIDGE SUPPLY COMP	04/04/25		MW	0101-0003-0-4301-1110-1000-330	378.00
00273675	V8200332	COSTCO WHOLESALE	04/04/25		MW	0101-0003-0-4338-0000-2700-130	277.05

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82 00273676	V8200348	CURRICULUM ASSOCIATES LLC	04/04/25		MW	0101-6500-0-4305-5770-1190-650	437.27
82 00273677	V8200119	DEMCO INC	04/04/25		MW	0101-0003-0-4301-1110-1000-130	314.34
82 00273678	V8200368	DICK BLICK ART MATERIALS	04/04/25		MW	0101-6770-0-4301-1110-1000-130	8,853.60
82 00273679	V8203393	DIGITAL TELECOMMUNICATION CORP	04/04/25		MW	0101-0004-0-5660-1110-1000-810	33,000.00
82 00273680	E8204266	DISCHIAVI, SIERRA	04/04/25		MW	0101-6762-0-5220-1110-1000-621	51.38
82 00273681	V8210818	DISCOVERY CUBE ORANGE COUNTY	04/04/25		MW	0101-6762-0-5821-1110-1000-510	543.00
82 00273681	V8210818	DISCOVERY CUBE ORANGE COUNTY	04/04/25		MW	0101-9017-0-5821-1110-1000-390	330.00
82 00273682	V8210119	FACTORY MOTOR PARTS	04/04/25		MW	0101-0004-0-4313-1110-8200-865	151.34
82 00273682	V8210119	FACTORY MOTOR PARTS	04/04/25		MW	0101-0720-0-4315-5001-3600-865	218.30
82 00273683	V8200444	FISHER SCIENTIFIC LLC	04/04/25		MW	0101-0003-0-4301-1110-1000-120	40.32
82 00273683	V8200444	FISHER SCIENTIFIC LLC	04/04/25		MW	0101-0005-0-4301-1110-1000-100	349.36
82 00273684	E8203929	FLECKENSTEIN, MARLEE	04/04/25		MW	0101-6500-0-5220-5770-1190-650	112.98
82 00273685	V8200448	FLINN SCIENTIFIC INC	04/04/25		MW	0101-0003-0-4301-1110-1000-100	141.76
82 00273686	V8210821	FUN AND FUNCTION LLC	04/04/25		MW	0101-6500-0-4301-5770-1190-650	302.56
82 00273687	V8201628	FUN SERVICES	04/04/25		MW	0101-9017-0-5810-1110-1000-240	425.00
82 00273688	E8203110	GAGNON, PAMELA D	04/04/25		MW	0101-6500-0-5220-5750-1190-650	119.14
82 00273689	E8203324	GANGANO, TALIA R	04/04/25		MW	0101-6500-0-5220-5770-1190-650	39.55
82 00273690	V8200493	GLASBY MAINTENANCE SUPPLY	04/04/25		MW	0101-0003-0-4309-1110-8200-130	267.55
82 00273690	V8200493	GLASBY MAINTENANCE SUPPLY	04/04/25		MW	0101-0003-0-4309-1110-8200-200	304.11
82 00273690	V8200493	GLASBY MAINTENANCE SUPPLY	04/04/25		MW	0101-0003-0-4309-1110-8200-490	812.28
82 00273691	E8202594	GREER, AMY M	04/04/25		MW	0101-6500-0-5220-5770-1190-650	82.25
82 00273692	V8203675	HAL LEONARD CORP	04/04/25		MW	0101-6762-0-4301-1110-1000-621	245.29
82 00273693	V8202364	HERITAGE MUSEUM OF ORANGE COUN	04/04/25		MW	0101-9017-0-5816-1110-1000-320	1,408.00
82 00273694	E8202917	HUNG, GARY	04/04/25		MW	0101-6762-0-5220-1110-1000-621	177.10
82 00273695	V8208449	IB SOURCE INC	04/04/25		MW	0101-6300-0-4110-1110-1000-640	10,201.00
82 00273696	E8203801	IGUCHI, JORDAN	04/04/25		MW	0101-6500-0-5220-5770-1190-650	169.61
82 00273697	V8209845	JACKSON'S AUTO SUPPLY	04/04/25		MW	0101-0720-0-4315-5001-3600-865	17.08
82 00273699	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/04/25		MW	0101-0003-0-5660-1110-1000-120	298.23
82 00273699	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/04/25		MW	0101-0003-0-5660-1110-1000-200	0.51
82 00273699	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/04/25		MW	0101-0003-0-5660-1110-1000-210	277.45
82 00273699	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/04/25		MW	0101-0003-0-5660-1110-1000-230	512.32
00273699	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/04/25		MW	0101-0003-0-5660-1110-1000-340	169.38
00273699	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/04/25		MW	0101-0003-0-5660-1110-1000-350	605.45
00273699	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/04/25		MW	0101-0003-0-5660-1110-1000-360	206.85
00273699	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/04/25		MW	0101-0003-0-5660-1110-1000-380	1,711.60
00273699	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/04/25		MW	0101-0003-0-5660-1110-1000-410	92.88
00273699	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/04/25		MW	0101-0003-0-5660-1110-1000-430	5.47

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82 00273699	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/04/25		MW	0101-0003-0-5660-1110-1000-450	1.23
82 00273699	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/04/25		MW	0101-0003-0-5660-1110-1000-460	69.40
82 00273699	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/04/25		MW	0101-0003-0-5660-1110-1000-480	747.73
82 00273699	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/04/25		MW	0101-0003-0-5660-1110-1000-490	327.22
82 00273699	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/04/25		MW	0101-0003-0-5660-1110-1000-500	28.58
82 00273699	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/04/25		MW	0101-0003-0-5660-1110-1000-510	603.46
82 00273699	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/04/25		MW	0101-0003-0-5660-1110-1000-520	46.44
82 00273699	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/04/25		MW	0101-0003-0-5660-1110-1000-530	6.57
82 00273699	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/04/25		MW	0101-0004-0-5660-0000-7700-810	0.53
82 00273699	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/04/25		MW	0101-0004-0-5660-1110-3140-705	87.83
82 00273699	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/04/25		MW	0101-0004-0-5660-1110-7150-700	282.24
82 00273699	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/04/25		MW	0101-0004-0-5660-1110-1000-706	1.55
82 00273699	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/04/25		MW	0101-0008-0-5660-0000-8200-805	18.73
82 00273699	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/04/25		MW	0101-0723-0-5660-1110-3600-865	69.93
82 00273699	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/04/25		MW	0101-0791-0-5660-1110-1000-625	37.73
82 00273699	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/04/25		MW	0101-0791-0-5660-1110-1000-625	33.57
82 00273699	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/04/25		MW	0101-3310-0-5660-5730-1190-650	0.43
82 00273699	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/04/25		MW	0101-0004-0-5660-1110-1000-635	87.46
82 00273699	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/04/25		MW	0101-6500-0-5660-5001-2100-650	367.94
82 00273699	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/04/25		MW	0101-6762-0-5660-1110-1000-621	10.49
82 00273700	V8206781	LANGUAGE NETWORK INC	04/04/25		MW	0101-6500-0-5810-5760-1110-650	1,072.46
82 00273701	E8203103	LOPEZ, JENNIFER N	04/04/25		MW	0101-0004-0-5220-1110-3140-705	62.93
82 00273702	E8204290	LOPEZ, MORGAN	04/04/25		MW	0101-0004-0-5220-1110-3140-705	9.45
82 00273703	E8202267	MARINO, ELAINE	04/04/25		MW	0101-6500-0-5220-5770-1190-650	147.42
82 00273704	V8200597	MASAMI, KAWANA	04/04/25		MW	0101-6500-0-5157-5750-1180-650	250.00
82 00273705	E8203575	MCGOWAN, ERIN	04/04/25		MW	0101-6500-0-5220-5770-1190-650	228.34
82 00273706	V8214491	MILESTONES THERAPY GROUP	04/04/25		MW	0101-6500-0-5810-5770-1190-650	56,257.91
82 00273707	V8200795	PARKHOUSE TIRE INC	04/04/25		MW	0101-0720-0-4312-5001-3600-865	2,258.72
82 00273707	V8200795	PARKHOUSE TIRE INC	04/04/25		MW	0101-0723-0-4312-1110-3600-865	871.98
82 00273708	V8200247	PERMA BOUND	04/04/25		MW	0101-0791-0-4210-1110-2420-420	332.07
82 00273709	V8211710	PITSCO EDUCATION LLC	04/04/25		MW	0101-9017-0-4301-1110-1000-250	63.57
00273710	V8200834	POWERSTRIDE BATTERY CO INC	04/04/25		MW	0101-0723-0-4315-1110-3600-865	404.35
00273711	V8205473	PRESIDENTS EDUC AWARDS PROG	04/04/25		MW	0101-0003-0-4301-1110-1000-360	167.09
00273712	V8212932	RETURN TO WORK PARTNERS INC	04/04/25		MW	0101-0003-0-4301-1110-1000-480	72.73
00273712	V8212932	RETURN TO WORK PARTNERS INC	04/04/25		MW	0101-0003-0-4410-1110-1000-480	800.09
00273713	V8214032	S.E.T. BASKETBALL ACADEMY LLC	04/04/25		MW	0101-2600-0-5110-1110-1000-670	21,960.00
00273714	E8203368	SANTANGELO, GINA	04/04/25		MW	0101-0004-0-5220-1110-3140-705	73.71

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82 00273715	E8204444	SAUCEDO, JUANA	04/04/25		MW	0101-6500-0-5220-5770-1190-650	91.42
82 00273716	V8214074	SCIENCE OUTSIDE	04/04/25		MW	0101-0791-0-4301-1110-1000-640	499.00
82 00273716	V8214074	SCIENCE OUTSIDE	04/04/25		MW	0101-0791-0-5815-1110-1000-640	-74.85
82 00273717	V8203736	SHAR PRODUCTS	04/04/25		MW	0101-6762-0-4301-1110-1000-621	999.93
82 00273718	V8210807	SILVER LINING TRAVEL	04/04/25		MW	0101-0004-0-5240-1110-3130-706	240.00
82 00273718	V8210807	SILVER LINING TRAVEL	04/04/25		MW	0101-0004-0-5240-1110-1000-706	120.00
82 00273718	V8210807	SILVER LINING TRAVEL	04/04/25		MW	0101-5630-0-5240-1110-1000-706	120.00
82 00273719	V8200949	SMART & FINAL	04/04/25		MW	0101-2600-0-4301-1110-1000-670	351.18
82 00273720	V8211658	SMART & FINAL	04/04/25		MW	0101-9017-0-4338-0000-2700-240	125.26
82 00273721	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/04/25		MW	0101-0003-0-4301-1110-1000-130	26.94
82 00273721	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/04/25		MW	0101-0003-0-4301-1110-1000-230	142.37
82 00273721	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/04/25		MW	0101-0003-0-4301-1110-1000-390	46.46
82 00273721	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/04/25		MW	0101-0003-0-4301-1110-1000-480	197.94
82 00273721	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/04/25		MW	0101-0003-0-4301-1110-1000-510	108.05
82 00273721	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/04/25		MW	0101-0003-0-4308-0000-2700-130	42.53
82 00273721	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/04/25		MW	0101-2600-0-4301-1110-1000-670	198.83
82 00273722	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/04/25		MW	0101-3010-0-4301-1110-1000-520	1,730.58
82 00273723	V8200586	SPERLING, EDITH	04/04/25		MW	0101-0004-0-5220-1110-3140-705	40.95
82 00273723	V8200586	SPERLING, EDITH	04/04/25		MW	0101-6500-0-5220-5770-1190-650	50.26
82 00273724	V8214204	STAGELIGHT PERFORMING ARTS	04/04/25		MW	0101-2600-0-5110-1110-1000-670	22,500.00
82 00273724	V8214204	STAGELIGHT PERFORMING ARTS	04/04/25		MW	0101-2600-0-5810-1110-1000-670	5,000.00
82 00273725	V8213265	W.W. NORTON & COMPANY INC	04/04/25		MW	0101-6300-0-4110-1110-1000-640	17,065.84
82 00273726	V8201107	WESTERN PSYCHOLOGICAL SERVICES	04/04/25		MW	0101-9108-0-4305-5001-2100-650	607.72
82 00273729	E8202473	AGUILAR, LINDSEY N	04/07/25		MW	0101-6500-0-5220-5750-1130-650	89.74
82 00273731	V8204532	AMAZON.COM CORPORATE CREDIT	04/07/25		MW	0101-0003-0-4308-0000-2700-350	144.62
82 00273731	V8204532	AMAZON.COM CORPORATE CREDIT	04/07/25		MW	0101-0003-0-4301-1110-1000-110	115.46
82 00273731	V8204532	AMAZON.COM CORPORATE CREDIT	04/07/25		MW	0101-0003-0-4210-1110-1000-140	668.36
82 00273731	V8204532	AMAZON.COM CORPORATE CREDIT	04/07/25		MW	0101-0003-0-4301-1110-1000-230	29.88
82 00273731	V8204532	AMAZON.COM CORPORATE CREDIT	04/07/25		MW	0101-0003-0-4301-1110-1000-250	500.54
82 00273731	V8204532	AMAZON.COM CORPORATE CREDIT	04/07/25		MW	0101-0003-0-4301-1110-1000-310	91.01
82 00273731	V8204532	AMAZON.COM CORPORATE CREDIT	04/07/25		MW	0101-0003-0-4301-1110-1000-410	63.06
00273731	V8204532	AMAZON.COM CORPORATE CREDIT	04/07/25		MW	0101-0003-0-4301-1110-1000-480	184.63
00273731	V8204532	AMAZON.COM CORPORATE CREDIT	04/07/25		MW	0101-0003-0-4343-0000-2700-130	304.49
00273731	V8204532	AMAZON.COM CORPORATE CREDIT	04/07/25		MW	0101-0003-0-4308-0000-2700-510	57.42
00273731	V8204532	AMAZON.COM CORPORATE CREDIT	04/07/25		MW	0101-0003-0-4301-1110-1000-100	409.10
00273731	V8204532	AMAZON.COM CORPORATE CREDIT	04/07/25		MW	0101-0004-0-4308-0000-7530-830	315.12
00273731	V8204532	AMAZON.COM CORPORATE CREDIT	04/07/25		MW	0101-0004-0-4343-1110-1000-810	2,131.63

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82 00273731	V8204532	AMAZON.COM CORPORATE CREDIT	04/07/25		MW	0101-0005-0-4301-1110-1000-100	86.98
82 00273731	V8204532	AMAZON.COM CORPORATE CREDIT	04/07/25		MW	0101-0008-0-4301-0000-8200-805	74.04
82 00273731	V8204532	AMAZON.COM CORPORATE CREDIT	04/07/25		MW	0101-0791-0-4301-1110-1000-310	65.14
82 00273731	V8204532	AMAZON.COM CORPORATE CREDIT	04/07/25		MW	0101-2600-0-4301-1110-1000-670	639.34
82 00273731	V8204532	AMAZON.COM CORPORATE CREDIT	04/07/25		MW	0101-2600-0-4343-1110-1000-670	2,775.43
82 00273731	V8204532	AMAZON.COM CORPORATE CREDIT	04/07/25		MW	0101-3315-0-4301-5730-1110-650	505.45
82 00273731	V8204532	AMAZON.COM CORPORATE CREDIT	04/07/25		MW	0101-4127-0-4301-1110-1000-706	455.90
82 00273731	V8204532	AMAZON.COM CORPORATE CREDIT	04/07/25		MW	0101-6387-0-4301-3800-1000-646	5,875.13
82 00273731	V8204532	AMAZON.COM CORPORATE CREDIT	04/07/25		MW	0101-6387-0-4410-3800-1000-646	760.16
82 00273731	V8204532	AMAZON.COM CORPORATE CREDIT	04/07/25		MW	0101-6500-0-4301-5770-1190-650	606.50
82 00273731	V8204532	AMAZON.COM CORPORATE CREDIT	04/07/25		MW	0101-6500-0-4301-5750-1190-650	135.15
82 00273731	V8204532	AMAZON.COM CORPORATE CREDIT	04/07/25		MW	0101-6762-0-4301-1110-1000-390	499.21
82 00273731	V8204532	AMAZON.COM CORPORATE CREDIT	04/07/25		MW	0101-6762-0-4301-1110-1000-510	659.33
82 00273731	V8204532	AMAZON.COM CORPORATE CREDIT	04/07/25		MW	0101-6762-0-4301-1110-1000-621	1,136.37
82 00273731	V8204532	AMAZON.COM CORPORATE CREDIT	04/07/25		MW	0101-6770-0-4301-1110-1000-100	69.53
82 00273731	V8204532	AMAZON.COM CORPORATE CREDIT	04/07/25		MW	0101-9017-0-4301-1110-1000-200	62.32
82 00273731	V8204532	AMAZON.COM CORPORATE CREDIT	04/07/25		MW	0101-9017-0-4301-1110-1000-390	9.78
82 00273731	V8204532	AMAZON.COM CORPORATE CREDIT	04/07/25		MW	0101-9017-0-4301-1110-1000-510	521.97
82 00273732	V8214366	AMERGIS HEALTHCARE STAFFING IN	04/07/25		MW	0101-6500-0-5151-5770-1180-650	14,436.88
82 00273733	E8200783	ARTHURTON, MEGAN	04/07/25		MW	0101-6770-0-5240-1110-1000-100	509.80
82 00273734	V8200149	ATTAINMENT CO INC	04/07/25		MW	0101-6500-0-4343-5001-2100-650	340.12
82 00273735	V8200267	CERTIFIED TRANS SERVICES INC	04/07/25		MW	0101-0723-0-5816-1110-3600-865	4,287.23
82 00273736	E8204081	CHEN, ANN	04/07/25		MW	0101-6300-0-4301-1110-1000-685	108.01
82 00273737	V8206979	CITY OF FULLERTON	04/07/25		MW	0101-0001-0-5550-1110-8200-990	1,279.84
82 00273738	V8200332	COSTCO WHOLESALE	04/07/25		MW	0101-5630-0-4301-1110-1000-706	469.25
82 00273739	V8212349	DREAMS FOR SCHOOLS	04/07/25		MW	0101-2600-0-5110-1110-1000-670	12,514.53
82 00273740	V8210119	FACTORY MOTOR PARTS	04/07/25		MW	0101-0004-0-4313-1110-8200-865	197.92
82 00273740	V8210119	FACTORY MOTOR PARTS	04/07/25		MW	0101-0720-0-4315-5001-3600-865	690.68
82 00273741	E8203323	FARRELL, KELLY M	04/07/25		MW	0101-9017-0-5809-1110-1000-340	148.07
82 00273742	V8200446	FLEET SERVICES	04/07/25		MW	0101-0004-0-4313-1110-8200-865	185.97
82 00273742	V8200446	FLEET SERVICES	04/07/25		MW	0101-0723-0-4315-1110-3600-865	1,095.84
00273743	V8200448	FLINN SCIENTIFIC INC	04/07/25		MW	0101-0003-0-4301-1110-1000-100	298.39
00273744	E8201709	GANDY, JENELL	04/07/25		MW	0101-0791-0-5220-1110-1000-706	32.06
00273745	V8200957	GOLDEN STATE WATER COMPANY	04/07/25		MW	0101-0001-0-5550-1110-8200-990	57.08
00273746	E8203542	HIPWELL, CONNER	04/07/25		MW	0101-0003-0-4301-1110-1000-140	84.50
00273747	V8210211	IMPERIAL BAND INSTRUMENTS	04/07/25		MW	0101-6762-0-5660-1110-1000-621	50.49
00273748	V8209845	JACKSON'S AUTO SUPPLY	04/07/25		MW	0101-0720-0-4315-5001-3600-865	75.92

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82 00273749	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/07/25		MW	0101-0003-0-6411-1110-1000-410	6,420.39
82 00273750	V8200617	LAKESHORE LEARNING MATERIALS	04/07/25		MW	0101-6762-0-4301-1110-1000-510	1,482.63
82 00273751	E8203848	LINDELL, JOHN	04/07/25		MW	0101-6300-0-4301-1110-1000-685	99.11
82 00273752	V8203423	MEDIEVAL TIMES	04/07/25		MW	0101-9017-0-5816-1110-1000-240	2,700.60
82 00273753	V8203799	OCEAN VIEW NONPUBLIC SCHOOL	04/07/25		MW	0101-6500-0-5150-5750-1180-650	15,121.33
82 00273753	V8203799	OCEAN VIEW NONPUBLIC SCHOOL	04/07/25		MW	0101-6500-0-5851-5001-3600-650	3,192.00
82 00273754	E8203607	OKAMOTO, DAVID C	04/07/25		MW	0101-0003-0-4308-1110-2700-110	51.94
82 00273755	V8201481	ORANGE COUNTY SUPERINTENDENT O	04/07/25		MW	0101-6500-0-5156-5750-1110-650	1,000.00
82 00273756	V8214626	PEAC SOLUTIONS	04/07/25		MW	0101-0003-0-5640-1110-1000-100	1,248.08
82 00273756	V8214626	PEAC SOLUTIONS	04/07/25		MW	0101-0003-0-5640-1110-1000-240	94.80
82 00273756	V8214626	PEAC SOLUTIONS	04/07/25		MW	0101-0003-0-5640-1110-1000-310	170.04
82 00273756	V8214626	PEAC SOLUTIONS	04/07/25		MW	0101-0004-0-5640-0000-7551-833	107.48
82 00273757	E8204423	PEDRAZA JR, BALDWIN	04/07/25		MW	0101-0000-0-9330-0000-0000-000	300.00
82 00273758	V8200247	PERMA BOUND	04/07/25		MW	0101-0003-0-4210-1110-1000-130	2,449.05
82 00273758	V8200247	PERMA BOUND	04/07/25		MW	0101-0003-0-4210-1110-1000-130	167.33
82 00273758	V8200247	PERMA BOUND	04/07/25		MW	0101-3010-0-4210-1110-1000-450	426.28
82 00273759	E8200120	PIKE, PEYTON L	04/07/25		MW	0101-0791-0-5220-1110-1000-706	40.04
82 00273760	V8211718	PINNACLE PETROLEUM	04/07/25		MW	0101-0723-0-9322-0000-0000-000	28,874.81
82 00273761	V8211710	PITSCO EDUCATION LLC	04/07/25		MW	0101-9017-0-4301-1110-1000-250	309.97
82 00273762	E8204377	PLAZA, FRANCISCA	04/07/25		MW	0101-6500-0-5220-5770-1190-650	88.06
82 00273763	V8210672	PORTVIEW PREPARATORY INC	04/07/25		MW	0101-6500-0-5150-5750-1180-650	28,262.98
82 00273763	V8210672	PORTVIEW PREPARATORY INC	04/07/25		MW	0101-6500-0-5851-5001-3600-650	2,880.00
82 00273764	V8200834	POWERSTRIDE BATTERY CO INC	04/07/25		MW	0101-0004-0-4313-1110-8200-865	1,721.33
82 00273765	V8214210	RENAISSANCE COMMUNITY PREP	04/07/25		MW	0101-6500-0-5150-5750-1180-650	1,253.58
82 00273766	V8213440	RTP APPAREL LLC	04/07/25		MW	0101-6387-0-4301-3800-1000-646	2,371.38
82 00273767	E8202686	SAYLORS, ELISE	04/07/25		MW	0101-0004-0-5220-1110-3140-705	166.18
82 00273768	V8203736	SHAR PRODUCTS	04/07/25		MW	0101-6762-0-4301-1110-1000-621	1,663.47
82 00273769	V8211143	SOLANT HEALTH LLC	04/07/25		MW	0101-6500-0-5151-5770-1190-650	7,832.50
82 00273770	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/07/25		MW	0101-0003-0-4301-1110-1000-350	201.01
82 00273770	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/07/25		MW	0101-0003-0-4301-1110-1000-390	19.38
82 00273770	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/07/25		MW	0101-0723-0-4308-0000-3600-865	1,221.18
00273771	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/07/25		MW	0101-6762-0-4301-1110-1000-621	1,446.90
00273772	V8207529	STEVE WEISS MUSIC INC	04/07/25		MW	0101-6762-0-4301-1110-1000-621	56.55
00273772	V8207529	STEVE WEISS MUSIC INC	04/07/25		MW	0101-6762-0-4410-1110-1000-621	4,993.80
00273772	V8207529	STEVE WEISS MUSIC INC	04/07/25		MW	0101-6762-0-4410-1110-1000-621	938.51
00273773	V8201001	SUPER DUPER SCHOOL INC	04/07/25		MW	0101-6500-0-4301-5770-1190-650	457.45
00273774	V8201006	SUPPLYMASTER INC	04/07/25		MW	0101-0003-0-4301-1110-1000-210	121.92

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82 00273775	V8214042	VISUAL EDGE IT INC	04/07/25		MW	0101-0004-0-5660-0000-7550-831	200.30
82 00273776	V8201107	WESTERN PSYCHOLOGICAL SERVICES	04/07/25		MW	0101-9108-0-4305-5001-2100-650	3,605.49
82 00273777	E8202564	YOUNG, MICHAEL	04/07/25		MW	0101-0004-0-4338-1110-1000-640	110.44
82 00273778	V8213623	YOUTH CARE OF UTAH INC	04/07/25		MW	0101-6500-0-5150-5750-1180-650	22,370.00
82 00273791	E8203471	ALFARO, ALESSANDRA	04/08/25		MW	0101-0004-0-5220-1110-1000-706	195.65
82 00273792	V8214450	BC ADAPTIVE FITNESS LLC	04/08/25		MW	0101-6500-0-5810-5770-1190-650	12,888.89
82 00273793	E8203291	BELTRAN, BERLIO	04/08/25		MW	0101-0001-0-5220-1110-1000-620	46.41
82 00273794	V8214512	CHATTERBOXES	04/08/25		MW	0101-9108-0-5810-5770-1190-650	3,250.00
82 00273795	E8204452	GIVENS, AMANDA	04/08/25		MW	0101-6762-0-5240-1110-1000-600	152.25
82 00273796	V8200957	GOLDEN STATE WATER COMPANY	04/08/25		MW	0101-0001-0-5550-1110-8200-990	139.74
82 00273797	V8200542	HIRSCH PIPE & SUPPLY CO	04/08/25		MW	0101-8150-0-4410-0000-8110-100	1,836.70
82 00273797	V8200542	HIRSCH PIPE & SUPPLY CO	04/08/25		MW	0101-8150-0-4313-0000-8110-850	418.46
82 00273798	V8200547	HOME DEPOT	04/08/25		MW	0101-0003-0-4301-1110-1000-100	124.85
82 00273798	V8200547	HOME DEPOT	04/08/25		MW	0101-8150-0-4313-0000-8110-850	270.75
82 00273799	E8204199	HORTON, AUSTIN	04/08/25		MW	0101-0791-0-5240-1110-1000-230	64.68
82 00273800	V8207480	KNOTT'S BERRY FARM	04/08/25		MW	0101-9017-0-5816-1110-1000-200	5,220.00
82 00273801	V8206810	LAKESHORE LEARNING	04/08/25		MW	0101-3315-0-4301-5730-1110-650	239.21
82 00273802	V8200746	NORTH COUNTY GLASS	04/08/25		MW	0101-8150-0-4313-0000-8110-850	280.15
82 00273803	V8200250	P Y L U S D	04/08/25		MW	0101-0000-0-3353-0000-0000-000	303.30
82 00273803	V8200250	P Y L U S D	04/08/25		MW	0101-0000-0-3354-0000-0000-000	6,593.55
82 00273803	V8200250	P Y L U S D	04/08/25		MW	0101-0003-0-4301-1110-1000-100	1,500.00
82 00273803	V8200250	P Y L U S D	04/08/25		MW	0101-0003-0-5220-1110-1000-120	483.74
82 00273803	V8200250	P Y L U S D	04/08/25		MW	0101-6762-0-5809-1110-1000-685	1,800.00
82 00273803	V8200250	P Y L U S D	04/08/25		MW	0101-9015-0-5816-1110-1000-450	100.00
82 00273803	V8200250	P Y L U S D	04/08/25		MW	0101-9017-0-4301-1110-1000-230	3,500.00
82 00273804	E8203734	PATRIQUIN, BRIEANNA	04/08/25		MW	0101-3310-0-5240-5770-1110-650	132.98
82 00273805	V8200247	PERMA BOUND	04/08/25		MW	0101-0003-0-4210-1110-1000-130	107.23
82 00273805	V8200247	PERMA BOUND	04/08/25		MW	0101-9017-0-4210-1110-1000-350	103.32
82 00273806	V8210672	PORTVIEW PREPARATORY INC	04/08/25		MW	0101-6500-0-5150-5750-1180-650	8,045.40
82 00273807	V8206361	RADIO SERVICE INC	04/08/25		MW	0101-0003-0-4301-5750-1110-440	936.34
82 00273807	V8206361	RADIO SERVICE INC	04/08/25		MW	0101-0003-0-4301-5750-1110-441	936.34
00273808	V8200869	REFRIGERATION SUPPLIES DIST	04/08/25		MW	0101-8150-0-4313-0000-8110-850	1,179.87
00273809	V8200921	SCHOOL HEALTH CORP	04/08/25		MW	0101-0004-0-4301-1110-3140-705	1,621.52
00273810	V8207774	SELMAN CHEVROLET	04/08/25		MW	0101-0720-0-5690-5001-3600-865	6,705.07
00273811	V8211658	SMART & FINAL	04/08/25		MW	0101-0791-0-4301-1110-1000-240	229.16
00273811	V8211658	SMART & FINAL	04/08/25		MW	0101-2600-0-4301-1110-1000-670	460.08
00273811	V8211658	SMART & FINAL	04/08/25		MW	0101-9017-0-4301-1110-1000-230	57.24

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82 00273812	E8202211	SMITH, LYNDSEY	04/08/25		MW	0101-6762-0-5240-1110-1000-600	119.39
82 00273813	V8200954	SO CALIF EDISON CO	04/08/25		MW	0101-0001-0-5540-1110-8200-990	17,461.60
82 00273814	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/08/25		MW	0101-0003-0-4301-1110-1000-330	846.18
82 00273814	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/08/25		MW	0101-0003-0-4301-1110-1000-480	251.66
82 00273814	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/08/25		MW	0101-0003-0-4301-1110-1000-510	74.57
82 00273815	V8200586	SPERLING, EDITH	04/08/25		MW	0101-0004-0-5220-1110-3140-705	40.95
82 00273816	V8207529	STEVE WEISS MUSIC INC	04/08/25		MW	0101-6762-0-4301-1110-1000-621	129.74
82 00273817	E8200144	TARDAGUILA, CARMEN Y	04/08/25		MW	0101-6500-0-5220-5770-1190-650	50.26
82 00273818	V8211057	TEAMTALK NETWORKS LLC	04/08/25		MW	0101-0723-0-5910-1110-3600-865	867.00
82 00273819	E8202244	TENDOLKAR, SUNITA	04/08/25		MW	0101-0004-0-5220-1110-2100-635	105.70
82 00273820	V8210553	TITAN STUDENT UNION	04/08/25		MW	0101-9017-0-5816-1110-1000-400	363.75
82 00273821	V8201595	UNITED PARCEL SERVICE	04/08/25		MW	0101-0004-0-4308-0000-7300-815	42.57
82 00273822	V8201075	VERIZON WIRELESS	04/08/25		MW	0101-0004-0-5940-0000-7150-700	51.69
82 00273822	V8201075	VERIZON WIRELESS	04/08/25		MW	0101-0004-0-5940-1110-2100-705	40.01
82 00273822	V8201075	VERIZON WIRELESS	04/08/25		MW	0101-0008-0-5940-0000-8200-805	51.69
82 00273822	V8201075	VERIZON WIRELESS	04/08/25		MW	0101-0791-0-5940-1110-1000-120	72.81
82 00273822	V8201075	VERIZON WIRELESS	04/08/25		MW	0101-6500-0-5940-5001-2100-650	38.01
82 00273823	V8213265	W.W. NORTON & COMPANY INC	04/08/25		MW	0101-6300-0-4110-1110-1000-640	17,065.84
82 00273835	V8204532	AMAZON.COM CORPORATE CREDIT	04/09/25		MW	0101-0003-0-4301-1110-1000-110	463.88
82 00273835	V8204532	AMAZON.COM CORPORATE CREDIT	04/09/25		MW	0101-0003-0-4301-1110-1000-240	9.52
82 00273835	V8204532	AMAZON.COM CORPORATE CREDIT	04/09/25		MW	0101-0003-0-4301-1110-1000-250	97.86
82 00273835	V8204532	AMAZON.COM CORPORATE CREDIT	04/09/25		MW	0101-0003-0-4210-1110-1000-360	10.86
82 00273835	V8204532	AMAZON.COM CORPORATE CREDIT	04/09/25		MW	0101-0003-0-4308-0000-2700-130	337.10
82 00273835	V8204532	AMAZON.COM CORPORATE CREDIT	04/09/25		MW	0101-0004-0-4301-1110-1000-635	35.83
82 00273835	V8204532	AMAZON.COM CORPORATE CREDIT	04/09/25		MW	0101-0004-0-4343-1110-1000-810	541.06
82 00273835	V8204532	AMAZON.COM CORPORATE CREDIT	04/09/25		MW	0101-0004-0-4410-1110-1000-810	1,378.86
82 00273835	V8204532	AMAZON.COM CORPORATE CREDIT	04/09/25		MW	0101-0791-0-4210-1110-1000-360	21.39
82 00273835	V8204532	AMAZON.COM CORPORATE CREDIT	04/09/25		MW	0101-0791-0-4301-1110-1000-635	88.02
82 00273835	V8204532	AMAZON.COM CORPORATE CREDIT	04/09/25		MW	0101-2600-0-4301-1110-1000-670	45.66
82 00273835	V8204532	AMAZON.COM CORPORATE CREDIT	04/09/25		MW	0101-3315-0-4301-5730-1110-650	75.45
82 00273835	V8204532	AMAZON.COM CORPORATE CREDIT	04/09/25		MW	0101-6300-0-4301-1110-1000-635	414.13
00273835	V8204532	AMAZON.COM CORPORATE CREDIT	04/09/25		MW	0101-6387-0-4301-3800-1000-646	425.24
00273835	V8204532	AMAZON.COM CORPORATE CREDIT	04/09/25		MW	0101-6500-0-4301-5770-1190-650	65.22
00273835	V8204532	AMAZON.COM CORPORATE CREDIT	04/09/25		MW	0101-6500-0-4308-5001-2100-650	9.12
00273835	V8204532	AMAZON.COM CORPORATE CREDIT	04/09/25		MW	0101-6500-0-4301-5750-1190-650	21.73
00273835	V8204532	AMAZON.COM CORPORATE CREDIT	04/09/25		MW	0101-6762-0-4301-1110-1000-100	37.08
00273835	V8204532	AMAZON.COM CORPORATE CREDIT	04/09/25		MW	0101-6762-0-4301-1110-1000-621	3,059.50

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82 00273835	V8204532	AMAZON.COM CORPORATE CREDIT	04/09/25		MW	0101-6770-0-4301-1110-1000-250	546.76
82 00273835	V8204532	AMAZON.COM CORPORATE CREDIT	04/09/25		MW	0101-6770-0-4410-1110-1000-250	953.85
82 00273835	V8204532	AMAZON.COM CORPORATE CREDIT	04/09/25		MW	0101-6770-0-4301-1110-1000-240	12.73
82 00273835	V8204532	AMAZON.COM CORPORATE CREDIT	04/09/25		MW	0101-6770-0-4301-1110-1000-100	567.54
82 00273835	V8204532	AMAZON.COM CORPORATE CREDIT	04/09/25		MW	0101-9017-0-4301-1110-1000-110	108.72
82 00273836	V8214366	AMERGIS HEALTHCARE STAFFING IN	04/09/25		MW	0101-2600-0-5110-1110-1000-670	12,843.05
82 00273837	V8200161	B & M LAWN & GARDEN CENTER	04/09/25		MW	0101-0004-0-4313-0000-8210-840	165.82
82 00273837	V8200161	B & M LAWN & GARDEN CENTER	04/09/25		MW	0101-0004-0-5660-0000-8210-840	136.84
82 00273837	V8200161	B & M LAWN & GARDEN CENTER	04/09/25		MW	0101-0004-0-4313-0000-8220-845	93.60
82 00273837	V8200161	B & M LAWN & GARDEN CENTER	04/09/25		MW	0101-0004-0-5660-0000-8220-845	730.05
82 00273838	V8200009	CALIF WEEKLY EXPLORER INC	04/09/25		MW	0101-9017-0-5821-1110-1000-450	3,860.98
82 00273839	V8213192	CARDINAL ENVIRONMENTAL CONSULT	04/09/25		MW	0101-8150-0-5690-0000-8110-850	2,933.50
82 00273840	V8201027	CENGAGE LEARNING	04/09/25		MW	0101-0003-0-5815-1110-1000-140	50.00
82 00273841	V8200267	CERTIFIED TRANS SERVICES INC	04/09/25		MW	0101-0723-0-5816-1110-3600-865	2,440.24
82 00273842	V8206737	CHAPIN TOLLEY BROWN ENTERPRISE	04/09/25		MW	0101-0720-0-5812-5001-3600-865	26,247.00
82 00273843	V8200332	COSTCO WHOLESALE	04/09/25		MW	0101-0003-0-4338-0000-2700-130	56.79
82 00273843	V8200332	COSTCO WHOLESALE	04/09/25		MW	0101-6500-0-4338-5050-2100-650	386.44
82 00273844	V8208372	DEPT OF TOXIC SUBSTANCEE CNTRL	04/09/25		MW	0101-8150-0-5809-0000-8110-520	103.93
82 00273845	V8207165	DIRECT DOOR & HARDWARE INC	04/09/25		MW	0101-8150-0-4410-0000-8110-240	3,645.80
82 00273846	V8210818	DISCOVERY CUBE ORANGE COUNTY	04/09/25		MW	0101-9017-0-5816-1110-1000-350	1,023.00
82 00273847	V8213838	EVERDRIVEN TECHNOLOGIES	04/09/25		MW	0101-0720-0-5812-5001-3600-865	7,784.00
82 00273848	V8209770	FULLER ENGINEERING INC	04/09/25		MW	0101-8150-0-5670-0000-8110-850	4,683.52
82 00273849	V8200493	GLASBY MAINTENANCE SUPPLY	04/09/25		MW	0101-0003-0-4309-1110-8200-140	1,902.00
82 00273849	V8200493	GLASBY MAINTENANCE SUPPLY	04/09/25		MW	0101-0003-0-4309-1110-8200-240	443.33
82 00273849	V8200493	GLASBY MAINTENANCE SUPPLY	04/09/25		MW	0101-0003-0-4309-1110-8200-320	1,001.69
82 00273849	V8200493	GLASBY MAINTENANCE SUPPLY	04/09/25		MW	0101-0003-0-4309-1110-8200-490	249.85
82 00273849	V8200493	GLASBY MAINTENANCE SUPPLY	04/09/25		MW	0101-0003-0-4309-1110-8200-500	744.44
82 00273849	V8200493	GLASBY MAINTENANCE SUPPLY	04/09/25		MW	0101-0003-0-4309-1110-8200-430	1,039.39
82 00273850	V8208360	GOLD COAST TOURS	04/09/25		MW	0101-0723-0-5816-1110-3600-865	4,607.00
82 00273851	V8200957	GOLDEN STATE WATER COMPANY	04/09/25		MW	0101-0001-0-5550-1110-8200-990	734.44
82 00273852	V8200547	HOME DEPOT	04/09/25		MW	0101-8150-0-4313-0000-8110-850	733.23
00273853	V8200117	INSTITUTE FOR MULTI-SENSORY ED	04/09/25		MW	0101-6500-0-4301-5770-1120-650	70.00
00273854	V8213672	IRONWOOD PLUMBING INC	04/09/25		MW	0101-8150-0-5670-0000-8110-850	898.00
00273855	V8214644	JUICED UP ATHLETICS	04/09/25		MW	0101-9015-0-4301-1110-1000-420	2,668.97
00273856	E8204454	LOSOYA, CHRISTOPHER M	04/09/25		MW	0101-4035-0-5240-1110-1000-635	368.25
00273857	V8204527	MUSICIANS FRIEND	04/09/25		MW	0101-6762-0-4301-1110-1000-621	786.26
00273858	V8210766	PACWEST AIR FILTER LLC	04/09/25		MW	0101-8150-0-5690-0000-8110-850	98,888.44

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82 00273859	V8205966	PEARSON EDUCATION	04/09/25		MW	0101-6500-0-4305-5770-1190-650	137.30
82 00273860	V8200247	PERMA BOUND	04/09/25		MW	0101-0791-0-4210-1110-2420-420	101.61
82 00273861	V8207666	PEST OPTIONS INC	04/09/25		MW	0101-0004-0-5670-0000-8210-840	4,057.60
82 00273862	E8203549	PICCIOTTA, DANIELA	04/09/25		MW	0101-0003-0-4111-1110-1000-140	62.00
82 00273863	V8210672	PORTVIEW PREPARATORY INC	04/09/25		MW	0101-6500-0-5150-5750-1180-650	699.60
82 00273864	V8204752	PROFESSIONAL TUTORS OF AMERICA	04/09/25		MW	0101-0791-0-5810-1110-1000-706	991.25
82 00273865	E8204446	QUINONES, YOLANDA	04/09/25		MW	0101-0723-0-5240-1110-3600-865	23.04
82 00273866	E8204453	SANDOVAL, VANESSA	04/09/25		MW	0101-4035-0-5240-1110-1000-635	266.81
82 00273867	V8200921	SCHOOL HEALTH CORP	04/09/25		MW	0101-9108-0-6490-1110-3140-705	9,103.37
82 00273868	V8206365	SCHOOL OUTFITTERS LLC	04/09/25		MW	0101-6762-0-4301-1110-1000-621	416.10
82 00273868	V8206365	SCHOOL OUTFITTERS LLC	04/09/25		MW	0101-6762-0-4410-1110-1000-621	1,097.59
82 00273869	V8206409	SEA CLEAR POOLS INC	04/09/25		MW	0101-8150-0-5670-0000-8110-130	250.00
82 00273869	V8206409	SEA CLEAR POOLS INC	04/09/25		MW	0101-8150-0-5660-0000-8110-850	2,066.52
82 00273870	V8200932	SECO ELECTRIC & LIGHTING	04/09/25		MW	0101-8150-0-4313-0000-8110-850	503.51
82 00273870	V8200932	SECO ELECTRIC & LIGHTING	04/09/25		MW	0101-8150-0-5690-0000-8110-850	185.00
82 00273870	V8200932	SECO ELECTRIC & LIGHTING	04/09/25		MW	0101-8150-0-5690-0000-8110-855	1,918.69
82 00273871	V8206838	SECTRAN SECURITY INC	04/09/25		MW	0101-0004-0-5809-0000-7350-815	2,471.27
82 00273872	V8205579	SIEMENS BUILDING TECHNOLOGIES	04/09/25		MW	0101-8150-0-5660-0000-8110-850	3,297.00
82 00273873	V8210807	SILVER LINING TRAVEL	04/09/25		MW	0101-8150-0-5240-0000-8110-850	60.00
82 00273874	V8211314	SITEONE LANDSCAPE SUPPLY LLC	04/09/25		MW	0101-0004-0-4313-0000-8220-845	635.81
82 00273875	V8212795	SOUTHERN CALIFORNIA NEWS GROUP	04/09/25		MW	0101-8150-0-5806-0000-8110-850	1,323.32
82 00273876	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/09/25		MW	0101-0003-0-4308-0000-2700-110	222.30
82 00273876	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/09/25		MW	0101-0004-0-4308-0000-7400-730	597.39
82 00273876	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/09/25		MW	0101-2600-0-4301-1110-1000-670	102.38
82 00273877	V8211268	SOUTHWEST STRINGS	04/09/25		MW	0101-6762-0-4301-1110-1000-621	1,377.48
82 00273878	V8214640	SPYDER3D LLC	04/09/25		MW	0101-6762-0-4301-1110-1000-340	533.36
82 00273879	V8200198	T MOBILE USA INC	04/09/25		MW	0101-0004-0-5820-0000-7150-700	8.39
82 00273879	V8200198	T MOBILE USA INC	04/09/25		MW	0101-0004-0-5940-0000-7700-810	185.38
82 00273880	V8207785	THE PARENT INSTITUTE FOR QUALI	04/09/25		MW	0101-3010-0-4301-1110-2495-625	2,655.00
82 00273880	V8207785	THE PARENT INSTITUTE FOR QUALI	04/09/25		MW	0101-3010-0-5810-1110-2495-625	31,500.00
82 00273880	V8207785	THE PARENT INSTITUTE FOR QUALI	04/09/25		MW	0101-9080-0-5810-1110-2495-625	12,000.00
00273881	V8208827	THYSSENKRUPP ELEVATOR CORP	04/09/25		MW	0101-8150-0-5660-0000-8110-850	190.85
00273881	V8208827	THYSSENKRUPP ELEVATOR CORP	04/09/25		MW	0101-8150-0-5670-0000-8110-850	2,579.85
00273882	V8201030	TIME & ALARM SYSTEMS	04/09/25		MW	0101-8150-0-5660-0000-8110-850	1,466.00
00273883	V8201524	U S AIRCONDITIONING DISTRIBUTO	04/09/25		MW	0101-8150-0-4313-0000-8110-850	1,110.96
00273885	V8201419	U.S. BANK	04/09/25		MW	0101-0003-0-5815-0000-2700-240	28.03
00273885	V8201419	U.S. BANK	04/09/25		MW	0101-0003-0-5815-1110-1000-120	28.04

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82 00273885	V8201419	U.S. BANK	04/09/25		MW	0101-0003-0-5815-0000-2700-130	28.03
82 00273885	V8201419	U.S. BANK	04/09/25		MW	0101-0004-0-4308-0000-7150-700	79.89
82 00273885	V8201419	U.S. BANK	04/09/25		MW	0101-0004-0-4338-0000-7150-700	271.10
82 00273885	V8201419	U.S. BANK	04/09/25		MW	0101-0004-0-5815-0000-7150-700	144.00
82 00273885	V8201419	U.S. BANK	04/09/25		MW	0101-0004-0-5240-0000-7200-800	345.00
82 00273885	V8201419	U.S. BANK	04/09/25		MW	0101-0004-0-5240-0000-7300-815	550.00
82 00273885	V8201419	U.S. BANK	04/09/25		MW	0101-0004-0-4310-0000-7400-730	31.40
82 00273885	V8201419	U.S. BANK	04/09/25		MW	0101-0004-0-5806-0000-7400-730	449.00
82 00273885	V8201419	U.S. BANK	04/09/25		MW	0101-0004-0-4410-0000-7550-831	4,485.81
82 00273885	V8201419	U.S. BANK	04/09/25		MW	0101-0004-0-4338-1110-1000-640	528.17
82 00273885	V8201419	U.S. BANK	04/09/25		MW	0101-0004-0-4343-1110-1000-810	5,902.14
82 00273885	V8201419	U.S. BANK	04/09/25		MW	0101-0004-0-5815-1110-1000-810	251.98
82 00273885	V8201419	U.S. BANK	04/09/25		MW	0101-0004-0-4338-1110-2100-600	753.06
82 00273885	V8201419	U.S. BANK	04/09/25		MW	0101-0004-0-5240-1110-2100-600	149.75
82 00273885	V8201419	U.S. BANK	04/09/25		MW	0101-0004-0-4313-1110-8200-865	-321.05
82 00273885	V8201419	U.S. BANK	04/09/25		MW	0101-0004-0-4308-1110-2100-685	68.98
82 00273885	V8201419	U.S. BANK	04/09/25		MW	0101-0004-0-4338-1110-2100-685	248.51
82 00273885	V8201419	U.S. BANK	04/09/25		MW	0101-0004-0-5815-0000-7180-700	-303.90
82 00273885	V8201419	U.S. BANK	04/09/25		MW	0101-0004-0-5240-1110-1000-706	564.88
82 00273885	V8201419	U.S. BANK	04/09/25		MW	0101-0004-0-5240-1110-3130-706	293.28
82 00273885	V8201419	U.S. BANK	04/09/25		MW	0101-0004-0-4338-0000-2100-646	56.44
82 00273885	V8201419	U.S. BANK	04/09/25		MW	0101-0008-0-5660-0000-8200-805	19.99
82 00273885	V8201419	U.S. BANK	04/09/25		MW	0101-0720-0-4315-5001-3600-865	532.21
82 00273885	V8201419	U.S. BANK	04/09/25		MW	0101-0723-0-4315-1110-3600-865	95.00
82 00273885	V8201419	U.S. BANK	04/09/25		MW	0101-0723-0-5240-1110-3600-865	1,435.95
82 00273885	V8201419	U.S. BANK	04/09/25		MW	0101-0723-0-5809-1110-3600-865	180.00
82 00273885	V8201419	U.S. BANK	04/09/25		MW	0101-0723-0-4317-5001-3600-865	128.45
82 00273885	V8201419	U.S. BANK	04/09/25		MW	0101-0791-0-5240-1110-1000-250	1,055.80
82 00273885	V8201419	U.S. BANK	04/09/25		MW	0101-0791-0-5815-1110-1000-200	28.03
82 00273885	V8201419	U.S. BANK	04/09/25		MW	0101-0791-0-5815-1110-1000-230	28.03
82 00273885	V8201419	U.S. BANK	04/09/25		MW	0101-2600-0-4343-1110-1000-670	262.99
00273885	V8201419	U.S. BANK	04/09/25		MW	0101-3550-0-5240-3800-1000-646	9,547.32
00273885	V8201419	U.S. BANK	04/09/25		MW	0101-3550-0-5816-3800-1000-646	10,646.10
00273885	V8201419	U.S. BANK	04/09/25		MW	0101-5630-0-4301-1110-1000-685	1,991.63
00273885	V8201419	U.S. BANK	04/09/25		MW	0101-0004-0-5240-1110-2100-635	182.97
00273885	V8201419	U.S. BANK	04/09/25		MW	0101-0004-0-5240-1110-1000-636	1,606.76
00273885	V8201419	U.S. BANK	04/09/25		MW	0101-6387-0-5240-3800-1000-646	396.84

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82 00273885	V8201419	U.S. BANK	04/09/25		MW	0101-6500-0-5240-5050-2100-650	519.64
82 00273885	V8201419	U.S. BANK	04/09/25		MW	0101-6500-0-4338-5001-2100-650	290.07
82 00273885	V8201419	U.S. BANK	04/09/25		MW	0101-6762-0-5240-1110-1000-600	7,990.46
82 00273885	V8201419	U.S. BANK	04/09/25		MW	0101-6762-0-5240-1110-2100-625	210.59
82 00273885	V8201419	U.S. BANK	04/09/25		MW	0101-6762-0-5240-1110-2100-600	7,361.29
82 00273885	V8201419	U.S. BANK	04/09/25		MW	0101-6770-0-5240-1110-1000-100	1,003.68
82 00273885	V8201419	U.S. BANK	04/09/25		MW	0101-8150-0-5240-0000-8110-850	-477.93
82 00273885	V8201419	U.S. BANK	04/09/25		MW	0101-9017-0-5240-1110-1000-120	732.67
82 00273885	V8201419	U.S. BANK	04/09/25		MW	0101-9017-0-5816-1110-1000-200	-2,450.00
82 00273885	V8201419	U.S. BANK	04/09/25		MW	0101-9017-0-5816-1110-1000-210	-1,050.00
82 00273885	V8201419	U.S. BANK	04/09/25		MW	0101-9017-0-5816-1110-1000-220	-700.00
82 00273885	V8201419	U.S. BANK	04/09/25		MW	0101-9017-0-5816-1110-1000-230	-650.00
82 00273885	V8201419	U.S. BANK	04/09/25		MW	0101-9017-0-5816-1110-1000-240	-1,250.00
82 00273885	V8201419	U.S. BANK	04/09/25		MW	0101-9017-0-5816-1110-1000-250	-1,150.00
82 00273886	V8200354	VERBAL BEHAVIOR ASSOCIATES	04/09/25		MW	0101-6500-0-5810-5750-1000-650	27,346.00
82 00273887	E8203886	VOGT, JEFFERY	04/09/25		MW	0101-0723-0-5240-1110-3600-865	100.00
82 00273888	V8214072	WATER AND WIFI LLC	04/09/25		MW	0101-8150-0-5690-0000-8110-330	2,158.69
82 00273888	V8214072	WATER AND WIFI LLC	04/09/25		MW	0101-8150-0-5690-0000-8110-530	4,186.88
82 00273889	E8203682	WROBLEWSKI, TERRANCE	04/09/25		MW	0101-0791-0-5240-1110-1000-625	97.16
82 00273890	V8214343	ZEN EDUCATE INC	04/09/25		MW	0101-6500-0-5151-5770-1180-650	15,183.11
82 00273917	V8211694	AIR FILTER SUPPLY	04/10/25		MW	0101-8150-0-4313-0000-8110-850	17,615.57
82 00273918	V8204532	AMAZON.COM CORPORATE CREDIT	04/10/25		MW	0101-0003-0-4338-0000-2700-410	65.02
82 00273918	V8204532	AMAZON.COM CORPORATE CREDIT	04/10/25		MW	0101-0003-0-4210-1110-1000-140	546.84
82 00273918	V8204532	AMAZON.COM CORPORATE CREDIT	04/10/25		MW	0101-0003-0-4301-1110-1000-170	107.54
82 00273918	V8204532	AMAZON.COM CORPORATE CREDIT	04/10/25		MW	0101-0003-0-4301-1110-1000-410	54.00
82 00273918	V8204532	AMAZON.COM CORPORATE CREDIT	04/10/25		MW	0101-0003-0-4301-1110-1000-480	47.62
82 00273918	V8204532	AMAZON.COM CORPORATE CREDIT	04/10/25		MW	0101-0003-0-4301-1110-1000-100	50.43
82 00273918	V8204532	AMAZON.COM CORPORATE CREDIT	04/10/25		MW	0101-0004-0-4301-1110-1000-640	58.00
82 00273918	V8204532	AMAZON.COM CORPORATE CREDIT	04/10/25		MW	0101-0004-0-4343-1110-1000-810	-37.58
82 00273918	V8204532	AMAZON.COM CORPORATE CREDIT	04/10/25		MW	0101-0004-0-4301-1110-1000-635	196.60
82 00273918	V8204532	AMAZON.COM CORPORATE CREDIT	04/10/25		MW	0101-2600-0-4301-1110-1000-670	877.85
00273918	V8204532	AMAZON.COM CORPORATE CREDIT	04/10/25		MW	0101-2600-0-4343-1110-1000-670	53.68
00273918	V8204532	AMAZON.COM CORPORATE CREDIT	04/10/25		MW	0101-3315-0-4301-5730-1110-650	63.06
00273918	V8204532	AMAZON.COM CORPORATE CREDIT	04/10/25		MW	0101-0004-0-4301-1110-1000-685	40.79
00273918	V8204532	AMAZON.COM CORPORATE CREDIT	04/10/25		MW	0101-6500-0-4301-5770-1190-650	10.10
00273918	V8204532	AMAZON.COM CORPORATE CREDIT	04/10/25		MW	0101-6500-0-4301-5750-1190-650	386.06
00273918	V8204532	AMAZON.COM CORPORATE CREDIT	04/10/25		MW	0101-6762-0-4343-1110-1000-635	241.16

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82 00273918	V8204532	AMAZON.COM CORPORATE CREDIT	04/10/25		MW	0101-6762-0-4301-1110-1000-390	130.82
82 00273918	V8204532	AMAZON.COM CORPORATE CREDIT	04/10/25		MW	0101-6770-0-4301-1110-1000-100	97.86
82 00273918	V8204532	AMAZON.COM CORPORATE CREDIT	04/10/25		MW	0101-9017-0-4301-1110-1000-390	107.25
82 00273919	V8214366	AMERGIS HEALTHCARE STAFFING IN	04/10/25		MW	0101-2600-0-5110-1110-1000-670	295.20
82 00273920	V8211611	B & C BURGERS	04/10/25		MW	0101-0004-0-4338-1110-1000-706	2,827.50
82 00273921	V8200009	CALIF WEEKLY EXPLORER INC	04/10/25		MW	0101-9017-0-5821-1110-1000-320	1,715.98
82 00273921	V8200009	CALIF WEEKLY EXPLORER INC	04/10/25		MW	0101-9017-0-5821-1110-1000-410	1,327.99
82 00273921	V8200009	CALIF WEEKLY EXPLORER INC	04/10/25		MW	0101-9017-0-5821-1110-1000-490	857.99
82 00273922	V8212329	CONTROL AIR ENTERPRISES LLC	04/10/25		MW	0101-8150-0-5670-0000-8110-100	2,106.00
82 00273923	V8200332	COSTCO WHOLESALE	04/10/25		MW	0101-2600-0-4301-1110-1000-670	6,749.54
82 00273924	V8200245	CVT RECYCLING	04/10/25		MW	0101-0004-0-5670-0000-8220-845	568.02
82 00273925	V8210818	DISCOVERY CUBE ORANGE COUNTY	04/10/25		MW	0101-9017-0-5816-1110-1000-450	150.00
82 00273926	V8210752	EMERALD COVE OUTDOOR SCIENCE I	04/10/25		MW	0101-9015-0-5816-1110-1000-310	6,818.90
82 00273927	V8214434	ENCORP	04/10/25		MW	0101-2600-0-6280-0000-8500-610	2,390.00
82 00273928	E8202840	FABRIZIO, DAVID	04/10/25		MW	0101-0723-0-5240-1110-3600-865	77.75
82 00273929	V8214353	GARNER HOLT EDUCATION THROUGH	04/10/25		MW	0101-0003-0-4410-1110-1000-220	5,807.73
82 00273930	V8206192	GEORGE BRYANT CONSTRUCTION INC	04/10/25		MW	0101-8150-0-5670-0000-8110-850	2,850.00
82 00273930	V8206192	GEORGE BRYANT CONSTRUCTION INC	04/10/25		MW	0101-8150-0-5670-0000-8110-855	1,650.00
82 00273931	E8202555	GERSBACHER, LISA A	04/10/25		MW	0101-0791-0-5220-1110-2100-640	57.54
82 00273932	V8200957	GOLDEN STATE WATER COMPANY	04/10/25		MW	0101-0001-0-5550-1110-8200-990	1,805.18
82 00273933	E8204442	GRISWOLD, MARY	04/10/25		MW	0101-6762-0-5220-1110-1000-621	36.68
82 00273934	V8200547	HOME DEPOT	04/10/25		MW	0101-0003-0-4309-1110-8200-200	74.61
82 00273934	V8200547	HOME DEPOT	04/10/25		MW	0101-0004-0-4343-1110-1000-810	78.52
82 00273935	E8202917	HUNG, GARY	04/10/25		MW	0101-6762-0-5220-1110-1000-621	10.50
82 00273936	V8206810	LAKESHORE LEARNING	04/10/25		MW	0101-0003-0-4301-1110-1000-490	97.84
82 00273937	V8200626	LECTORUM PUBLICATIONS INC	04/10/25		MW	0101-0004-0-4301-1110-1000-635	623.53
82 00273938	E8203696	LEGRAND, MATTHEW	04/10/25		MW	0101-0003-0-5240-1110-1000-210	29.96
82 00273939	V8214064	MATTERHACKERS INC	04/10/25		MW	0101-6770-0-4301-1110-1000-240	348.05
82 00273940	V8200610	MULLER, KRISA	04/10/25		MW	0101-0004-0-5814-1110-1000-635	79.00
82 00273941	V8201481	ORANGE COUNTY SUPERINTENDENT O	04/10/25		MW	0101-6500-0-5156-5750-1110-650	1,400.00
82 00273942	V8200773	ORVAC ELECTRONICS	04/10/25		MW	0101-0004-0-4343-1110-1000-810	872.44
00273943	V8205966	PEARSON EDUCATION	04/10/25		MW	0101-6500-0-4305-5770-1190-650	2,582.13
00273943	V8205966	PEARSON EDUCATION	04/10/25		MW	0101-9108-0-4305-5001-2100-650	1,227.90
00273944	V8200874	RENAISSANCE LEARNING INC	04/10/25		MW	0101-9017-0-5815-1110-1000-410	10,498.12
00273945	V8200470	REPUBLIC SERVICES INC	04/10/25		MW	0101-0001-0-5580-1110-8200-990	15,409.56
00273945	V8200470	REPUBLIC SERVICES INC	04/10/25		MW	0101-0004-0-5580-1110-1000-810	72.44
00273946	V8203641	RIDDELL ALL AMERICAN	04/10/25		MW	0101-6762-0-4301-1110-1000-636	13,814.14

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82 00273947	V8214637	ROGUE FITNESS	04/10/25		MW	0101-0003-0-4301-1110-1000-100	731.44
82 00273948	E8202082	ROTKOSKY, SUSAN E	04/10/25		MW	0101-0791-0-5220-1110-2100-640	35.70
82 00273949	V8200921	SCHOOL HEALTH CORP	04/10/25		MW	0101-0004-0-4301-1110-3140-705	340.59
82 00273950	V8210712	SO CAL GRAD	04/10/25		MW	0101-0003-0-4301-5750-1110-441	669.90
82 00273951	V8200954	SO CALIF EDISON CO	04/10/25		MW	0101-0001-0-5540-1110-8200-990	206,997.89
82 00273952	V8200955	SO CALIF GAS CO	04/10/25		MW	0101-0001-0-5530-1110-8200-990	658.90
82 00273953	V8211268	SOUTHWEST STRINGS	04/10/25		MW	0101-6762-0-4301-1110-1000-621	5,689.20
82 00273953	V8211268	SOUTHWEST STRINGS	04/10/25		MW	0101-6762-0-4410-1110-1000-621	4,682.01
82 00273954	V8201531	SPARKLETT'S DRINKING WATER DANO	04/10/25		MW	0101-0004-0-4338-1110-7150-700	71.44
82 00273955	E8204287	TOWSON, MARY	04/10/25		MW	0101-6762-0-5220-1110-1000-621	61.25
82 00273956	V8200342	U S POSTAL OFFICE	04/10/25		MW	0101-0000-0-9324-0000-0000-000	30,000.00
82 00273957	V8214042	VISUAL EDGE IT INC	04/10/25		MW	0101-0003-0-4308-0000-2700-110	867.76
82 00273958	E8203461	VITO, SPENCER	04/10/25		MW	0101-0004-0-5220-1110-1000-810	66.64
82 00273959	V8214303	WELLS FARGO BANK N.A.	04/10/25		MW	0101-0003-0-5640-1110-1000-460	211.83
82 00273960	V8214303	WELLS FARGO BANK N.A.	04/10/25		MW	0101-0003-0-5650-1110-1000-220	531.00
82 00273961	E8204249	WESTON, KEITH	04/10/25		MW	0101-0723-0-5240-1110-3600-865	131.62
82 00273962	V8210279	ZIERER, HARRISON	04/10/25		MW	0101-6770-0-5810-1110-1000-380	1,000.00
82 00273976	V8204532	AMAZON.COM CORPORATE CREDIT	04/11/25		MW	0101-0003-0-4343-1110-1000-100	231.99
82 00273976	V8204532	AMAZON.COM CORPORATE CREDIT	04/11/25		MW	0101-0003-0-4301-1110-1000-110	120.66
82 00273976	V8204532	AMAZON.COM CORPORATE CREDIT	04/11/25		MW	0101-0003-0-4301-1110-1000-130	130.26
82 00273976	V8204532	AMAZON.COM CORPORATE CREDIT	04/11/25		MW	0101-0003-0-4301-1110-1000-140	5.96
82 00273976	V8204532	AMAZON.COM CORPORATE CREDIT	04/11/25		MW	0101-0003-0-4301-1110-1000-200	98.00
82 00273976	V8204532	AMAZON.COM CORPORATE CREDIT	04/11/25		MW	0101-0003-0-4301-1110-1000-340	342.69
82 00273976	V8204532	AMAZON.COM CORPORATE CREDIT	04/11/25		MW	0101-0003-0-4301-1110-1000-450	30.49
82 00273976	V8204532	AMAZON.COM CORPORATE CREDIT	04/11/25		MW	0101-0003-0-4301-5750-1110-441	293.61
82 00273976	V8204532	AMAZON.COM CORPORATE CREDIT	04/11/25		MW	0101-0003-0-4308-0000-2700-210	60.00
82 00273976	V8204532	AMAZON.COM CORPORATE CREDIT	04/11/25		MW	0101-0003-0-4301-1110-1000-100	284.30
82 00273976	V8204532	AMAZON.COM CORPORATE CREDIT	04/11/25		MW	0101-0004-0-4343-1110-1000-810	247.84
82 00273976	V8204532	AMAZON.COM CORPORATE CREDIT	04/11/25		MW	0101-0004-0-4308-1110-3140-705	13.59
82 00273976	V8204532	AMAZON.COM CORPORATE CREDIT	04/11/25		MW	0101-0004-0-4308-1110-3130-706	17.39
82 00273976	V8204532	AMAZON.COM CORPORATE CREDIT	04/11/25		MW	0101-0004-0-4301-1110-1000-635	324.42
00273976	V8204532	AMAZON.COM CORPORATE CREDIT	04/11/25		MW	0101-0004-0-4343-1110-1000-685	1,495.32
00273976	V8204532	AMAZON.COM CORPORATE CREDIT	04/11/25		MW	0101-0005-0-4301-1110-1000-100	310.18
00273976	V8204532	AMAZON.COM CORPORATE CREDIT	04/11/25		MW	0101-0008-0-4301-0000-8200-805	42.42
00273976	V8204532	AMAZON.COM CORPORATE CREDIT	04/11/25		MW	0101-0791-0-4301-1110-1000-140	64.06
00273976	V8204532	AMAZON.COM CORPORATE CREDIT	04/11/25		MW	0101-2600-0-4343-1110-1000-670	343.72
00273976	V8204532	AMAZON.COM CORPORATE CREDIT	04/11/25		MW	0101-3315-0-4301-5730-1110-650	735.20

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82 00273976	V8204532	AMAZON.COM CORPORATE CREDIT	04/11/25		MW	0101-4127-0-4301-1110-1000-706	195.95
82 00273976	V8204532	AMAZON.COM CORPORATE CREDIT	04/11/25		MW	0101-0004-0-4301-1110-1000-635	50.18
82 00273976	V8204532	AMAZON.COM CORPORATE CREDIT	04/11/25		MW	0101-6500-0-4301-5770-1110-650	12.24
82 00273976	V8204532	AMAZON.COM CORPORATE CREDIT	04/11/25		MW	0101-6500-0-4301-5770-1120-650	335.07
82 00273976	V8204532	AMAZON.COM CORPORATE CREDIT	04/11/25		MW	0101-6500-0-4301-5770-1190-650	1,245.71
82 00273976	V8204532	AMAZON.COM CORPORATE CREDIT	04/11/25		MW	0101-6500-0-4301-5770-1110-650	1,671.43
82 00273976	V8204532	AMAZON.COM CORPORATE CREDIT	04/11/25		MW	0101-6500-0-4301-5001-2100-650	161.64
82 00273976	V8204532	AMAZON.COM CORPORATE CREDIT	04/11/25		MW	0101-6500-0-4301-5750-1190-650	621.80
82 00273976	V8204532	AMAZON.COM CORPORATE CREDIT	04/11/25		MW	0101-6762-0-4301-1110-1000-621	809.44
82 00273976	V8204532	AMAZON.COM CORPORATE CREDIT	04/11/25		MW	0101-6762-0-4301-1110-1000-621	1,356.64
82 00273976	V8204532	AMAZON.COM CORPORATE CREDIT	04/11/25		MW	0101-6770-0-4301-1110-1000-140	703.81
82 00273977	E8202498	BARTON, SARAH	04/11/25		MW	0101-6762-0-5240-1110-1000-600	327.19
82 00273978	E8203785	EASTMAN, ABIGAIL	04/11/25		MW	0101-0003-0-5240-1110-1000-210	61.99
82 00273978	E8203785	EASTMAN, ABIGAIL	04/11/25		MW	0101-6762-0-5240-1110-2100-600	108.13
82 00273979	V8200537	HEATING & COOLING SUPPLY INC	04/11/25		MW	0101-8150-0-4313-0000-8110-850	23.73
82 00273980	V8200561	IMPERIAL SPRINKLER SUPPLY INC	04/11/25		MW	0101-0004-0-4313-0000-8220-845	61.45
82 00273981	V8200574	IRVINE PARK RAILROAD	04/11/25		MW	0101-9017-0-5816-1110-1000-340	797.00
82 00273982	V8200579	J W PEPPER OF LOS ANGELES	04/11/25		MW	0101-0003-0-4301-1110-1000-100	221.84
82 00273982	V8200579	J W PEPPER OF LOS ANGELES	04/11/25		MW	0101-0003-0-4301-1110-1000-140	94.80
82 00273983	E8202626	JACK, TAMMY R	04/11/25		MW	0101-9017-0-4301-1110-1000-240	190.12
82 00273984	V8214509	JOHNSON, AMBER	04/11/25		MW	0101-6500-0-5157-5750-1180-650	1,322.58
82 00273985	E8204426	KNIGHT, TYLER	04/11/25		MW	0101-0001-0-5220-1110-1000-620	31.36
82 00273986	V8206781	LANGUAGE NETWORK INC	04/11/25		MW	0101-6500-0-5810-5760-1110-650	1,141.00
82 00273987	V8200626	LECTORUM PUBLICATIONS INC	04/11/25		MW	0101-0004-0-4301-1110-1000-635	166.63
82 00273988	V8213814	LEON, VICTOR AEDEN	04/11/25		MW	0101-0004-0-5810-1110-1000-706	500.00
82 00273989	V8200679	MCFADDEN DALE HARDWARE	04/11/25		MW	0101-8150-0-4313-0000-8110-850	166.62
82 00273990	V8210141	MUSIC & ARTS CENTER	04/11/25		MW	0101-6762-0-4301-1110-1000-621	2,681.55
82 00273990	V8210141	MUSIC & ARTS CENTER	04/11/25		MW	0101-6762-0-4410-1110-1000-621	7,462.63
82 00273991	V8214471	ONE DAY SIGNS INC	04/11/25		MW	0101-8150-0-4313-0000-8110-850	1,088.28
82 00273992	V8200773	ORVAC ELECTRONICS	04/11/25		MW	0101-8150-0-4313-0000-8110-850	1,254.40
82 00273993	V8200247	PERMA BOUND	04/11/25		MW	0101-0003-0-4210-1110-1000-490	14.18
00273993	V8200247	PERMA BOUND	04/11/25		MW	0101-0791-0-4210-1110-2420-420	214.79
00273994	V8200434	PIKE, JASON	04/11/25		MW	0101-5630-0-5220-1110-3110-706	129.01
00273995	V8206409	SEA CLEAR POOLS INC	04/11/25		MW	0101-8150-0-5670-0000-8110-100	2,390.00
00273995	V8206409	SEA CLEAR POOLS INC	04/11/25		MW	0101-8150-0-5670-0000-8110-110	2,390.00
00273995	V8206409	SEA CLEAR POOLS INC	04/11/25		MW	0101-8150-0-5670-0000-8110-130	2,390.00
00273995	V8206409	SEA CLEAR POOLS INC	04/11/25		MW	0101-8150-0-5670-0000-8110-140	2,590.00

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82 00273996	V8200932	SECO ELECTRIC & LIGHTING	04/11/25		MW	0101-0004-0-5660-0000-8220-845	1,767.19
82 00273996	V8200932	SECO ELECTRIC & LIGHTING	04/11/25		MW	0101-8150-0-4313-0000-8110-850	110.23
82 00273997	V8210574	SHADE STRUCTURES INC	04/11/25		MW	0101-2600-0-6170-0000-8500-310	44,346.52
82 00273998	V8204851	SIERRA SPRINGS	04/11/25		MW	0101-0003-0-4301-1110-1000-110	58.96
82 00273999	V8210807	SILVER LINING TRAVEL	04/11/25		MW	0101-0723-0-5240-1110-3600-865	120.00
82 00273999	V8210807	SILVER LINING TRAVEL	04/11/25		MW	0101-8150-0-5240-0000-8110-850	240.00
82 00274000	V8210222	SINGER MUSIC	04/11/25		MW	0101-6762-0-4410-1110-1000-621	2,120.59
82 00274001	V8200949	SMART & FINAL	04/11/25		MW	0101-0004-0-4338-1110-1000-640	154.25
82 00274002	V8211658	SMART & FINAL	04/11/25		MW	0101-2600-0-4301-1110-1000-670	523.68
82 00274003	V8200954	SO CALIF EDISON CO	04/11/25		MW	0101-0001-0-5540-1110-8200-990	15,163.46
82 00274004	V8200955	SO CALIF GAS CO	04/11/25		MW	0101-0001-0-5530-1110-8200-990	597.89
82 00274005	V8211268	SOUTHWEST STRINGS	04/11/25		MW	0101-6762-0-4301-1110-1000-621	2,340.20
82 00274005	V8211268	SOUTHWEST STRINGS	04/11/25		MW	0101-6762-0-4410-1110-1000-621	5,099.49
82 00274006	V8207529	STEVE WEISS MUSIC INC	04/11/25		MW	0101-6762-0-4301-1110-1000-621	119.79
82 00274006	V8207529	STEVE WEISS MUSIC INC	04/11/25		MW	0101-6762-0-4410-1110-1000-621	1,607.32
82 00274006	V8207529	STEVE WEISS MUSIC INC	04/11/25		MW	0101-6762-0-4301-1110-1000-621	1,129.70
82 00274007	V8214212	SUNBURST WINDOW COVERINGS	04/11/25		MW	0101-8150-0-4313-0000-8110-850	205.93
82 00274008	V8201030	TIME & ALARM SYSTEMS	04/11/25		MW	0101-8150-0-5660-0000-8110-850	939.00
82 00274009	V8200346	TRANSPORTATION CHARTER SERVICE	04/11/25		MW	0101-0723-0-5816-1110-3600-865	1,771.50
82 00274010	V8212919	VALENCIA HIGH SCHOOL ASB	04/11/25		MW	0101-0000-0-8699-0000-0000-000	1,237.94
82 00274011	V8213866	VECTOR ENVIRONMENTAL CONSULTIN	04/11/25		MW	0101-8150-0-5690-0000-8110-850	1,000.00
82 00274012	V8201075	VERIZON WIRELESS	04/11/25		MW	0101-8150-0-5940-0000-8110-850	2,745.86
82 00274013	V8214344	VILLAGES OF CALIFORNIA	04/11/25		MW	0101-3310-0-5150-5750-1180-650	3,600.00
82 00274014	V8205738	VISTA PAINT	04/11/25		MW	0101-8150-0-4313-0000-8110-850	245.95
82 00274015	V8214042	VISUAL EDGE IT INC	04/11/25		MW	0101-0003-0-5660-1110-1000-120	58.29
82 00274015	V8214042	VISUAL EDGE IT INC	04/11/25		MW	0101-0003-0-5660-1110-1000-310	141.30
82 00274015	V8214042	VISUAL EDGE IT INC	04/11/25		MW	0101-0003-0-5660-1110-1000-330	1,191.35
82 00274015	V8214042	VISUAL EDGE IT INC	04/11/25		MW	0101-8150-0-5809-0000-8110-850	20.92
82 00274016	V8213265	W.W. NORTON & COMPANY INC	04/11/25		MW	0101-6300-0-4110-1110-1000-640	8,532.92
82 00274017	V8201091	WALTERS WHOLESALE ELECTRIC	04/11/25		MW	0101-8150-0-4313-0000-8110-850	217.35
82 00274018	V8212359	WITH HOPE THE AMBER CRAIG	04/11/25		MW	0101-7435-0-5810-1110-1000-706	2,650.00
00274019	V8201132	YORBA LINDA WATER DISTRICT	04/11/25		MW	0101-0001-0-5550-1110-8200-990	5,219.14
00274020	V8214343	ZEN EDUCATE INC	04/11/25		MW	0101-2600-0-5110-1110-1000-670	5,750.99
00274031	V8200077	AAA ELECTRIC MOTORS SALES & SE	04/14/25		MW	0101-8150-0-4313-0000-8110-850	1,899.57
00274033	V8204532	AMAZON.COM CORPORATE CREDIT	04/14/25		MW	0101-0003-0-4301-1110-1000-100	657.02
00274033	V8204532	AMAZON.COM CORPORATE CREDIT	04/14/25		MW	0101-0003-0-4301-1110-1000-100	174.49
00274033	V8204532	AMAZON.COM CORPORATE CREDIT	04/14/25		MW	0101-0003-0-4301-1110-1000-110	112.16

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82 00274033	V8204532	AMAZON.COM CORPORATE CREDIT	04/14/25		MW	0101-0003-0-4301-1110-1000-130	142.72
82 00274033	V8204532	AMAZON.COM CORPORATE CREDIT	04/14/25		MW	0101-0003-0-4301-1110-1000-130	424.81
82 00274033	V8204532	AMAZON.COM CORPORATE CREDIT	04/14/25		MW	0101-0003-0-4301-1110-1000-130	212.46
82 00274033	V8204532	AMAZON.COM CORPORATE CREDIT	04/14/25		MW	0101-0003-0-4301-1110-1000-140	418.53
82 00274033	V8204532	AMAZON.COM CORPORATE CREDIT	04/14/25		MW	0101-0003-0-4301-1110-1000-140	86.89
82 00274033	V8204532	AMAZON.COM CORPORATE CREDIT	04/14/25		MW	0101-0003-0-4301-1110-1000-240	65.22
82 00274033	V8204532	AMAZON.COM CORPORATE CREDIT	04/14/25		MW	0101-0003-0-4301-1110-1000-240	290.47
82 00274033	V8204532	AMAZON.COM CORPORATE CREDIT	04/14/25		MW	0101-0003-0-4301-1110-1000-250	39.72
82 00274033	V8204532	AMAZON.COM CORPORATE CREDIT	04/14/25		MW	0101-0003-0-4301-1110-1000-310	83.56
82 00274033	V8204532	AMAZON.COM CORPORATE CREDIT	04/14/25		MW	0101-0003-0-4301-1110-1000-360	65.00
82 00274033	V8204532	AMAZON.COM CORPORATE CREDIT	04/14/25		MW	0101-0003-0-4301-1110-1000-450	32.60
82 00274033	V8204532	AMAZON.COM CORPORATE CREDIT	04/14/25		MW	0101-0003-0-4301-5750-1110-441	258.59
82 00274033	V8204532	AMAZON.COM CORPORATE CREDIT	04/14/25		MW	0101-0003-0-4308-5750-1110-441	76.81
82 00274033	V8204532	AMAZON.COM CORPORATE CREDIT	04/14/25		MW	0101-0003-0-4308-0000-2700-210	21.74
82 00274033	V8204532	AMAZON.COM CORPORATE CREDIT	04/14/25		MW	0101-0004-0-4301-1110-1000-600	31.69
82 00274033	V8204532	AMAZON.COM CORPORATE CREDIT	04/14/25		MW	0101-0004-0-4301-1110-1000-635	274.10
82 00274033	V8204532	AMAZON.COM CORPORATE CREDIT	04/14/25		MW	0101-0004-0-4301-1110-1000-635	395.84
82 00274033	V8204532	AMAZON.COM CORPORATE CREDIT	04/14/25		MW	0101-0791-0-4301-1110-1000-310	73.82
82 00274033	V8204532	AMAZON.COM CORPORATE CREDIT	04/14/25		MW	0101-2600-0-4301-1110-1000-670	152.19
82 00274033	V8204532	AMAZON.COM CORPORATE CREDIT	04/14/25		MW	0101-3315-0-4301-5730-1110-650	149.28
82 00274033	V8204532	AMAZON.COM CORPORATE CREDIT	04/14/25		MW	0101-4127-0-4301-1110-1000-706	121.49
82 00274033	V8204532	AMAZON.COM CORPORATE CREDIT	04/14/25		MW	0101-6500-0-4301-5770-1120-650	554.88
82 00274033	V8204532	AMAZON.COM CORPORATE CREDIT	04/14/25		MW	0101-6500-0-4301-5001-2100-650	148.36
82 00274033	V8204532	AMAZON.COM CORPORATE CREDIT	04/14/25		MW	0101-6500-0-4301-5750-1190-650	1,738.62
82 00274033	V8204532	AMAZON.COM CORPORATE CREDIT	04/14/25		MW	0101-6762-0-4301-1110-1000-230	130.45
82 00274033	V8204532	AMAZON.COM CORPORATE CREDIT	04/14/25		MW	0101-6762-0-4301-1110-1000-621	6,439.67
82 00274033	V8204532	AMAZON.COM CORPORATE CREDIT	04/14/25		MW	0101-6762-0-4301-1110-1000-621	65.18
82 00274033	V8204532	AMAZON.COM CORPORATE CREDIT	04/14/25		MW	0101-6770-0-4301-1110-1000-100	464.56
82 00274033	V8204532	AMAZON.COM CORPORATE CREDIT	04/14/25		MW	0101-9017-0-4301-1110-1000-330	189.12
82 00274033	V8204532	AMAZON.COM CORPORATE CREDIT	04/14/25		MW	0101-9017-0-4301-1110-1000-400	208.58
82 00274033	V8204532	AMAZON.COM CORPORATE CREDIT	04/14/25		MW	0101-9017-0-4301-1110-1000-140	1,002.71
00274034	V8201311	AQUA SERV ENGINEERS INC	04/14/25		MW	0101-8150-0-5670-0000-8110-110	175.00
00274034	V8201311	AQUA SERV ENGINEERS INC	04/14/25		MW	0101-8150-0-5670-0000-8110-130	475.00
00274034	V8201311	AQUA SERV ENGINEERS INC	04/14/25		MW	0101-8150-0-5670-0000-8110-410	300.00
00274034	V8201311	AQUA SERV ENGINEERS INC	04/14/25		MW	0101-8150-0-5670-0000-8110-420	300.00
00274035	V8207089	BC TRAFFIC SPECIALIST	04/14/25		MW	0101-8150-0-4313-0000-8110-850	250.93
00274036	V8200182	BENRICH SERVICE CO IN	04/14/25		MW	0101-8150-0-5670-0000-8110-610	207.00

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82 00274037	V8200009	CALIF WEEKLY EXPLORER INC	04/14/25		MW	0101-9017-0-5821-1110-1000-230	3,043.97
82 00274037	V8200009	CALIF WEEKLY EXPLORER INC	04/14/25		MW	0101-9017-0-5821-1110-1000-410	1,702.99
82 00274038	V8212347	CALIFORNIA DEPARTMENT OF	04/14/25		MW	0101-0723-0-5240-1110-3600-865	4,500.00
82 00274039	V8212180	CINTAS CORPORATION	04/14/25		MW	0101-8150-0-5640-0000-8110-850	948.77
82 00274040	V8214478	CITY ELECTRIC SUPPLY	04/14/25		MW	0101-8150-0-4313-0000-8110-850	77.87
82 00274041	V8212276	COMM ENTERPRISES	04/14/25		MW	0101-8150-0-5670-0000-8110-850	432.60
82 00274042	E8202861	CORONADO, VICTOR F	04/14/25		MW	0101-0723-0-5240-1110-3600-865	64.27
82 00274043	V8209840	CSM CONSULTING INC	04/14/25		MW	0101-0004-0-5810-1110-1000-810	5,500.00
82 00274044	E8204297	DIAZ, VANNESA	04/14/25		MW	0101-4035-0-5240-1110-1000-635	269.25
82 00274045	V8214305	EL CAMINO REAL ASB	04/14/25		MW	0101-0000-0-8699-0000-0000-000	37.05
82 00274046	V8208329	EL DORADO HIGH SCHOOL ASB	04/14/25		MW	0101-0000-0-8699-0000-0000-000	945.71
82 00274047	V8210752	EMERALD COVE OUTDOOR SCIENCE I	04/14/25		MW	0101-9015-0-5816-1110-1000-420	22,215.53
82 00274048	V8213825	ESPERANZA HIGH SCHOOL ASB	04/14/25		MW	0101-0000-0-8699-0000-0000-000	402.69
82 00274049	E8203893	FRAGA, MARIA	04/14/25		MW	0101-4035-0-5240-1110-1000-635	50.54
82 00274050	V8200486	GEARY PACIFIC SUPPLY	04/14/25		MW	0101-8150-0-4313-0000-8110-850	508.54
82 00274051	V8200493	GLASBY MAINTENANCE SUPPLY	04/14/25		MW	0101-0003-0-4309-1110-8200-120	613.31
82 00274051	V8200493	GLASBY MAINTENANCE SUPPLY	04/14/25		MW	0101-0004-0-5660-0000-8210-840	798.58
82 00274051	V8200493	GLASBY MAINTENANCE SUPPLY	04/14/25		MW	0101-0720-0-4317-5001-3600-865	2,986.88
82 00274052	V8214229	GOLDEN WEST SECURITY SUPPLY CO	04/14/25		MW	0101-8150-0-4313-0000-8110-850	88.89
82 00274053	V8200500	GRAINGER	04/14/25		MW	0101-8150-0-4313-0000-8110-850	1,874.66
82 00274054	V8203647	INTL BACCALAUREATE NORTH AMER	04/14/25		MW	0101-6762-0-5815-1110-1000-646	9,500.00
82 00274055	V8200793	PARADIGM HEALTHCARE SVCS	04/14/25		MW	0101-9108-0-5110-1110-2100-650	10,198.06
82 00274056	V8214626	PEAC SOLUTIONS	04/14/25		MW	0101-0003-0-5640-1110-1000-110	807.80
82 00274056	V8214626	PEAC SOLUTIONS	04/14/25		MW	0101-0003-0-5640-1110-1000-140	624.44
82 00274056	V8214626	PEAC SOLUTIONS	04/14/25		MW	0101-0003-0-5640-1110-1000-390	578.95
82 00274056	V8214626	PEAC SOLUTIONS	04/14/25		MW	0101-0003-0-5640-1110-1000-400	206.27
82 00274056	V8214626	PEAC SOLUTIONS	04/14/25		MW	0101-0003-0-5640-1110-1000-450	404.27
82 00274056	V8214626	PEAC SOLUTIONS	04/14/25		MW	0101-0004-0-5640-0000-7400-730	240.29
82 00274056	V8214626	PEAC SOLUTIONS	04/14/25		MW	0101-0004-0-5640-0000-7540-832	107.48
82 00274056	V8214626	PEAC SOLUTIONS	04/14/25		MW	0101-0004-0-7438-1110-9100-831	8,080.98
82 00274056	V8214626	PEAC SOLUTIONS	04/14/25		MW	0101-6500-0-5640-5001-2100-650	218.70
00274057	V8200247	PERMA BOUND	04/14/25		MW	0101-0003-0-4210-1110-1000-130	326.15
00274057	V8200247	PERMA BOUND	04/14/25		MW	0101-0003-0-4210-1110-1000-130	86.77
00274057	V8200247	PERMA BOUND	04/14/25		MW	0101-0003-0-4210-1110-1000-240	672.26
00274058	V8214052	REECE PLUMBING	04/14/25		MW	0101-8150-0-4313-0000-8110-850	1,738.03
00274059	V8200869	REFRIGERATION SUPPLIES DIST	04/14/25		MW	0101-8150-0-4313-0000-8110-850	151.04
00274060	V8200470	REPUBLIC SERVICES INC	04/14/25		MW	0101-0001-0-5580-1110-8200-990	1,456.95

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82 00274060	V8200470	REPUBLIC SERVICES INC	04/14/25		MW	0101-8150-0-5640-0000-8110-130	718.87
82 00274061	E8204312	RIBBE, PIA	04/14/25		MW	0101-3550-0-5240-3800-1000-646	178.33
82 00274062	V8211143	SOLIANT HEALTH LLC	04/14/25		MW	0101-6500-0-5151-5770-1190-650	8,190.00
82 00274063	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/14/25		MW	0101-0003-0-4301-1110-1000-140	299.44
82 00274063	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/14/25		MW	0101-0003-0-4301-1110-1000-230	183.91
82 00274063	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/14/25		MW	0101-0003-0-4301-1110-1000-340	100.81
82 00274063	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/14/25		MW	0101-0003-0-4301-1110-1000-410	174.94
82 00274063	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/14/25		MW	0101-0003-0-4308-0000-2700-110	0.00
82 00274063	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/14/25		MW	0101-0004-0-4308-0000-7400-730	286.39
82 00274063	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/14/25		MW	0101-6010-0-4301-1110-1000-670	149.79
82 00274063	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/14/25		MW	0101-9017-0-4308-0000-2700-110	-38.38
82 00274064	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/14/25		MW	0101-6762-0-4301-1110-1000-621	0.00
82 00274064	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/14/25		MW	0101-9017-0-4301-1110-1000-110	75.93
82 00274065	V8211268	SOUTHWEST STRINGS	04/14/25		MW	0101-6762-0-4301-1110-1000-130	3,349.39
82 00274066	E8200335	SPEED, KARRITA E	04/14/25		MW	0101-0723-0-5240-1110-3600-865	25.00
82 00274067	V8214640	SPYDER3D LLC	04/14/25		MW	0101-6770-0-4301-1110-1000-310	533.36
82 00274077	E8202473	AGUILAR, LINDSEY N	04/16/25		MW	0101-6500-0-5220-5750-1130-650	90.65
82 00274078	V8204532	AMAZON.COM CORPORATE CREDIT	04/16/25		MW	0101-0003-0-4301-1110-1000-100	630.68
82 00274078	V8204532	AMAZON.COM CORPORATE CREDIT	04/16/25		MW	0101-0003-0-4301-1110-1000-130	24.45
82 00274078	V8204532	AMAZON.COM CORPORATE CREDIT	04/16/25		MW	0101-0003-0-4301-1110-1000-130	147.37
82 00274078	V8204532	AMAZON.COM CORPORATE CREDIT	04/16/25		MW	0101-0003-0-4301-1110-1000-140	636.13
82 00274078	V8204532	AMAZON.COM CORPORATE CREDIT	04/16/25		MW	0101-0003-0-4301-1110-1000-210	121.73
82 00274078	V8204532	AMAZON.COM CORPORATE CREDIT	04/16/25		MW	0101-0003-0-4301-1110-1000-210	467.34
82 00274078	V8204532	AMAZON.COM CORPORATE CREDIT	04/16/25		MW	0101-0003-0-4301-1110-1000-210	143.82
82 00274078	V8204532	AMAZON.COM CORPORATE CREDIT	04/16/25		MW	0101-0003-0-4301-1110-1000-230	51.95
82 00274078	V8204532	AMAZON.COM CORPORATE CREDIT	04/16/25		MW	0101-0003-0-4301-1110-1000-350	110.41
82 00274078	V8204532	AMAZON.COM CORPORATE CREDIT	04/16/25		MW	0101-0003-0-4301-1110-1000-360	108.73
82 00274078	V8204532	AMAZON.COM CORPORATE CREDIT	04/16/25		MW	0101-0003-0-4301-1110-1000-420	160.62
82 00274078	V8204532	AMAZON.COM CORPORATE CREDIT	04/16/25		MW	0101-0003-0-4301-1110-1000-480	811.94
82 00274078	V8204532	AMAZON.COM CORPORATE CREDIT	04/16/25		MW	0101-0003-0-4301-5750-1110-441	203.17
82 00274078	V8204532	AMAZON.COM CORPORATE CREDIT	04/16/25		MW	0101-0004-0-4301-1110-1000-810	32.61
00274078	V8204532	AMAZON.COM CORPORATE CREDIT	04/16/25		MW	0101-0004-0-4343-1110-1000-810	301.38
00274078	V8204532	AMAZON.COM CORPORATE CREDIT	04/16/25		MW	0101-0008-0-4301-0000-8200-805	18.37
00274078	V8204532	AMAZON.COM CORPORATE CREDIT	04/16/25		MW	0101-0791-0-4210-1110-1000-200	317.66
00274078	V8204532	AMAZON.COM CORPORATE CREDIT	04/16/25		MW	0101-0791-0-4301-1110-1000-200	67.84
00274078	V8204532	AMAZON.COM CORPORATE CREDIT	04/16/25		MW	0101-0791-0-4301-1110-1000-250	799.88
00274078	V8204532	AMAZON.COM CORPORATE CREDIT	04/16/25		MW	0101-2600-0-4301-1110-1000-670	87.68

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82 00274078	V8204532	AMAZON.COM CORPORATE CREDIT	04/16/25		MW	0101-4127-0-4301-1110-1000-706	122.08
82 00274078	V8204532	AMAZON.COM CORPORATE CREDIT	04/16/25		MW	0101-6387-0-4301-3800-1000-646	1,014.09
82 00274078	V8204532	AMAZON.COM CORPORATE CREDIT	04/16/25		MW	0101-6500-0-4301-5001-2100-650	45.66
82 00274078	V8204532	AMAZON.COM CORPORATE CREDIT	04/16/25		MW	0101-6762-0-4301-1110-1000-510	389.06
82 00274078	V8204532	AMAZON.COM CORPORATE CREDIT	04/16/25		MW	0101-6762-0-4301-1110-1000-530	26.04
82 00274078	V8204532	AMAZON.COM CORPORATE CREDIT	04/16/25		MW	0101-6770-0-4301-1110-1000-210	1,641.31
82 00274078	V8204532	AMAZON.COM CORPORATE CREDIT	04/16/25		MW	0101-8150-0-4313-0000-8110-850	19.17
82 00274078	V8204532	AMAZON.COM CORPORATE CREDIT	04/16/25		MW	0101-9017-0-4301-1110-1000-240	630.12
82 00274079	V8214366	AMERGIS HEALTHCARE STAFFING IN	04/16/25		MW	0101-6500-0-5151-5770-1180-650	12,963.20
82 00274080	V8200161	B & M LAWN & GARDEN CENTER	04/16/25		MW	0101-0004-0-4313-0000-8220-845	233.14
82 00274080	V8200161	B & M LAWN & GARDEN CENTER	04/16/25		MW	0101-0004-0-5660-0000-8220-845	379.09
82 00274081	V8200205	BREA OLINDA UNIFIED SCHOOL DIS	04/16/25		MW	0101-6500-0-5156-5750-1110-650	50,511.00
82 00274082	E8202811	CRAIK, ELAINE	04/16/25		MW	0101-6500-0-5220-5770-1190-650	177.38
82 00274083	V8200375	DIVISION OF THE STATE ARCHITEC	04/16/25		MW	0101-9150-0-6220-0000-8110-130	6,588.12
82 00274084	V8209770	FULLER ENGINEERING INC	04/16/25		MW	0101-8150-0-5670-0000-8110-850	5,515.87
82 00274085	E8203768	HERRERA, Yael	04/16/25		MW	0101-4127-0-5220-1110-1000-650	159.95
82 00274086	V8200227	JDS INDUSTRIES INC	04/16/25		MW	0101-0004-0-4308-0000-7550-831	143.50
82 00274087	V8201171	KELLY SPICERS INC.	04/16/25		MW	0101-0004-0-4308-0000-7550-831	2,635.69
82 00274088	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/16/25		MW	0101-0003-0-5660-1110-1000-110	102.51
82 00274088	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/16/25		MW	0101-0003-0-5660-1110-1000-130	3.84
82 00274088	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/16/25		MW	0101-0003-0-5660-1110-1000-200	219.06
82 00274088	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/16/25		MW	0101-0003-0-5660-1110-1000-210	576.46
82 00274088	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/16/25		MW	0101-0003-0-5660-1110-1000-220	1,288.36
82 00274088	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/16/25		MW	0101-0003-0-5660-1110-1000-230	128.62
82 00274088	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/16/25		MW	0101-0003-0-5660-1110-1000-230	912.21
82 00274088	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/16/25		MW	0101-0003-0-5660-1110-1000-350	417.20
82 00274088	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/16/25		MW	0101-0003-0-5660-1110-1000-450	23.31
82 00274088	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/16/25		MW	0101-0003-0-5660-1110-1000-460	631.38
82 00274088	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/16/25		MW	0101-0003-0-5660-1110-1000-490	236.79
82 00274088	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/16/25		MW	0101-0003-0-5660-1110-1000-500	93.40
82 00274088	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/16/25		MW	0101-0003-0-5660-1110-1000-510	107.86
00274088	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/16/25		MW	0101-0003-0-5660-1110-1000-520	299.66
00274088	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/16/25		MW	0101-0003-0-5660-1110-1000-530	211.33
00274088	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/16/25		MW	0101-0003-0-5660-1110-1000-170	272.80
00274088	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/16/25		MW	0101-0004-0-5660-1110-3140-705	134.96
00274088	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/16/25		MW	0101-0004-0-5660-1110-1000-635	53.62
00274088	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/16/25		MW	0101-9108-0-5660-5001-2100-650	41.69

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82 00274089	V8214141	LIFTGATE SERVICES LLC	04/16/25		MW	0101-0004-0-5690-1110-8200-865	1,683.42
82 00274090	V8200764	ORANGE COUNTY DEPT OF ED	04/16/25		MW	0101-0003-0-5240-1110-1000-210	800.00
82 00274090	V8200764	ORANGE COUNTY DEPT OF ED	04/16/25		MW	0101-3310-0-5240-5770-1110-650	300.00
82 00274090	V8200764	ORANGE COUNTY DEPT OF ED	04/16/25		MW	0101-9017-0-5816-1110-1000-330	1,251.25
82 00274091	V8200247	PERMA BOUND	04/16/25		MW	0101-0003-0-4210-1110-1000-240	80.95
82 00274092	V8207666	PEST OPTIONS INC	04/16/25		MW	0101-0004-0-5670-0000-8210-840	2,030.58
82 00274093	V8210258	PHANTOM PROJECTS	04/16/25		MW	0101-9017-0-5821-1110-1000-230	875.00
82 00274094	E8204377	PLAZA, FRANCISCA	04/16/25		MW	0101-6500-0-5220-5750-1130-650	64.89
82 00274095	V8208514	PRETEND CITY CHILDRENS MUSEUM	04/16/25		MW	0101-9017-0-5816-1110-1000-350	70.00
82 00274096	V8214576	QUADIENT FINANCE USA INC	04/16/25		MW	0101-0004-0-4310-0000-7540-832	22.61
82 00274097	V8211658	SMART & FINAL	04/16/25		MW	0101-2600-0-4301-1110-1000-670	97.43
82 00274098	V8211199	SOUTHERN CALIFORNIA SENSORY	04/16/25		MW	0101-9108-0-5110-1110-1000-650	18,477.20
82 00274099	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/16/25		MW	0101-0003-0-4301-1110-1000-100	133.40
82 00274099	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/16/25		MW	0101-0003-0-4301-1110-1000-170	34.79
82 00274099	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/16/25		MW	0101-0003-0-4301-1110-1000-230	403.33
82 00274099	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/16/25		MW	0101-0003-0-4301-1110-1000-340	7.24
82 00274099	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/16/25		MW	0101-0003-0-4301-1110-1000-450	730.21
82 00274100	V8213605	SPECTRUM CENTER - ROSSIER PARK	04/16/25		MW	0101-6500-0-5851-5001-3600-650	3,549.45
82 00274101	E8203873	STAMP, EVIN	04/16/25		MW	0101-6762-0-5220-1110-1000-621	101.50
82 00274102	E8201609	STEUBER, MICHELLE L	04/16/25		MW	0101-0791-0-5220-1110-2100-640	58.17
82 00274103	V8213700	STRATEGIC KIDS LLC	04/16/25		MW	0101-2600-0-5110-1110-1000-670	46,836.25
82 00274104	V8200463	STUDENT TRANSPORTATION OF AMER	04/16/25		MW	0101-0723-0-5816-1110-3600-865	2,050.00
82 00274105	V8211078	TEACHERS PAY TEACHERS	04/16/25		MW	0101-6500-0-4301-5770-1190-650	125.85
82 00274106	V8210553	TITAN STUDENT UNION	04/16/25		MW	0101-9017-0-5816-1110-1000-530	1,433.25
82 00274107	V8201132	YORBA LINDA WATER DISTRICT	04/16/25		MW	0101-0001-0-5550-1110-8200-990	3,049.71
82 00274115	V8200078	AARDVARK CLAY & SUPPLIES INC	04/17/25		MW	0101-6770-0-4301-1110-1000-130	424.13
82 00274116	V8211294	AMERICAN FLOOR MATS	04/17/25		MW	0101-9017-0-4410-1110-1000-430	850.24
82 00274117	V8206590	APPLE COMPUTER INC	04/17/25		MW	0101-3315-0-4342-5730-1110-650	5.97
82 00274117	V8206590	APPLE COMPUTER INC	04/17/25		MW	0101-6500-0-4342-5770-1190-650	299.99
82 00274117	V8206590	APPLE COMPUTER INC	04/17/25		MW	0101-6500-0-4343-5770-1190-650	2,532.53
82 00274117	V8206590	APPLE COMPUTER INC	04/17/25		MW	0101-6762-0-4301-1110-1000-621	830.85
00274117	V8206590	APPLE COMPUTER INC	04/17/25		MW	0101-9108-0-4411-5001-2100-650	1,307.91
00274118	V8201624	B & H PHOTO VIDEO	04/17/25		MW	0101-0003-0-4301-1110-1000-100	932.14
00274118	V8201624	B & H PHOTO VIDEO	04/17/25		MW	0101-6387-0-4301-3800-1000-646	591.91
00274118	V8201624	B & H PHOTO VIDEO	04/17/25		MW	0101-6387-0-4410-3800-1000-646	1,752.35
00274119	V8207830	BAILEY CERAMIC SUPPLIES	04/17/25		MW	0101-6770-0-4301-1110-1000-140	2,472.60
00274119	V8207830	BAILEY CERAMIC SUPPLIES	04/17/25		MW	0101-6770-0-6411-1110-1000-140	4,600.00

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82 00274120	V8209673	BSN SPORTS LLC	04/17/25		MW	0101-6762-0-4301-1110-1000-130	1,781.06
82 00274121	E8203853	BURNETT, THOMAS	04/17/25		MW	0101-0004-0-5220-1110-1000-810	49.84
82 00274122	V8213371	CAMBRIDGE UNIVERSITY PRESS & A	04/17/25		MW	0101-6762-0-4301-1110-1000-100	100.79
82 00274123	V8200253	CAROLINA BIOLOGICAL SUPPLY CO	04/17/25		MW	0101-9017-0-4301-1110-1000-170	110.56
82 00274124	V8200258	CDW G INC	04/17/25		MW	0101-2600-0-4343-1110-1000-670	12,105.00
82 00274125	V8212180	CINTAS CORPORATION	04/17/25		MW	0101-0004-0-5640-0000-7540-832	70.00
82 00274126	V8213479	CONEXWEST	04/17/25		MW	0101-2600-0-5640-1110-2100-670	162.04
82 00274127	V8211762	CONJUGUEMOS	04/17/25		MW	0101-0003-0-5815-1110-1000-130	60.00
82 00274128	V8208669	CSUF AUXILIARY SERVICES CORP	04/17/25		MW	0101-9017-0-5816-1110-1000-230	545.00
82 00274129	V8214375	CUSTOM DESIGN SCREEN PRINTING	04/17/25		MW	0101-6770-0-4301-1110-1000-380	3,172.83
82 00274130	V8214654	DAVID OTTA PRODUCTIONS	04/17/25		MW	0101-0008-0-5810-0000-8200-805	15,037.50
82 00274131	V8200119	DEMCO INC	04/17/25		MW	0101-9017-0-4301-1110-1000-380	195.67
82 00274132	V8200368	DICK BLICK ART MATERIALS	04/17/25		MW	0101-9017-0-4301-1110-1000-230	297.00
82 00274133	V8214338	DISCIPLINA POSITIVA INC	04/17/25		MW	0101-4127-0-5810-1110-1000-625	28,000.00
82 00274134	V8200098	DISNEYLAND RESORT	04/17/25		MW	0101-6387-0-5816-3800-1000-646	7,245.00
82 00274135	V8211758	EDPUZZLE INC	04/17/25		MW	0101-3010-0-5815-1110-1000-250	6,069.00
82 00274136	V8207042	FAGEN FRIEDMAN & FULFROST LLP	04/17/25		MW	0101-0004-0-5807-0000-7400-730	10,742.50
82 00274137	V8200444	FISHER SCIENTIFIC LLC	04/17/25		MW	0101-9017-0-4301-1110-1000-100	370.11
82 00274138	V8214543	GALLARDO SPEECH PATHOLOGY INC	04/17/25		MW	0101-6500-0-5810-5770-1190-650	3,500.00
82 00274139	E8203324	GANGANO, TALIA R	04/17/25		MW	0101-6500-0-5220-5770-1190-650	65.38
82 00274140	V8200493	GLASBY MAINTENANCE SUPPLY	04/17/25		MW	0101-0003-0-4309-1110-8200-110	23.87
82 00274140	V8200493	GLASBY MAINTENANCE SUPPLY	04/17/25		MW	0101-0003-0-4309-1110-8200-230	2,326.52
82 00274140	V8200493	GLASBY MAINTENANCE SUPPLY	04/17/25		MW	0101-0003-0-4309-1110-8200-340	140.57
82 00274140	V8200493	GLASBY MAINTENANCE SUPPLY	04/17/25		MW	0101-0003-0-4309-1110-8200-400	735.62
82 00274140	V8200493	GLASBY MAINTENANCE SUPPLY	04/17/25		MW	0101-0003-0-4309-1110-8200-440	41.22
82 00274141	V8200498	GOPHER SPORT	04/17/25		MW	0101-0003-0-4301-1110-1000-100	565.16
82 00274142	V8200542	HIRSCH PIPE & SUPPLY CO	04/17/25		MW	0101-8150-0-4313-0000-8110-850	449.94
82 00274143	V8200547	HOME DEPOT	04/17/25		MW	0101-0004-0-4343-1110-1000-810	110.98
82 00274144	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/17/25		MW	0101-0003-0-5660-1110-1000-200	1,455.39
82 00274144	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/17/25		MW	0101-0003-0-5660-1110-1000-210	429.35
82 00274144	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/17/25		MW	0101-0003-0-5660-1110-1000-230	505.47
00274144	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/17/25		MW	0101-0003-0-5660-1110-1000-340	1,042.20
00274144	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/17/25		MW	0101-0003-0-5660-1110-1000-350	523.85
00274144	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/17/25		MW	0101-0003-0-5660-1110-1000-380	1,571.67
00274144	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/17/25		MW	0101-0003-0-5660-1110-1000-410	1.09
00274144	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/17/25		MW	0101-0003-0-5660-1110-1000-420	890.81
00274144	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/17/25		MW	0101-0003-0-5660-1110-1000-480	584.29

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82 00274144	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/17/25		MW	0101-0003-0-5660-1110-1000-490	658.09
82 00274144	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/17/25		MW	0101-0003-0-5660-1110-1000-510	599.92
82 00274144	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/17/25		MW	0101-0003-0-5660-1110-1000-520	45.01
82 00274144	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/17/25		MW	0101-0003-0-5660-1110-1000-170	117.43
82 00274144	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/17/25		MW	0101-0004-0-5660-0000-7200-800	36.40
82 00274144	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/17/25		MW	0101-0004-0-5660-0000-7700-810	7.27
82 00274144	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/17/25		MW	0101-0004-0-5660-1110-1000-706	220.69
82 00274144	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/17/25		MW	0101-0008-0-5660-0000-8200-805	12.23
82 00274144	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/17/25		MW	0101-3310-0-5660-5730-1190-650	23.28
82 00274144	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/17/25		MW	0101-6500-0-5660-5001-2100-650	198.93
82 00274144	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/17/25		MW	0101-6762-0-5660-1110-1000-621	26.69
82 00274144	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/17/25		MW	0101-6762-0-4410-1110-1000-450	122.73
82 00274144	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/17/25		MW	0101-6762-0-5660-1110-1000-450	109.20
82 00274145	E8203451	MARSHALL, ELAINE	04/17/25		MW	0101-0004-0-5240-1110-2100-705	22.26
82 00274146	E8203595	MASONE, JULIE	04/17/25		MW	0101-9017-0-4301-1110-1000-220	47.41
82 00274147	V8200679	MCFADDEN DALE HARDWARE	04/17/25		MW	0101-8150-0-4313-0000-8110-850	42.99
82 00274148	V8200746	NORTH COUNTY GLASS	04/17/25		MW	0101-8150-0-4313-0000-8110-850	183.18
82 00274149	V8214471	ONE DAY SIGNS INC	04/17/25		MW	0101-8150-0-4313-0000-8110-850	226.28
82 00274150	V8210536	OVERHEAD DOOR SYSTEMS INC	04/17/25		MW	0101-8150-0-5670-0000-8110-140	700.00
82 00274150	V8210536	OVERHEAD DOOR SYSTEMS INC	04/17/25		MW	0101-8150-0-5670-0000-8110-610	625.00
82 00274150	V8210536	OVERHEAD DOOR SYSTEMS INC	04/17/25		MW	0101-8150-0-5670-0000-8110-850	1,500.00
82 00274150	V8210536	OVERHEAD DOOR SYSTEMS INC	04/17/25		MW	0101-8150-0-5670-0000-8110-110	575.00
82 00274150	V8210536	OVERHEAD DOOR SYSTEMS INC	04/17/25		MW	0101-8150-0-5670-0000-8110-470	575.00
82 00274150	V8210536	OVERHEAD DOOR SYSTEMS INC	04/17/25		MW	0101-8150-0-5670-0000-8110-100	575.00
82 00274150	V8210536	OVERHEAD DOOR SYSTEMS INC	04/17/25		MW	0101-8150-0-5670-0000-8110-510	575.00
82 00274150	V8210536	OVERHEAD DOOR SYSTEMS INC	04/17/25		MW	0101-8150-0-5670-0000-8110-450	575.00
82 00274151	V8206361	RADIO SERVICE INC	04/17/25		MW	0101-8150-0-4313-0000-8110-850	622.00
82 00274152	V8214052	REECE PLUMBING	04/17/25		MW	0101-8150-0-4410-0000-8110-130	2,601.34
82 00274152	V8214052	REECE PLUMBING	04/17/25		MW	0101-8150-0-4410-0000-8110-240	2,729.23
82 00274152	V8214052	REECE PLUMBING	04/17/25		MW	0101-8150-0-4313-0000-8110-850	1,009.40
82 00274153	V8200869	REFRIGERATION SUPPLIES DIST	04/17/25		MW	0101-8150-0-4313-0000-8110-850	3,056.83
00274154	V8214032	S.E.T. BASKETBALL ACADEMY LLC	04/17/25		MW	0101-2600-0-5110-1110-1000-670	12,810.00
00274155	V8200932	SECO ELECTRIC & LIGHTING	04/17/25		MW	0101-8150-0-4313-0000-8110-850	28,961.87
00274156	E8203574	SELOF, AMY	04/17/25		MW	0101-0003-0-5220-1110-1000-130	57.26
00274157	V8211314	SITEONE LANDSCAPE SUPPLY LLC	04/17/25		MW	0101-0004-0-4313-0000-8220-845	140.11
00274158	V8200954	SO CALIF EDISON CO	04/17/25		MW	0101-0001-0-5540-1110-8200-990	7,007.34
00274159	V8200955	SO CALIF GAS CO	04/17/25		MW	0101-0001-0-5530-1110-8200-990	21,496.01

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82 00274160	V8205750	SOURCE GRAPHICS	04/17/25		MW	0101-0004-0-4308-0000-7550-831	567.00
82 00274161	V8212795	SOUTHERN CALIFORNIA NEWS GROUP	04/17/25		MW	0101-6762-0-5806-0000-8500-110	1,786.48
82 00274161	V8212795	SOUTHERN CALIFORNIA NEWS GROUP	04/17/25		MW	0101-6762-0-5806-0000-8500-100	1,786.48
82 00274162	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/17/25		MW	0101-0003-0-4301-1110-1000-320	232.48
82 00274162	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/17/25		MW	0101-0003-0-4301-1110-1000-410	15.67
82 00274162	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/17/25		MW	0101-0003-0-4301-1110-1000-430	165.68
82 00274162	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/17/25		MW	0101-0004-0-4308-1110-2100-705	71.71
82 00274162	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/17/25		MW	0101-0004-0-4308-1110-3140-705	56.14
82 00274162	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/17/25		MW	0101-0791-0-4301-1110-1000-250	163.22
82 00274162	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/17/25		MW	0101-2600-0-4301-1110-1000-670	489.70
82 00274162	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/17/25		MW	0101-6762-0-4301-1110-1000-621	33.61
82 00274163	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/17/25		MW	0101-0003-0-4301-1110-1000-110	471.01
82 00274164	E8204394	SUAREZ, JOSEPH	04/17/25		MW	0101-6500-0-5220-5770-1190-650	236.32
82 00274165	V8206263	SUPER SIGNMART	04/17/25		MW	0101-0004-0-4308-0000-7550-831	607.67
82 00274166	V8201006	SUPPLYMASTER INC	04/17/25		MW	0101-0003-0-4308-0000-2700-390	121.92
82 00274166	V8201006	SUPPLYMASTER INC	04/17/25		MW	0101-0003-0-4301-1110-1000-340	624.45
82 00274166	V8201006	SUPPLYMASTER INC	04/17/25		MW	0101-0003-0-4301-1110-1000-350	129.40
82 00274166	V8201006	SUPPLYMASTER INC	04/17/25		MW	0101-0004-0-4308-0000-7300-815	84.64
82 00274167	V8214569	THE COOKIE ELEMENT	04/17/25		MW	0101-0004-0-4338-1110-2100-645	615.00
82 00274168	V8208827	THYSSENKRUPP ELEVATOR CORP	04/17/25		MW	0101-8150-0-5690-0000-8110-140	6,243.25
82 00274169	V8201030	TIME & ALARM SYSTEMS	04/17/25		MW	0101-8150-0-5690-0000-8110-140	1,870.11
82 00274170	V8214042	VISUAL EDGE IT INC	04/17/25		MW	0101-0004-0-5660-0000-7550-831	506.51
82 00274170	V8214042	VISUAL EDGE IT INC	04/17/25		MW	0101-9017-0-5660-1110-1000-530	93.33
82 00274171	V8213822	WESTERN DRAIN SUPPLY	04/17/25		MW	0101-8150-0-4313-0000-8110-850	392.21
82 00274172	V8214343	ZEN EDUCATE INC	04/17/25		MW	0101-6500-0-5151-5770-1180-650	15,743.52
82 00274176	V8200074	A Z BUS SALES INC	04/18/25		MW	0101-0723-0-4315-1110-3600-865	2,427.04
82 00274177	V8213740	AMBASSADOR AUTOMOTIVE INC	04/18/25		MW	0101-0720-0-5690-5001-3600-865	99.95
82 00274178	E8204086	CAVISH, BRENNEN	04/18/25		MW	0101-0004-0-5220-1110-1000-810	54.95
82 00274179	V8212180	CINTAS CORPORATION	04/18/25		MW	0101-0723-0-5560-5001-3600-865	191.59
82 00274180	V8201581	DARTCO TRANSMISSION SALES & SE	04/18/25		MW	0101-0723-0-5690-1110-3600-865	6,264.54
82 00274181	V8206229	ENVIRONMENTAL NATURE CENTER	04/18/25		MW	0101-9017-0-5816-1110-1000-530	747.50
00274182	V8213838	EVERDRIVEN TECHNOLOGIES	04/18/25		MW	0101-0720-0-5812-5001-3600-865	5,516.60
00274183	V8210119	FACTORY MOTOR PARTS	04/18/25		MW	0101-0004-0-4313-1110-8200-865	322.49
00274183	V8210119	FACTORY MOTOR PARTS	04/18/25		MW	0101-0720-0-4315-5001-3600-865	3,274.53
00274184	V8201847	FAIRWAY FORD	04/18/25		MW	0101-0004-0-4313-1110-8200-865	34.78
00274185	V8200446	FLEET SERVICES	04/18/25		MW	0101-0004-0-4313-1110-8200-865	112.36
00274185	V8200446	FLEET SERVICES	04/18/25		MW	0101-0720-0-4315-5001-3600-865	1,684.63

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82 00274185	V8200446	FLEET SERVICES	04/18/25		MW	0101-0723-0-4315-1110-3600-865	2,619.23
82 00274186	V8200493	GLASBY MAINTENANCE SUPPLY	04/18/25		MW	0101-0003-0-4309-1110-8200-450	1,974.39
82 00274187	V8208360	GOLD COAST TOURS	04/18/25		MW	0101-0723-0-5816-1110-3600-865	8,247.30
82 00274188	E8204221	GOOCH, BRANDON	04/18/25		MW	0101-0004-0-5220-1110-1000-810	291.97
82 00274189	V8213641	HANNA INTERPRETING SERVICES LL	04/18/25		MW	0101-6500-0-5810-5760-1110-650	27.09
82 00274190	V8211829	HELP FOR BRAIN INJURED CHILDRE	04/18/25		MW	0101-6500-0-5150-5750-1180-650	6,546.82
82 00274191	V8209845	JACKSON'S AUTO SUPPLY	04/18/25		MW	0101-0004-0-4313-1110-8200-865	117.85
82 00274191	V8209845	JACKSON'S AUTO SUPPLY	04/18/25		MW	0101-0720-0-4315-5001-3600-865	296.99
82 00274192	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/18/25		MW	0101-0003-0-5660-1110-1000-120	252.87
82 00274192	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/18/25		MW	0101-0003-0-5660-1110-1000-350	119.37
82 00274192	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/18/25		MW	0101-0003-0-5660-1110-1000-360	189.54
82 00274192	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/18/25		MW	0101-0003-0-5660-1110-1000-410	1,321.33
82 00274192	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/18/25		MW	0101-0003-0-5660-1110-1000-460	56.62
82 00274192	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/18/25		MW	0101-0003-0-5660-1110-1000-530	623.48
82 00274192	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/18/25		MW	0101-0004-0-5660-1110-1000-600	226.79
82 00274192	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/18/25		MW	0101-0004-0-5660-1110-7150-700	229.27
82 00274192	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/18/25		MW	0101-0008-0-5660-0000-8200-805	3.70
82 00274192	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/18/25		MW	0101-0723-0-5660-1110-3600-865	103.56
82 00274192	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/18/25		MW	0101-0791-0-5660-1110-1000-625	52.56
82 00274192	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/18/25		MW	0101-0791-0-5660-1110-1000-625	46.77
82 00274192	V8210165	KONICA MINOLTA BUSINESS SOLUTI	04/18/25		MW	0101-6500-0-5660-5001-2100-650	98.56
82 00274193	V8206781	LANGUAGE NETWORK INC	04/18/25		MW	0101-6500-0-5810-5760-1110-650	2,023.00
82 00274194	V8213874	LAWSON PRODUCTS INC	04/18/25		MW	0101-0720-0-4315-5001-3600-865	218.91
82 00274195	V8212348	MOBILE SCREENING SOLUTIONS INC	04/18/25		MW	0101-0004-0-5810-0000-3600-865	1,151.00
82 00274196	V8213995	ORBACH HUFF & HENDERSON LLP	04/18/25		MW	0101-0001-0-5807-0000-7200-990	1,794.46
82 00274197	E8204251	PARLAPIANO, CHRIS	04/18/25		MW	0101-9017-0-4301-1110-1000-220	95.28
82 00274198	E8204432	QUAN, ALEXANDER	04/18/25		MW	0101-9017-0-4301-1110-1000-220	479.25
82 00274199	V8214458	RUSH TRUCK CENTERS OF CALIFORN	04/18/25		MW	0101-0723-0-4315-1110-3600-865	3,477.88
82 00274200	V8210709	VANAMAN GERMAN LLP	04/18/25		MW	0101-6500-0-5817-5001-2100-650	8,000.00
82 00274201	V8214303	WELLS FARGO BANK N.A.	04/18/25		MW	0101-0003-0-5640-1110-1000-380	387.70
SUBFUND 0101 Total:							4,185,320.76

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82 00273779	V8200205	BREA OLINDA UNIFIED SCHOOL DIS	04/07/25		MW	1010-6500-0-7221-5001-9200-000	460,110.74
SUBFUND 1010 Total:							460,110.74

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82 00273297	V8203559	AT & T	03/24/25		MW	1212-9061-0-5910-1110-2100-670	735.21
82 00273298	V8200949	SMART & FINAL	03/24/25		MW	1212-5025-0-4301-8500-1000-672	68.24
82 00273298	V8200949	SMART & FINAL	03/24/25		MW	1212-6105-0-4301-8500-1000-672	237.88
82 00273330	E8202753	PEREZ, LYNNMARIE C	03/25/25		MW	1212-9061-0-5220-1110-2100-670	59.08
82 00273331	V8214072	WATER AND WIFI LLC	03/25/25		MW	1212-9061-0-6274-0000-8500-340	290.52
82 00273374	V8200332	COSTCO WHOLESALE	03/26/25		MW	1212-6105-0-4301-8500-1000-672	377.97
82 00273443	V8204532	AMAZON.COM CORPORATE CREDIT	03/27/25		MW	1212-9062-0-4301-1110-1000-670	126.75
82 00273443	V8204532	AMAZON.COM CORPORATE CREDIT	03/27/25		MW	1212-9062-0-4301-1110-1000-670	249.94
82 00273444	V8213644	CULVER-NEWLIN	03/27/25		MW	1212-5025-0-4410-8500-1000-672	5,085.13
82 00273444	V8213644	CULVER-NEWLIN	03/27/25		MW	1212-9062-0-4410-1110-1000-670	10,170.26
82 00273445	V8205640	KNOWLAND CONSTRUCTION SERVICES	03/27/25		MW	1212-9061-0-6299-0000-8500-340	6,720.00
82 00273446	V8200932	SECO ELECTRIC & LIGHTING	03/27/25		MW	1212-9061-0-6274-0000-8500-450	27,523.05
82 00273482	V8214626	PEAC SOLUTIONS	03/28/25		MW	1212-6105-0-5640-8500-1000-672	149.04
82 00273595	V8214366	AMERGIS HEALTHCARE STAFFING IN	04/02/25		MW	1212-6105-0-5810-8500-1000-672	250.00
82 00273595	V8214366	AMERGIS HEALTHCARE STAFFING IN	04/02/25		MW	1212-9062-0-5810-1110-1000-670	950.00
82 00273596	E8204367	CORONA, MARCIA	04/02/25		MW	1212-9062-0-5220-1110-2100-670	90.79
82 00273597	V8200332	COSTCO WHOLESALE	04/02/25		MW	1212-9062-0-4301-1110-1000-670	528.23
82 00273598	V8202138	I & B FLOORING	04/02/25		MW	1212-9061-0-6274-0000-8500-340	16,748.03
82 00273599	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/02/25		MW	1212-6105-0-4301-8500-1000-672	50.21
82 00273646	V8204532	AMAZON.COM CORPORATE CREDIT	04/03/25		MW	1212-9044-0-4301-1110-1000-340	137.52
82 00273646	V8204532	AMAZON.COM CORPORATE CREDIT	04/03/25		MW	1212-9062-0-4301-1110-1000-670	33.16
82 00273647	V8206810	LAKESHORE LEARNING	04/03/25		MW	1212-6105-0-4301-8500-1000-672	2,290.48
82 00273727	V8200764	ORANGE COUNTY DEPT OF ED	04/04/25		MW	1212-6105-0-5240-8500-1000-672	1,240.00
82 00273728	V8201006	SUPPLYMASTER INC	04/04/25		MW	1212-9061-0-4301-1110-2100-670	414.40
82 00273780	V8204532	AMAZON.COM CORPORATE CREDIT	04/07/25		MW	1212-9044-0-4301-1110-1000-530	39.47
82 00273781	E8201912	ARRITT, ALIDA E	04/07/25		MW	1212-6105-0-5240-8500-1000-672	23.03
82 00273782	V8200547	HOME DEPOT	04/07/25		MW	1212-5025-0-4410-8500-1000-672	868.91
82 00273783	V8206810	LAKESHORE LEARNING	04/07/25		MW	1212-9062-0-4410-1110-1000-670	1,955.32
82 00273783	V8206810	LAKESHORE LEARNING	04/07/25		MW	1212-9062-0-4410-1110-1000-670	1,955.32
82 00273784	E8202221	LOPEZ, ANA G	04/07/25		MW	1212-6105-0-5240-8500-1000-672	17.22
82 00273785	E8204369	MARTINEZ DE GUDIEL, MONICA	04/07/25		MW	1212-9062-0-5220-1110-2100-670	107.52
00273786	E8204246	PEREZ, MONETTE	04/07/25		MW	1212-9062-0-5220-1110-2100-670	48.44
00273787	V8211658	SMART & FINAL	04/07/25		MW	1212-9062-0-4301-1110-1000-670	175.49
00273788	V8200198	T MOBILE USA INC	04/07/25		MW	1212-9061-0-5940-1110-2100-670	712.32
00273788	V8200198	T MOBILE USA INC	04/07/25		MW	1212-9062-0-5940-1110-2100-670	29.68
00273789	V8214042	VISUAL EDGE IT INC	04/07/25		MW	1212-9061-0-5660-1110-2100-670	85.60
00273824	V8200949	SMART & FINAL	04/08/25		MW	1212-5025-0-4301-8500-1000-672	105.24

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82 00273824	V8200949	SMART & FINAL	04/08/25		MW	1212-6105-0-4301-8500-1000-672	264.51
82 00273825	V8201075	VERIZON WIRELESS	04/08/25		MW	1212-9061-0-5940-1110-2100-670	51.69
82 00273891	V8200332	COSTCO WHOLESALE	04/09/25		MW	1212-6105-0-4301-8500-1000-672	377.64
82 00273892	V8210148	JM JUSTUS FENCE COMPANY	04/09/25		MW	1212-9061-0-6274-0000-8500-340	62,305.75
82 00273893	E8204320	LARA, ERIKA	04/09/25		MW	1212-6105-0-5240-8500-1000-670	20.72
82 00273894	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/09/25		MW	1212-9062-0-4301-1110-1000-670	136.20
82 00273895	V8200198	T MOBILE USA INC	04/09/25		MW	1212-9061-0-5940-1110-2100-670	1.60
82 00273963	V8204532	AMAZON.COM CORPORATE CREDIT	04/10/25		MW	1212-9044-0-4301-1110-1000-530	21.49
82 00273963	V8204532	AMAZON.COM CORPORATE CREDIT	04/10/25		MW	1212-9062-0-4301-1110-1000-670	174.97
82 00273964	V8214366	AMERGIS HEALTHCARE STAFFING IN	04/10/25		MW	1212-6105-0-5810-8500-1000-672	662.50
82 00273964	V8214366	AMERGIS HEALTHCARE STAFFING IN	04/10/25		MW	1212-9062-0-5810-1110-1000-670	1,525.00
82 00273965	V8206192	GEORGE BRYANT CONSTRUCTION INC	04/10/25		MW	1212-9061-0-6280-0000-8500-340	5,300.00
82 00273966	E8204336	RICE, TEA	04/10/25		MW	1212-6105-0-5240-8500-1000-672	21.70
82 00273967	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/10/25		MW	1212-6105-0-4301-8500-1000-672	822.29
82 00274021	V8204532	AMAZON.COM CORPORATE CREDIT	04/11/25		MW	1212-9044-0-4301-1110-1000-340	15.16
82 00274022	V8200157	HOBBY LOBBY	04/11/25		MW	1212-9062-0-4301-1110-1000-670	261.76
82 00274023	V8214155	HOPE DISPLAYS LLC	04/11/25		MW	1212-9061-0-4301-1110-1000-670	37,381.43
82 00274024	E8202155	RAMIREZ-CUESTA, SYLVIA	04/11/25		MW	1212-6105-0-5240-8500-2100-672	35.28
82 00274025	E8204455	SAITO, JILL	04/11/25		MW	1212-6105-0-5240-8500-2100-672	15.82
82 00274026	V8211658	SMART & FINAL	04/11/25		MW	1212-9062-0-4301-1110-1000-670	126.32
82 00274027	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/11/25		MW	1212-6105-0-4301-8500-1000-672	260.98
82 00274028	V8214042	VISUAL EDGE IT INC	04/11/25		MW	1212-6105-0-5660-8500-1000-672	13.82
82 00274068	V8204532	AMAZON.COM CORPORATE CREDIT	04/14/25		MW	1212-9062-0-4301-1110-1000-670	289.54
82 00274068	V8204532	AMAZON.COM CORPORATE CREDIT	04/14/25		MW	1212-9062-0-4301-1110-1000-670	150.04
82 00274068	V8204532	AMAZON.COM CORPORATE CREDIT	04/14/25		MW	1212-9062-0-4301-1110-1000-670	150.04
82 00274068	V8204532	AMAZON.COM CORPORATE CREDIT	04/14/25		MW	1212-9062-0-4301-1110-1000-670	150.04
82 00274068	V8204532	AMAZON.COM CORPORATE CREDIT	04/14/25		MW	1212-9062-0-4301-1110-1000-670	280.14
82 00274068	V8204532	AMAZON.COM CORPORATE CREDIT	04/14/25		MW	1212-9062-0-4301-1110-1000-670	149.99
82 00274069	V8213644	CULVER-NEWLIN	04/14/25		MW	1212-9062-0-4410-1110-1000-670	10,170.26
82 00274070	V8206810	LAKESHORE LEARNING	04/14/25		MW	1212-9062-0-4301-1110-1000-670	2,080.39
82 00274071	V8200964	SOUTHWEST SCHOOL & OFFICE SUPP	04/14/25		MW	1212-6105-0-4301-8500-1000-672	164.05
00274072	V8201030	TIME & ALARM SYSTEMS	04/14/25		MW	1212-9061-0-6274-0000-8500-340	26,998.52
00274173	V8200493	GLASBY MAINTENANCE SUPPLY	04/17/25		MW	1212-9062-0-4309-1110-8200-670	334.81
00274174	E8203730	MENDOZA PAZ, GUADALUPE	04/17/25		MW	1212-9061-0-5220-1110-2100-670	81.41
00274175	V8201006	SUPPLYMASTER INC	04/17/25		MW	1212-9061-0-4301-1110-2100-670	155.23

SUBFUND 1212 Total: 231,600.54

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Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
82 00273299	E8203487	CARTER, ROCHELLE DEANNE	03/24/25		MW	1313-5310-0-5220-0000-3700-835	124.32
82 00273300	E8202726	MATSUMOTO, SONIA	03/24/25		MW	1313-5310-0-5220-0000-3700-835	103.95
82 00273301	E8203213	SULLIVAN, MARTINA G	03/24/25		MW	1313-5310-0-5220-0000-3700-835	62.58
82 00273375	V8200177	ARROW RESTAURANT EQUIPMENT	03/26/25		MW	1313-5310-0-6430-0000-3700-835	5,111.25
82 00273376	V8211879	NU HEALTH FOODS LLC	03/26/25		MW	1313-5310-0-4710-0000-3700-835	18,063.36
82 00273377	V8210243	US FOODS INC	03/26/25		MW	1313-5310-0-4710-0000-3700-835	1,047.20
82 00273648	V8200571	A LATENT IMPRESSION	04/03/25		MW	1313-5310-0-5810-0000-3700-835	296.00
82 00273649	V8204532	AMAZON.COM CORPORATE CREDIT	04/03/25		MW	1313-5310-0-4308-0000-3700-835	21.54
82 00273650	E8204045	CARR, AMANDA	04/03/25		MW	1313-5310-0-5220-0000-3700-835	10.50
82 00273651	V8214492	CYBERSOFT TECHNOLOGIES	04/03/25		MW	1313-5310-0-5690-0000-3700-835	2,995.00
82 00273652	V8211251	FOOD SAFETY SYSTEMS	04/03/25		MW	1313-5310-0-5690-0000-3700-835	-400.00
82 00273652	V8211251	FOOD SAFETY SYSTEMS	04/03/25		MW	1313-5310-0-5810-0000-3700-835	6,575.00
82 00273653	V8213592	INDIVIDUAL FOODSERVICE	04/03/25		MW	1313-5310-0-4339-0000-3700-835	19,493.98
82 00273654	V8214634	NEW CHEF FASHION INC	04/03/25		MW	1313-5310-0-4344-0000-3700-835	1,044.06
82 00273655	V8211029	OLD GROVE ORANGE INC	04/03/25		MW	1313-5467-0-4710-0000-3700-835	30,620.00
82 00273656	V8200165	PAPA JOHN'S PIZZA	04/03/25		MW	1313-5467-0-4710-0000-3700-835	60,698.00
82 00273657	V8213668	SHARED PLATE STRATEGIES LLC	04/03/25		MW	1313-5310-0-5690-0000-3700-835	10,275.00
82 00273826	V8211820	CULLIGAN OF SANTA ANA	04/08/25		MW	1313-5310-0-5690-0000-3700-835	69.11
82 00273827	V8214463	DOUGLAS EQUIPMENT	04/08/25		MW	1313-5310-0-4344-0000-3700-835	252.17
82 00273827	V8214463	DOUGLAS EQUIPMENT	04/08/25		MW	1313-5310-0-4410-0000-3700-835	3,626.46
82 00273828	V8208714	DS WATER OF AMERICA INC.	04/08/25		MW	1313-5310-0-4710-0000-3700-835	97.91
82 00273829	V8214606	FREEZING POINT LLC	04/08/25		MW	1313-5310-0-4710-0000-3700-835	2,821.50
82 00273830	V8200250	P Y L U S D	04/08/25		MW	1313-5310-0-8634-0000-0000-835	67.50
82 00273831	V8214626	PEAC SOLUTIONS	04/08/25		MW	1313-5310-0-5640-0000-3700-835	138.01
82 00273832	V8211870	TRIDENT BEVERAGE INC	04/08/25		MW	1313-5310-0-4710-0000-3700-835	445.50
82 00273896	V8209717	ACTION SALES	04/09/25		MW	1313-5310-0-4344-0000-3700-835	318.64
82 00273896	V8209717	ACTION SALES	04/09/25		MW	1313-5310-0-4410-0000-3700-835	2,842.73
82 00273897	V8200168	CLEARBROOK FARMS	04/09/25		MW	1313-5310-0-4710-0000-3700-835	8,337.39
82 00273897	V8200168	CLEARBROOK FARMS	04/09/25		MW	1313-5310-0-4710-0000-3700-835	4,359.53
82 00273897	V8200168	CLEARBROOK FARMS	04/09/25		MW	1313-5310-0-4710-0000-3700-835	4,585.69
82 00273897	V8200168	CLEARBROOK FARMS	04/09/25		MW	1313-5310-0-4710-0000-3700-835	5,506.31
00273897	V8200168	CLEARBROOK FARMS	04/09/25		MW	1313-5310-0-4710-0000-3700-835	3,728.91
00273897	V8200168	CLEARBROOK FARMS	04/09/25		MW	1313-5310-0-4710-0000-3700-835	2,800.04
00273897	V8200168	CLEARBROOK FARMS	04/09/25		MW	1313-5310-0-4710-0000-3700-835	2,838.73
00273897	V8200168	CLEARBROOK FARMS	04/09/25		MW	1313-5310-0-4710-0000-3700-835	1,652.93
00273897	V8200168	CLEARBROOK FARMS	04/09/25		MW	1313-5310-0-4710-0000-3700-835	2,426.62
00273897	V8200168	CLEARBROOK FARMS	04/09/25		MW	1313-5310-0-4710-0000-3700-835	3,611.63

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82 00273897	V8200168	CLEARBROOK FARMS	04/09/25		MW	1313-5310-0-4710-0000-3700-835	1,630.55
82 00273897	V8200168	CLEARBROOK FARMS	04/09/25		MW	1313-5310-0-4710-0000-3700-835	2,992.45
82 00273897	V8200168	CLEARBROOK FARMS	04/09/25		MW	1313-5310-0-4710-0000-3700-835	4,798.42
82 00273897	V8200168	CLEARBROOK FARMS	04/09/25		MW	1313-5310-0-4710-0000-3700-835	4,959.53
82 00273897	V8200168	CLEARBROOK FARMS	04/09/25		MW	1313-5310-0-4710-0000-3700-835	1,736.63
82 00273897	V8200168	CLEARBROOK FARMS	04/09/25		MW	1313-5310-0-4710-0000-3700-835	3,758.55
82 00273897	V8200168	CLEARBROOK FARMS	04/09/25		MW	1313-5310-0-4710-0000-3700-835	1,594.83
82 00273897	V8200168	CLEARBROOK FARMS	04/09/25		MW	1313-5310-0-4710-0000-3700-835	1,747.78
82 00273897	V8200168	CLEARBROOK FARMS	04/09/25		MW	1313-5310-0-4710-0000-3700-835	2,565.93
82 00273897	V8200168	CLEARBROOK FARMS	04/09/25		MW	1313-5310-0-4710-0000-3700-835	2,479.83
82 00273897	V8200168	CLEARBROOK FARMS	04/09/25		MW	1313-5310-0-4710-0000-3700-835	2,503.35
82 00273897	V8200168	CLEARBROOK FARMS	04/09/25		MW	1313-5310-0-4710-0000-3700-835	870.47
82 00273897	V8200168	CLEARBROOK FARMS	04/09/25		MW	1313-5310-0-4710-0000-3700-835	4,011.61
82 00273897	V8200168	CLEARBROOK FARMS	04/09/25		MW	1313-5310-0-4710-0000-3700-835	1,423.49
82 00273897	V8200168	CLEARBROOK FARMS	04/09/25		MW	1313-5310-0-4710-0000-3700-835	1,667.17
82 00273897	V8200168	CLEARBROOK FARMS	04/09/25		MW	1313-5310-0-4710-0000-3700-835	1,746.65
82 00273897	V8200168	CLEARBROOK FARMS	04/09/25		MW	1313-5310-0-4710-0000-3700-835	1,053.81
82 00273897	V8200168	CLEARBROOK FARMS	04/09/25		MW	1313-5310-0-4710-0000-3700-835	1,237.94
82 00273897	V8200168	CLEARBROOK FARMS	04/09/25		MW	1313-5310-0-4710-0000-3700-835	1,983.35
82 00273897	V8200168	CLEARBROOK FARMS	04/09/25		MW	1313-5310-0-4710-0000-3700-835	2,167.85
82 00273910	V8204754	GOLD STAR FOODS INC	04/09/25		MW	1313-5310-0-4710-0000-3700-835	42,821.34
82 00273910	V8204754	GOLD STAR FOODS INC	04/09/25		MW	1313-5310-0-4713-0000-3700-835	57.20
82 00273910	V8204754	GOLD STAR FOODS INC	04/09/25		MW	1313-5310-0-4710-0000-3700-835	245,396.66
82 00273910	V8204754	GOLD STAR FOODS INC	04/09/25		MW	1313-5310-0-4713-0000-3700-835	1,678.05
82 00273910	V8204754	GOLD STAR FOODS INC	04/09/25		MW	1313-5310-0-4710-0000-3700-835	19,379.74
82 00273910	V8204754	GOLD STAR FOODS INC	04/09/25		MW	1313-5310-0-4713-0000-3700-835	135.20
82 00273910	V8204754	GOLD STAR FOODS INC	04/09/25		MW	1313-5310-0-4710-0000-3700-835	13,381.83
82 00273910	V8204754	GOLD STAR FOODS INC	04/09/25		MW	1313-5310-0-4713-0000-3700-835	72.80
82 00273910	V8204754	GOLD STAR FOODS INC	04/09/25		MW	1313-5310-0-4710-0000-3700-835	8,506.16
82 00273910	V8204754	GOLD STAR FOODS INC	04/09/25		MW	1313-5310-0-4713-0000-3700-835	15.60
82 00273910	V8204754	GOLD STAR FOODS INC	04/09/25		MW	1313-5310-0-4710-0000-3700-835	5,241.72
00273910	V8204754	GOLD STAR FOODS INC	04/09/25		MW	1313-5310-0-4713-0000-3700-835	1,448.20
00273911	V8201419	U.S. BANK	04/09/25		MW	1313-5310-0-4344-0000-3700-835	6.80
00273911	V8201419	U.S. BANK	04/09/25		MW	1313-5310-0-5240-0000-3700-835	688.97
00273911	V8201419	U.S. BANK	04/09/25		MW	1313-5310-0-5810-0000-3700-835	381.90
00273968	V8200177	ARROW RESTAURANT EQUIPMENT	04/10/25		MW	1313-5310-0-6430-0000-3700-835	5,080.80
00273969	V8206838	SECTRAN SECURITY INC	04/10/25		MW	1313-5310-0-5809-0000-3700-835	292.64

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82 00273970	V8201075	VERIZON WIRELESS	04/10/25		MW	1313-5310-0-5940-0000-3700-835	516.90
82 00274073	V8211820	CULLIGAN OF SANTA ANA	04/14/25		MW	1313-5310-0-5690-0000-3700-835	90.00
82 00274074	V8200493	GLASBY MAINTENANCE SUPPLY	04/14/25		MW	1313-5310-0-4308-0000-3700-835	34.00
82 00274075	V8214160	NATIONAL FOOD GROUP INC	04/14/25		MW	1313-5310-0-4710-0000-3700-835	13,041.00
SUBFUND 1313		Total:					611,866.75

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Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
82 00273332	V8200869	REFRIGERATION SUPPLIES DIST	03/25/25		MW	1414-0203-0-4313-0000-8110-850	1,375.73
82 00273600	V8200160	ADCO ROOFING INC	04/02/25		MW	1414-0203-0-5690-0000-8110-850	13,302.60
82 00273601	V8200869	REFRIGERATION SUPPLIES DIST	04/02/25		MW	1414-0203-0-4313-0000-8110-850	523.67
82 00273912	V8211767	ACCO ENGINEERED SYSTEMS INC	04/09/25		MW	1414-9264-0-6270-0000-8500-440	45,711.15
82 00273912	V8211767	ACCO ENGINEERED SYSTEMS INC	04/09/25		MW	1414-9264-0-6270-0000-8500-390	54,481.55
82 00273912	V8211767	ACCO ENGINEERED SYSTEMS INC	04/09/25		MW	1414-9264-0-6270-0000-8500-510	109,023.89
82 00273912	V8211767	ACCO ENGINEERED SYSTEMS INC	04/09/25		MW	1414-9264-0-6270-0000-8500-490	27,480.65
82 00273912	V8211767	ACCO ENGINEERED SYSTEMS INC	04/09/25		MW	1414-9264-0-6270-0000-8500-520	25,155.05
82 00273912	V8211767	ACCO ENGINEERED SYSTEMS INC	04/09/25		MW	1414-9264-0-6270-0000-8500-210	20,231.20
82 00273912	V8211767	ACCO ENGINEERED SYSTEMS INC	04/09/25		MW	1414-9264-0-6279-0000-8500-400	48,967.75
82 00273912	V8211767	ACCO ENGINEERED SYSTEMS INC	04/09/25		MW	1414-9264-0-6279-0000-8500-480	4,637.90
82 00273912	V8211767	ACCO ENGINEERED SYSTEMS INC	04/09/25		MW	1414-9264-0-6279-0000-8500-410	75,901.20
82 00273912	V8211767	ACCO ENGINEERED SYSTEMS INC	04/09/25		MW	1414-9264-0-6279-0000-8500-530	14,382.05
82 00273912	V8211767	ACCO ENGINEERED SYSTEMS INC	04/09/25		MW	1414-9264-0-6279-0000-8500-340	7,894.50
82 00273912	V8211767	ACCO ENGINEERED SYSTEMS INC	04/09/25		MW	1414-9264-0-6279-0000-8500-310	4,387.10
82 00273912	V8211767	ACCO ENGINEERED SYSTEMS INC	04/09/25		MW	1414-9264-0-6279-0000-8500-350	3,909.25
82 00273912	V8211767	ACCO ENGINEERED SYSTEMS INC	04/09/25		MW	1414-9264-0-6279-0000-8500-430	39,039.30
82 00273912	V8211767	ACCO ENGINEERED SYSTEMS INC	04/09/25		MW	1414-9264-0-6279-0000-8500-470	70,525.15
82 00273912	V8211767	ACCO ENGINEERED SYSTEMS INC	04/09/25		MW	1414-9264-0-6279-0000-8500-360	9,357.50
82 00273912	V8211767	ACCO ENGINEERED SYSTEMS INC	04/09/25		MW	1414-9264-0-6279-0000-8500-320	5,471.05
82 00273912	V8211767	ACCO ENGINEERED SYSTEMS INC	04/09/25		MW	1414-9264-0-6279-0000-8500-220	54,252.60
82 00273912	V8211767	ACCO ENGINEERED SYSTEMS INC	04/09/25		MW	1414-9264-0-6279-0000-8500-200	35,200.12
82 00273912	V8211767	ACCO ENGINEERED SYSTEMS INC	04/09/25		MW	1414-9264-0-6279-0000-8500-250	47,792.60
82 00273912	V8211767	ACCO ENGINEERED SYSTEMS INC	04/09/25		MW	1414-9264-0-6279-0000-8500-240	10,922.15
82 00273912	V8211767	ACCO ENGINEERED SYSTEMS INC	04/09/25		MW	1414-9264-0-6279-0000-8500-120	22,568.20
82 00273912	V8211767	ACCO ENGINEERED SYSTEMS INC	04/09/25		MW	1414-9264-0-6279-0000-8500-110	47,615.90
82 00273912	V8211767	ACCO ENGINEERED SYSTEMS INC	04/09/25		MW	1414-9264-0-6279-0000-8500-100	32,382.65
82 00273912	V8211767	ACCO ENGINEERED SYSTEMS INC	04/09/25		MW	1414-9264-0-6279-0000-8500-140	60,359.39
82 00273912	V8211767	ACCO ENGINEERED SYSTEMS INC	04/09/25		MW	1414-9264-0-6279-0000-8500-170	553.85
82 00273971	V8200160	ADCO ROOFING INC	04/10/25		MW	1414-0203-0-5690-0000-8110-850	16,273.70
SUBFUND 1414 Total:							909,679.40

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Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
82 00273378	V8204758	BIG TOP RENTALS	03/26/25		MW	2525-9262-0-5640-0000-8500-170	4,620.16
82 00273602	V8200701	MOBILE MODULAR MGMT CORP	04/02/25		MW	2525-9262-0-5620-0000-8500-110	1,656.25
82 00273913	V8200278	SCHOOL FACILITY CONSULTANTS	04/09/25		MW	2525-9553-0-5810-0000-8500-855	82.50
82 00274108	V8200700	WILLSCOT MOBILE MINI	04/16/25		MW	2525-9262-0-5620-0000-8500-170	942.32
SUBFUND 2525		Total:					7,301.23

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Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
82 00273379	V8214072	WATER AND WIFI LLC	03/26/25		MW	2545-9265-0-6274-0000-8500-450	364.02
82 00273447	V8205640	KNOWLAND CONSTRUCTION SERVICES	03/27/25		MW	2545-9265-0-6299-0000-8500-450	1,260.00
82 00273483	V8200375	DIVISION OF THE STATE ARCHITEC	03/28/25		MW	2545-9261-0-6220-0000-8500-470	6,260.00
82 00273603	V8206836	NEW DIMENSION GEN CONSTRUCTION	04/02/25		MW	2545-9265-0-6270-0000-8500-340	29,227.24
82 00273603	V8206836	NEW DIMENSION GEN CONSTRUCTION	04/02/25		MW	2545-9265-0-6270-0000-8500-420	23,180.54
82 00273604	V8208830	NINYO & MOORE GEOTECHNICAL ENV	04/02/25		MW	2545-9265-0-6280-0000-8500-420	600.00
82 00273605	V8200932	SECO ELECTRIC & LIGHTING	04/02/25		MW	2545-9265-0-6270-0000-8500-340	42,338.46
82 00273914	V8213672	IRONWOOD PLUMBING INC	04/09/25		MW	2545-9265-0-6274-0000-8500-450	125,865.03
82 00273972	V8203502	PUBLIC ECONOMICS INC	04/10/25		MW	2545-9150-0-5810-0000-8500-855	10,150.00
SUBFUND 2545		Total:					239,245.29

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82 00273380	V8214518	GHATAODE BANNON ARCHITECS LLP	03/26/25		MW	4040-9261-0-6210-0000-8500-110	4,847.88
82 00273380	V8214518	GHATAODE BANNON ARCHITECS LLP	03/26/25		MW	4040-9261-0-6210-0000-8500-100	2,775.00
82 00273915	V8206192	GEORGE BRYANT CONSTRUCTION INC	04/09/25		MW	4040-9261-0-6280-0000-8500-100	1,725.00
82 00273973	V8206593	U S BANK	04/10/25		MW	4040-9003-0-5809-0000-8500-990	1,100.00
82 00274076	V8206593	U S BANK	04/14/25		MW	4040-9003-0-5809-0000-8500-990	3,242.50
SUBFUND 4040 Total:							13,690.38

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82 00273333	V8200175	PYLUSD WORKERS COMP TRUST	03/25/25		MW	6768-0004-0-5809-0000-6000-820	28,197.00
82 00273381	V8214626	PEAC SOLUTIONS	03/26/25		MW	6768-0004-0-5640-0000-6000-820	107.45
82 00273606	V8214452	P I P S	04/02/25		MW	6768-0004-0-5809-0000-6000-820	239,234.67
82 00273658	V8200175	PYLUSD WORKERS COMP TRUST	04/03/25		MW	6768-0004-0-5809-0000-6000-820	23,187.66
82 00273790	V8207832	MONJARAS & WISMEYER GROUP INC	04/07/25		MW	6768-0004-0-5810-0000-6000-820	1,155.05
82 00273833	V8200250	P Y L U S D	04/08/25		MW	6768-0004-0-8674-0000-0000-990	1,719.31
82 00273834	V8200175	PYLUSD WORKERS COMP TRUST	04/08/25		MW	6768-0004-0-5809-0000-6000-820	18,265.83
82 00273974	V8204532	AMAZON.COM CORPORATE CREDIT	04/10/25		MW	6768-0004-0-4308-0000-6000-820	133.67
82 00274109	V8207832	MONJARAS & WISMEYER GROUP INC	04/16/25		MW	6768-0004-0-5810-0000-6000-820	3,080.00
82 00274110	V8200175	PYLUSD WORKERS COMP TRUST	04/16/25		MW	6768-0004-0-5809-0000-6000-820	32,656.73
SUBFUND 6768		Total:					347,737.37

PLACENTIA USD
Consolidated Check Register w. Account
from 3/23/2025 to 4/19/2025

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
82 00273448	V8213507	TOTAL COMPENSATION SYSTEMS INC	03/27/25		MW	6769-0004-0-5809-0000-6000-820	3,375.00
82 00274111	V8205549	A C S I G DENTAL	04/16/25		MW	6769-0004-0-5875-0000-6000-820	224,371.48
82 00274112	V8208818	ANTHEM LIFE INSURANCE COMPANY	04/16/25		MW	6769-0004-0-5877-0000-6000-820	14,609.00
82 00274113	V8205860	CIGNA DENTAL HEALTH INC	04/16/25		MW	6769-0004-0-5875-0000-6000-820	492.89
82 00274114	V8200079	SELF INSURED SCHOOLS OF CALIFO	04/16/25		MW	6769-0004-0-5870-0000-6000-820	46,568.00
82 00274114	V8200079	SELF INSURED SCHOOLS OF CALIFO	04/16/25		MW	6769-0004-0-5871-0000-6000-820	891,292.00
82 00274114	V8200079	SELF INSURED SCHOOLS OF CALIFO	04/16/25		MW	6769-0004-0-5872-0000-6000-820	72,928.00
82 00274114	V8200079	SELF INSURED SCHOOLS OF CALIFO	04/16/25		MW	6769-0004-0-5873-0000-6000-820	1,396,194.00
82 00274114	V8200079	SELF INSURED SCHOOLS OF CALIFO	04/16/25		MW	6769-0004-0-5874-0000-6000-820	1,090,672.00
82 00274114	V8200079	SELF INSURED SCHOOLS OF CALIFO	04/16/25		MW	6769-0004-0-5878-0000-6000-820	39,300.00
82 00274202	V8201082	VISION SERVICE PLAN	04/18/25		MW	6769-0004-0-5876-0000-6000-820	48,196.75
SUBFUND 6769		Total:					3,827,999.12

PLACENTIA USD
Consolidated Check Register w. Account
from 3/23/2025 to 4/19/2025

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
82 00273449	V8204532	AMAZON.COM CORPORATE CREDIT	03/27/25		MW	6770-0004-0-4308-0000-6000-820	56.69
82 00274029	V8200364	P Y L U S D PROP/LOSS LIAB	04/11/25		MW	6770-0004-0-5450-0000-6000-820	13,422.50
82 00274030	V8200036	SOUTHERN CALIFORNIA RELIEF	04/11/25		MW	6770-0004-0-5809-0000-6000-820	50,000.00
SUBFUND 6770		Total:					63,479.19
Grand Total:							10,898,030.77

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 6, 2025**

NOTICES OF COMPLETION

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

P.O. Number	Contractor	Project
U82P3550	Golden State Paving Co., Inc.	El Dorado High School Material and labor to saw cut, demo, and replace concrete due to leak
U82P2502	Hobart Service	Esperanza High School Replace and repair dishwasher
U82C0042	Ironwood Plumbing, Inc.	Topaz Elementary School Bid No. 222-01 Furnish and install plumbing for Expanded Learning
U82C0409	Pacwest Air Filter, LLC	Districtwide Bid No. 224-06 One change out and installation of MERV-13 air filters
T82V0186	SKC Company	Morse Elementary School Purchase and delivery of three new 24ft x 40ft, DSA approved, modular classrooms for the preschool project
T82V0187	SKC Company	Ruby Drive Elementary School Purchase and delivery of three new 24ft x 40ft, DSA approved, modular classrooms for the preschool project
T82V0189	SKC Company	Tynes Drive Elementary School Purchase and delivery of three new 24ft x 40ft, DSA approved, modular classrooms for the preschool project

Administrator

Joan Velasco, Interim Assistant Superintendent, Administrative Services

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 6, 2025**

LEVYING OF SPECIAL TAXES FOR COMMUNITY FACILITIES DISTRICT NO. 1, RESOLUTION NO. 24-22

Background

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

In order to proceed with collection of taxes and timely payment to bond holders of CFD No. 1, a tax schedule must be prepared and submitted to the county tax collector. This resolution meets all regulatory requirements of the CFD as it pertains to establishing the tax schedule for fiscal year 2025-26.

Financial Impact

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

Administrator

Joan Velasco, Interim Assistant Superintendent, Administrative Services

RESOLUTION NO. 24-22

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

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

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

WHEREAS, it is now necessary and appropriate that this board levy and collect the Special Taxes for Fiscal Year 2025-26, by the adoption of a resolution as specified by the Act and Ordinance;

NOW, THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:

Section 1. In accordance with the Act and Ordinance, there is hereby levied upon all properties within the district which are not otherwise exempt from taxation under the Act or Ordinance the special taxes for fiscal year 2025-26 set forth in the Ordinance at the tax rates as set forth therein and in Exhibit "A" hereto, as may be amended without further action of the Board to reflect updated information on assessor's parcel numbers from the County of Orange. The Assistant Superintendent, Administrative Services, is hereby authorized and directed to establish the final rates to be levied, which final rates shall not exceed the maximum rates.

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

Section 3. The Clerk and Interim Assistant Superintendent, Administrative Services, are hereby authorized to transmit a certified copy of this Resolution to the Orange County Assessor and the Treasurer-Tax Collector, together with other supporting documentation as may be required in order to place said special taxes on the secured property tax roll for the fiscal year 2025-26 and to perform all other acts which are required by the Act, Ordinance, or by-law in order to accomplish the purpose of this Resolution.

PASSED, APPROVED, and ADOPTED this 6th day of May 2025.

AYES:

NOES:

ABSENT:

ABSTAIN:

Dr. Allan Mucerino
Secretary to the Board of Education of the
Placentia-Yorba Linda Unified School
District

State of California)
) ss
County of Orange)

I, Todd Frazier, Clerk of the Board of Education of the Placentia-Yorba Linda Unified School District, do hereby certify that the foregoing Resolution was duly passed, approved, and adopted by the Board of Education of the Placentia-Yorba Linda Unified School District at a regular meeting of said Board acting as the governing body of the district held on the 6th day of May, 2025.

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

Exhibit "A"

Placentia-Yorba Linda Unified School District
Community Facilities District No. 1
Special Tax Levy for Fiscal Year 2025/2026

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

Assessor's Parcel Number	Zone	Special Tax Levy
326-142-04	1	2,102.50
326-142-05	1	1,900.56
326-142-06	1	1,900.56
326-142-07	1	1,900.56
326-142-08	1	2,102.50
326-142-09	1	2,102.50
326-142-10	1	2,102.50
326-142-11	1	1,900.56
326-142-12	1	1,900.56
326-142-13	1	1,900.56
326-142-14	1	1,900.56
326-143-01	1	1,900.56
326-143-02	1	1,900.56
326-143-03	1	1,900.56
326-143-04	1	1,900.56
326-143-05	1	1,900.56
326-143-06	1	1,900.56
326-143-07	1	1,900.56
326-143-08	1	2,102.50
326-143-09	1	1,900.56
326-143-10	1	2,102.50
326-143-11	1	1,900.56
326-143-12	1	2,102.50
326-143-13	1	2,102.50
326-143-14	1	2,102.50
326-143-15	1	1,900.56
326-143-16	1	2,102.50
326-143-17	1	1,900.56
326-143-18	1	1,900.56
326-143-19	1	2,102.50
326-143-20	1	1,900.56
326-143-21	1	1,900.56
326-143-22	1	2,102.50
326-143-23	1	1,900.56
326-143-24	1	0
326-149-01	1	0
326-151-19	2	1,603.60

Assessor's Parcel Number	Zone	Special Tax Levy
326-151-20	2	1,603.60
326-151-21	2	1,603.60
326-151-22	2	1,603.60
326-151-23	2	1,603.60
326-151-24	2	1,603.60
326-151-25	2	1,603.60
326-151-26	2	1,603.60
326-151-27	2	1,603.60
326-151-28	2	1,603.60
326-151-29	2	1,603.60
326-151-30	2	1,603.60
326-151-31	2	1,603.60
326-151-32	2	1,603.60
326-151-33	2	1,603.60
326-151-34	2	1,603.60
326-151-35	2	1,603.60
326-151-36	2	1,603.60
326-151-37	2	1,603.60
326-151-38	2	1,603.60
326-151-39	2	1,603.60
326-151-40	2	1,603.60
326-151-41	2	1,603.60
326-151-42	2	1,603.60
326-151-43	2	1,603.60
326-151-44	2	1,603.60
326-151-45	2	1,603.60
326-151-46	2	1,603.60
326-151-47	2	1,603.60
326-151-48	2	1,603.60
326-151-49	2	1,603.60
326-151-50	2	1,603.60
326-151-51	2	1,603.60
326-151-52	2	1,603.60
326-151-53	2	1,603.60
326-151-54	2	1,603.60
326-151-55	2	1,603.60
326-151-56	2	1,603.60

Assessor's Parcel Number	Zone	Special Tax Levy
326-151-57	2	1,603.60
326-151-58	2	1,603.60
326-151-59	2	1,603.60
326-151-60	2	1,603.60
326-151-61	2	1,603.60
326-151-62	2	1,603.60
326-151-63	2	1,603.60
326-151-64	2	1,603.60
326-151-65	2	1,603.60
326-151-66	2	1,603.60
326-151-67	2	1,603.60
326-151-68	2	0
326-152-01	2	1,603.60
326-152-02	2	0
326-152-03	2	1,603.60
326-152-04	2	1,603.60
326-152-05	2	1,603.60
326-152-06	2	1,603.60
326-152-07	2	1,603.60
326-152-08	2	1,603.60
326-152-09	2	1,603.60
326-152-10	2	1,603.60
326-152-11	2	1,603.60
326-152-12	2	1,603.60
326-152-13	2	1,603.60
326-152-14	2	1,603.60
326-152-15	2	1,603.60
326-152-16	2	1,603.60
326-152-17	2	1,603.60
326-152-18	2	1,603.60
326-152-19	2	1,603.60
326-152-20	2	1,603.60
326-152-21	2	1,603.60
326-152-22	2	1,603.60
326-152-23	2	1,603.60
326-152-24	2	1,603.60
326-152-25	2	1,603.60

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

Assessor's Parcel Number	Zone	Special Tax Levy
326-161-34	3	1,841.18
326-161-35	3	1,841.18
326-161-36	3	1,841.18
326-161-37	3	1,841.18
326-161-38	3	1,841.18
326-161-39	3	1,841.18
326-161-40	3	1,841.18
326-161-41	3	1,841.18
326-161-42	3	1,841.18
326-161-43	3	1,841.18
326-161-44	3	0
326-161-45	3	0
326-161-46	3	0
326-161-47	3	0
326-162-01	3	1,841.18
326-162-02	3	1,841.18
326-162-03	3	1,841.18
326-162-04	3	1,841.18
326-162-05	3	1,841.18
326-162-06	3	1,841.18
326-162-07	3	1,841.18
326-162-08	3	1,841.18
326-162-09	3	1,841.18
326-162-10	3	1,841.18
326-162-11	3	1,841.18
326-162-12	3	1,841.18
326-162-13	3	1,841.18
326-162-14	3	1,841.18
326-162-15	3	1,841.18
326-162-16	3	1,841.18
326-162-17	3	1,841.18
326-162-18	3	1,841.18
326-162-19	3	1,841.18
326-162-20	3	1,841.18
326-162-21	3	1,841.18
326-162-22	3	1,841.18
326-162-23	3	1,841.18

Assessor's Parcel Number	Zone	Special Tax Levy
326-162-24	3	1,841.18
326-162-25	3	1,841.18
326-162-26	3	1,841.18
326-162-27	3	1,841.18
326-162-28	3	1,841.18
326-162-29	3	1,663.00
326-162-30	3	1,841.18
326-162-31	3	1,841.18
326-162-32	3	1,841.18
326-162-33	3	1,841.18
326-162-34	3	1,841.18
326-162-35	3	1,841.18
326-162-36	3	1,663.00
326-162-37	3	1,841.18
326-162-38	3	1,841.18
326-162-39	3	1,841.18
326-162-40	3	1,841.18
326-162-41	3	1,841.18
326-162-42	3	1,841.18
326-162-43	3	1,841.18
326-162-44	3	1,841.18
326-162-45	3	1,841.18
326-162-46	3	1,841.18
326-162-47	3	1,841.18
326-162-48	3	1,841.18
326-162-49	3	1,841.18
326-162-50	3	1,841.18
326-162-51	3	1,841.18
326-162-52	3	0
323-482-01	4	2,613.28
323-482-02	4	2,613.28
323-482-03	4	2,019.36
323-482-04	4	2,613.28
323-482-05	4	2,613.28
323-482-06	4	2,613.28
323-482-07	4	2,019.36
323-482-08	4	2,019.36

Assessor's Parcel Number	Zone	Special Tax Levy
323-482-09	4	2,613.28
323-482-10	4	2,613.28
323-482-11	4	2,613.28
323-482-12	4	2,613.28
323-482-13	4	2,613.28
323-482-14	4	2,613.28
323-482-15	4	2,613.28
323-482-16	4	2,613.28
323-482-17	4	2,613.28
323-482-18	4	2,613.28
323-482-19	4	2,613.28
323-482-20	4	2,613.28
323-482-21	4	2,019.36
323-482-22	4	2,613.28
323-482-23	4	2,613.28
323-482-24	4	2,613.28
323-482-25	4	2,613.28
323-482-26	4	2,613.28
323-482-27	4	2,613.28
323-482-28	4	2,019.36
323-482-29	4	2,613.28
323-482-30	4	2,613.28
323-482-31	4	2,019.36
323-482-32	4	2,613.28
323-482-33	4	2,613.28
323-482-34	4	2,019.36
323-482-35	4	2,613.28
323-482-36	4	2,613.28
323-482-37	4	2,613.28
323-482-38	4	2,613.28
323-482-39	4	2,613.28
323-482-40	4	2,613.28
323-482-41	4	2,613.28
323-482-42	4	2,019.36
323-482-43	4	2,019.36
323-482-44	4	2,613.28
323-482-45	4	2,613.28

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

Total Units	293	Total Levy	\$ 562,021.36
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**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 6, 2025**

AWARD OF BID NO. 225-09, NEW FREEZER AND COOLER AT NUTRITION SERVICES BUILDING

Background

The district advertised for bids on March 14, 2025 and March 21, 2025 for the new freezer and cooler project at the Nutrition Services building. Three bids were received, with Fidelity Builders being the lowest responsive and responsible bidder.

In order to proceed with the project identified above, a formal contract is required with licensed, bonded, and insured contractors who have participated in a formal bidding process as provided in the California Public Contracts Code. Fidelity Builders 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) – KIT	\$1,277,700
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Administrator

Joan Velasco, Interim Assistant Superintendent, Administrative Services

CONSTRUCTION SERVICES AGREEMENT

Bid 225-09, Nutrition Services Freezer/Cooler Addition

THIS AGREEMENT, entered into this 7th day of May, 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 **Fidelity Builders, Incorporated**, hereinafter called the “Contractor”.

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

ARTICLE 1 - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with Bid 225-09, Nutrition Services Freezer/Cooler Addition, 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, 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 MILLION ONE HUNDRED FIFTY SEVEN THOUSAND SEVEN HUNDRED DOLLARS (\$1,157,700.00)**, and **ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000.00) for Allowances, if needed**, 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 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

Fidelity Builders Incorporated

Donald Rosales

Typed or Printed Name

Typed or Printed Name

Director, Purchasing

Title

Title

Signature

Signature

Dated: _____

Type or Printed Name

Title (Authorized Officers or Agents)

Signature

(CORPORATE SEAL)

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 6, 2025**

DSA INSPECTION SERVICES, EL DORADO HIGH SCHOOL

Background

An inspection services agreement is needed to provide continuous inspection of work for compliance with the Division of State Architect (DSA) requirements for the kiln improvement project at El Dorado High School. KVA Construction Management & Inspection Services, Inc. will provide DSA inspection services for this project.

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

Financial Impact

General Fund (0101) - AMIMBG	\$4,500
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Administrator

Joan Velasco, Interim Assistant Superintendent, Administrative Services



April 2, 2025

Placentia- Yorba Linda Unified School District
1301 E. ORANGETHORPE AVE
PLACENTIA, CA 92870
MAX VAN DE MORTEL
949.979.2011 (P)
mvandemortel@pylusd.org

P.O. # _____ DATE 4/3/25
W.O. # 5508
AUTH. BY. [Signature]

ON- SITE INSPECTION PROPOSAL

KVA CMIS, INC. agrees, subject to DSA approval , per part I of Title 24, CBC, to provide required project inspections for the Replacement of existing gas kilns inside the existing kiln enclosure at El Dorado High School with plans provided by:
Optimum Energy Design Consulting Engineers.

Project:

Replacement of existing gas kilns inside the existing kiln enclosure at El Dorado high school.

In consideration for the above, ***Placentia- Yorba Linda Unified School District*** agrees to pay KVA CMIS, Inc. the lump sum of \$4,500.00 for the inspections required. Inspection time will be invoiced on a lump sum basis. Invoices are for professional services and are due and payable upon presentation. This proposal is for a part time/ as needed inspections. The total cost of services for budgetary purposes is \$ 4500.00. This proposal is based on an estimated construction time of 2 months and considered as a "Not to exceed proposal".

Sincerely,

Kia Jazi

Kia Jazi;
President/Owner/ Class 1 # 5003

Accepted by: _____

Title: _____

Date: _____

11101 S. Meads Ave., CA 92869 Cell phone: (714) 337-5588 E-mail: kjazi@sbcglobal.net

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 6, 2025**

DSA INSPECTION SERVICES, VALENCIA HIGH SCHOOL

Background

An inspection services agreement is needed to provide continuous inspection of work for compliance with the Division of State Architect (DSA) requirements for the kiln improvement project at Valencia High School. KVA Construction Management & Inspection Services, Inc. will provide DSA inspection services for this project.

In order to advance the above project, approval of inspection services is required and the support and services of an outside consultant are needed.

Financial Impact

General Fund (0101) - AMIMBG	\$4,500
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Administrator

Joan Velasco, Interim Assistant Superintendent, Administrative Services



April 2, 2025

Placentia- Yorba Linda Unified School District
1301 E. ORANGETHORPE AVE
PLACENTIA, CA 92870
MAX VAN DE MORTEL
949.979.2011 (P)
mvandemortel@pylusd.org

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

ON- SITE INSPECTION PROPOSAL

KVA CMIS, INC. agrees, subject to DSA approval , per part I of Title 24, CBC, to provide required project inspections for the Replacement of existing gas kilns inside the existing kiln enclosure at Valencia High School with plans provided by:
Optimum Energy Design Consulting Engineers.

Project:

Replacement of existing gas kilns inside the existing kiln enclosure at Valencia high school

In consideration for the above, **Placentia- Yorba Linda Unified School District** agrees to pay KVA CMIS, Inc. the lump sum of \$4,500.00 for the inspections required. Inspection time will be invoiced on a lump sum basis. Invoices are for professional services and are due and payable upon presentation. This proposal is for a part time/ as needed inspections. The total cost of services for budgetary purposes is \$ 4500.00. This proposal is based on an estimated construction time of 2 months and considered as a "Not to exceed proposal".

Sincerely,

Kia Jazi

Kia Jazi;
President/Owner/ Class 1 # 5003

Accepted by: _____

Title: _____

Date: _____

11101 S. Meads Ave., CA 92869 Cell phone: (714) 337-5588 E-mail: kjazi@sbcglobal.net

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 6, 2025**

LANDSCAPE ARCHITECTURAL SERVICES, YORBA LINDA HIGH SCHOOL

Background

Landscape architectural services are needed to provide demolition and construction plans for the ceramic's classroom patio improvement project at Yorba Linda High School. Nuvis Landscape Architecture will provide capping of irrigation, removal of existing plant material, and removal of existing soil for new pavers and subbase. A construction plan will show new drain locations and interlocking paver details.

In order to advance the above project, approval of landscape architectural services is required, and the support and services of an outside consultant are needed.

Financial Impact

General Fund (0101) - AMIMBG	\$15,240
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Administrator

Joan Velasco, Interim Assistant Superintendent, Administrative Services



PROPOSAL AND AGREEMENT

To: Ralph Figueroa
Director of Facilities
Yorba Linda USD

☒ Original ☐ Revision #:

Date: January 29, 2025

Project #: 25-013.01

Contract #:

Project: Yorba Linda High School Landscape Improvements

NUVIS proposes to perform the following professional landscape architectural services:

SCOPE DESCRIPTOR

Kickoff Meeting

NUVIS will attend a kickoff meeting with the District in order to receive information, discuss design direction, and establish milestone deliverable schedule.

FIXED/HOURLY

Fixed

FEE

\$ 660

Base Sheet Development

NUVIS will develop base sheet from City provided PDF record drawings. NUVIS will field measure visible limits of work for accuracy. Below grade utilities will need to be verified by the District.

Fixed

\$ 1,760

Construction Documents

NUVIS will prepare (1) demolition plan indicating capping of irrigation, removal of existing plant material, protected in place trees, and removal of existing soil for new pavers and subbase. A construction plan will show new drain locations and interlocking paver details, notes, and CSI technical specifications.

Fixed

\$ 7,700

Design Team Coordination, Meetings and Site Visits

This task includes coordination and interface with Client including meetings, telephone calls, emails, memos, and site visits. NUVIS has allowed for up to (27) hours of professional services billed on an hourly basis by the classification of the personnel providing the services.

Hourly

\$ 4,620

Assumption

NUVIS will recreate an Auto Cad base sheet from provided PDF Record Drawings. Limits of work are as illustrated on Exhibit A. The improvements are not subject to DSA review or approval.

Exclusions

Tubular steel fence and gate details. NUVIS will reference the details provided by the client and use them as reference only. It is our understanding that the General Contractors will be responsible for providing shop drawing that will be approved prior to fabrication. Civil engineering and site survey not included. Coordination or submittals to DSA for review or approval are not included.

Direct Project Expense Allowance

P.O. #	DATE	4-7-2025
W.O. #	10233	
AUTH. BY	Ralph Figueroa	

\$ 500

Total Professional Services Fee:

\$ 15,240

Professional services not itemized above are excluded from this contract. All other items and conditions of said Agreement are provided on the back for reference and are made a part of this Agreement. Execution of this Agreement represents the entire Agreement between Client and NUVIS relative to the project and the stated Scope of Services. This Agreement supersedes all prior negotiations, either written or oral. Please execute concurrence and return a copy for our files.

NUVIS

Perry A. Cardoza, PLA, ASLA
President

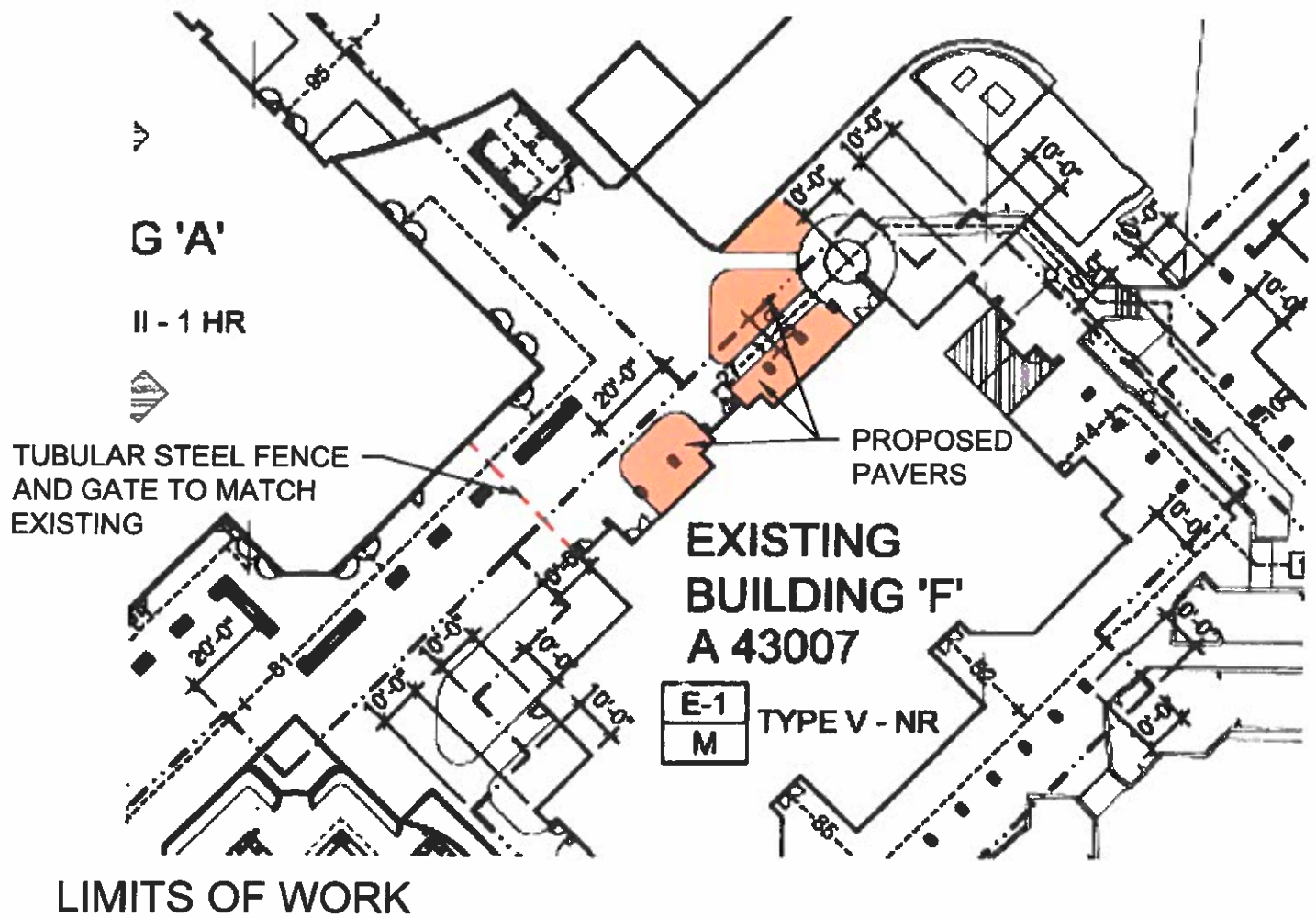
Authorized signature to bind agreement

Name:

Title:

Date:

EXHIBIT A



**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 6, 2025**

REJECT BID NO. 225-07, WAGNER ELEMENTARY SCHOOL SOLAR INSTALLATION

Background

Subsequent to the required advertising and bid solicitation for Bid No. 225-07 for the Wagner Elementary School solar installation project, one bid was submitted for installation of solar arrays on the modular classroom for Expanded Learning. It is in the best interest of the district to reject Bid No. 225-07 due to budgetary reasons.

Board approval is required for the rejection of all bids for Bid No. 225-07 per Public Contract Code 4106.

Financial Impact

No impact

Administrator

Joan Velasco, Interim Assistant Superintendent, Administrative Services

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 6, 2025**

ARCHITECTURAL SERVICES, EXPANDED LEARNING CENTER

Background

Studio Plus Architecture Corp. will provide architectural design services for a new modular restroom, playground, shade structures, and other exterior upgrades for the Expanded Learning Center located at the PDA. This will include architectural design, civil engineering, landscape architecture, electrical engineering, and cost estimating. Services shall be provided under the schematic design, construction documentation, design development, agency review, bidding, construction administration, and DSA closeout phases.

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 have been reviewed by the Maintenance and Facilities Department staff and found to be appropriate for the work defined.

Financial Impact

General Fund (0101) – ELOP	\$133,558
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Administrator

Joan Velasco, Interim Assistant Superintendent, Administrative Services

April 14, 2025

Mr. Ralph Figueroa
Placentia-Yorba Linda Unified School District
Facilities, Maintenance, Construction
1301 E Orangethorpe Ave
Placentia, CA 92870

Re: Proposal Modular Restroom & Exterior Upgrades at 4999 Casa Loma Ave

Dear Ralph,

Thank you for the opportunity to provide this Proposal for professional design services related to a new modular restroom building and other exterior upgrades at 4999 Casa Loma Ave. in Yorba Linda. Noted below are the Scope of Work, Professional Services Fee, Supplemental Services Fees, Reimbursable Budget, Assumptions, and Exclusions for services on this Project.

Scope of Work

This Proposal includes Architectural design, Civil Engineering, Landscape Architecture, Electrical Engineering, and Cost Estimating services for design of a new modular restroom building and other exterior upgrades at 4999 Casa Loma Ave. Services shall be provided during the Schematic Design (SD), Design Development (DD), Construction Documentation (CD), Agency Review (AG), Bidding (BD), Construction Administration (CA), and DSA Close-Out (CO) phases.

The following specific work is anticipated under this Proposal as reflected in ***Exhibit 'A' / Scope of Work Diagram***:

- a) Design new fencing and/or site walls to enclose the east, south, and west sides of the site. Design for possibly increasing the height of existing site walls with fencing on top of existing walls, if required.
- b) Develop site areas south of the building to accommodate a playground as well as possible basketball and/or pickleball courts including exterior lighting design. Design for grading and drainage as required, existing on-site storm drain infrastructure may be utilized, we assume no new connection to City utilities are required. It is assumed that the District will procure playground design and equipment layout outside of this proposal, however, we will coordinate with the District's vendor to reflect equipment on our site plan.
- c) Design for an exterior drinking fountain and/or bottle filler in the vicinity of the new playground area.
- d) Install a new 12x40 modular restroom building adjacent to the existing modular restroom building. The building will be a DSA Pre-Checked (P.C.) building on an at-grade foundation that is part of the P.C. design. Design for a DSA P.C. shade structure and exterior lighting in this area.
- e) On the east side of the building, design for a DSA P.C. shade structure and exterior lighting.

The following specific services are anticipated under this Proposal:

Architectural Services (Studio+)

- 1. Coordinate the overall requirements of the project between the District, District's Vendor's, Consultants, and Authorities Having Jurisdiction (Division of the State Architect).
- 2. Attend one (1) site visit to verify measurements and existing conditions including existing accessibility compliance.
- 3. Generate Construction Documents (Drawings and Specifications) appropriate for competitive bidding and compliance with current Federal, State, and Local requirements. We assume one (1) bid package and no



design and/or construction phasing.

4. Administer the plan check process to obtain required permits for construction. Facilitate all DSA required paperwork required for plan check and project close-out.
5. Assist the District during the Bidding and Negotiation phase.
6. Attend Construction Administration meetings commensurate with construction progress.
7. Respond to Pre-Bid RFI's, Construction Phase RFI's, review contractor submittals and shop drawings, review contractor pay requisitions and generate one (1) punch list at substantial completion.
8. Facilitate the DSA close-out process at the conclusion of construction.

Civil Engineering (FPL)

1. Visit the project site to review existing field conditions. Observe and record the "as-built" conditions. Note that no destructive measures will be employed to verify "as-built" conditions. A topography survey by the District is required and an underground utility survey is recommended to be procured by the District.
2. Prepare a site demolition plan with applicable notes, including wet underground utilities. Site demolition plans do not include work inside buildings.
3. Prepare a grading plan for the proposed site improvements to meet the requirements of all applicable ADA, DSA, and CA codes / standards. It is assumed any drainage will be accommodated by sheet flow.
4. Prepare an underground sanitary sewer and domestic water plans and details, from a point of connection outside the new restroom perimeter to a point of connection on the campus. No new sewer or potable water line connections into the street are assumed necessary or included in this proposal. The design of a sewer pump is also not included.
5. Review submittals and respond to RFI's during construction.
6. Conduct one (1) site visit during construction and generate one (1) punch list at substantial completion.

Electrical Engineering (Studio+)

1. Review existing building and site drawings and perform one (1) site visit to research existing campus power systems to serve the project.
2. Design power and fire alarm to serve the new modular restroom building. It is assumed that existing campus infrastructure can support the needs of the project.
3. Design new site lighting at altered exterior areas.
4. Review submittals and respond to RFI's during construction.
5. Conduct one (1) site visit during construction and generate one (1) punch list at substantial completion.

Landscape Architecture (Nuvis) (Supplemental Service if req'd)

1. Attend one (1) site visit to verify existing conditions.
2. Work with the District to develop options for plantings and irrigation. We assume the District will locate existing irrigation infrastructure on site for our use.
3. Develop a schematic design for planting for the project for review and ultimate acceptance by District.
4. Prepare construction documents for planting and irrigation of the approved design.
5. Attend one (1) site visit during construction.
6. Respond to RFI's, review contractor submittals and shop drawings, and produce one (1) Punch List at substantial completion.

Cost Estimating (HL Construction Management) (Supplemental Service if req'd)

1. Attend one (1) site visit to verify existing conditions.
2. Work with the District to develop options for plantings and irrigation. We assume the District will locate existing irrigation infrastructure on site for our use.
3. Develop a schematic design for planting for the project for review and ultimate acceptance by District.
4. Prepare construction documents for planting and irrigation of the approved design.



5. Attend one (1) site visit during construction.
6. Respond to RFI's, review contractor submittals and shop drawings, and produce one (1) Punch List at substantial completion.

Professional Services Fee

A fixed professional services fee of **One Hundred Two Thousand Three Hundred Thirty-Five Dollars (\$102,335)** is proposed. Billing shall occur monthly per the following phase breakdown; SD (15%), DD (17.5%), CD (45%), AG (5%), CA (15%), CO (2.5%).

Supplemental Services Fees

Supplemental Services Fee 'A' | Landscape Architecture – Landscape & Irrigation at New Perimeter Fence

Design irrigation and landscaping for areas around new fencing with the goal of obscuring views into the site. Should Landscape Architecture services be desired at new perimeter fencing, a fixed supplemental services fee of **Nine Thousand Forty-Nine Dollars (\$9,049)** is proposed.

Supplemental Services Fee 'B' | Landscape Architecture – Landscape & Irrigation at Interior Areas

Design irrigation and landscaping for areas inside new fencing to create engaging seating areas, gardens, and other such areas used for teaching and small group gathering inside the new perimeter fencing. Should Landscape Architecture services be desired within new perimeter fencing, a fixed supplemental services fee of **Twelve Thousand Five Hundred Seventy-Four Dollars (\$12,574)** is proposed.

Supplemental Services Fee 'C' | Cost Estimating

Provide cost estimating consulting services during Schematic Design to assist in decision making considerations. Ultimately develop one conceptual cost estimate at the conclusion of the Schematic Design phase. Should Cost Estimating services be desired, a fixed supplemental services fee of **Eight Thousand Six Hundred Dollars (\$8,600)** is proposed.

Reimbursable Budget

Any reimbursable items shall be invoiced at Studio+ cost with no mark-up. Any reimbursable items shall be agreed upon prior to undertaking any costs. We propose a Reimbursable Budget of **One Thousand Dollars (\$1,000)** for this project. We assume that PYLUSD will pay any plan check fees.

Assumptions

The following Assumptions are understood under this Proposal:

- It is assumed that no work on the interior of the existing building is required for this project.
- Existing "Path of Travel" features (parking and sidewalks in other buildings) are generally compliant with current code requirements and any required upgrades are minor in scope, complexity, and / or cost.
- It is assumed that existing fire lanes will serve the new building, new fire lane design is excluded.
- It is assumed that the portable building manufacturer will be responsible to document District-specific requirements related to the portable buildings such as door hardware, interior finishes, and other related District defined items.
- Existing electrical, communication, low voltage, water, and sewer utilities available on site are adequate to serve the new portable building.
- Portable building DSA Pre-Checked drawings are available for use and indicate utility points of connections.
- No fire water service (fire sprinklers, fire hydrant) is required for the building.
- The existing electrical panels/system has adequate capacity to handle any additional load in this project.



- Affected electrical panels shall be load measured (72 hours minimum) by the District.

Exclusions

The following Exclusions are understood under this Proposal:

- Construction Safety and Logistics plans are excluded. These shall be provided by the District / Contractor prior to construction for DSA acceptance.
- Design or planning for temporary facilities is excluded.
- Geotech and/or geohazard report are excluded.
- Landscape Design, Irrigation, Fire Protection are excluded.
- Structural Engineering and submittal review of at-grade slab and foundations are excluded.
- Upgrades to existing utility infrastructure and/or coordination for new services are excluded.
- Upgrade fire alarm for adjacent buildings to restroom or entire campus.
- Assumes no technology design for restroom building just conduit infrastructure only.
- Construction testing & inspection and/or commissioning are excluded.
- Hazardous materials surveys, reports, and/or consulting of any kind are excluded.
- Site lighting for existing path of travel and existing area of safe dispersal (ASD) is excluded.
- Underground Utility and/or Topographical Surveys are excluded.
- Hydrant flow testing fees are excluded.
- DSA review fees are excluded, we will request a check for DSA fees directly from the District.
- Certification of any other uncertified projects on site is excluded.
- Natural gas design is excluded.

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

Sincerely,

STUDIO+ ARCHITECTURE



Jason A. Dontje, AIA, NCARB

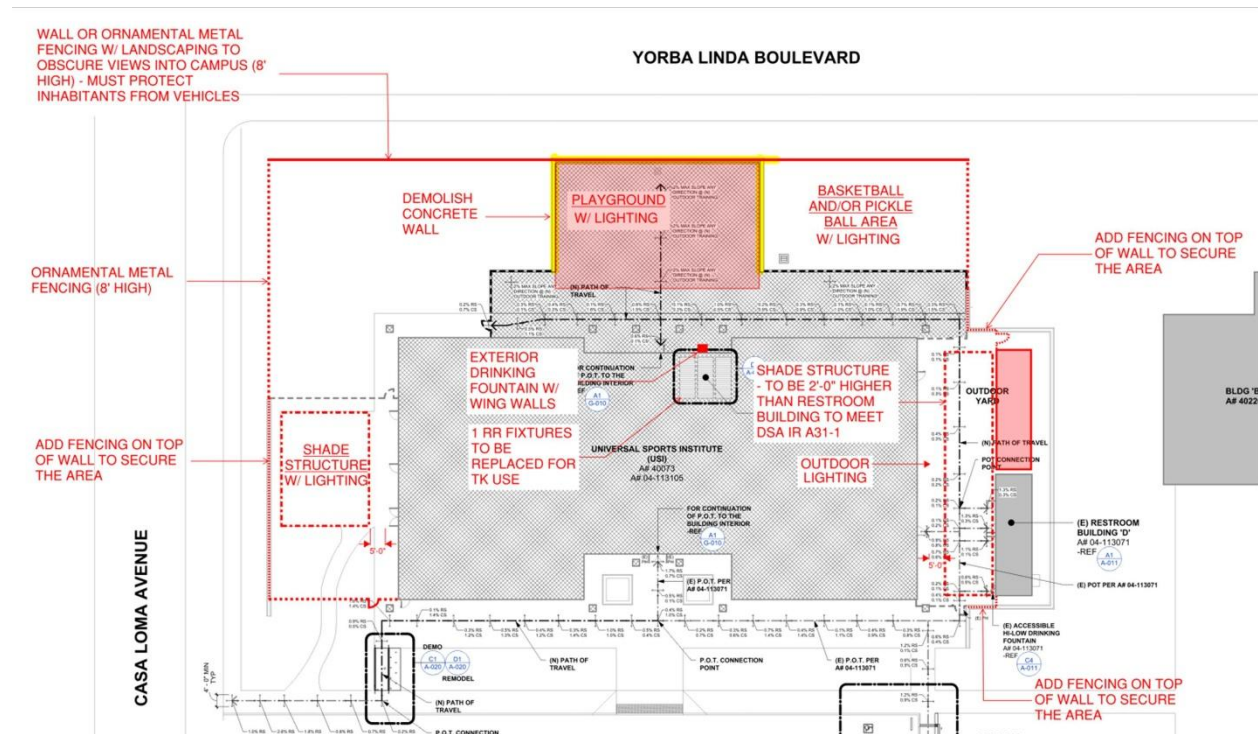
Managing Principal

D | 949.228.7528

E | jasond@wearestudioplus.com



Exhibit 'A' | Scope of Work Diagram



**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 6, 2025**

ARCHITECTURAL SERVICES, BUS CHARGING STATIONS, AMENDMENT NO. 1

Background

On May 7, 2024, the Board approved a contract with Studio Plus Architecture Corp. to provide architectural design services for electrical service and foundations for twelve new electrical charging stations and infrastructure for three future charging stations to serve school buses. The Studio Plus Architecture Corp. proposal includes design development, construction documents, bidding and negotiations, construction administration, and structural and electrical engineering.

As a result of Southern California Edison (SCE) requests, staff has been asked to put forth additional effort following completion of construction documents for the bus charging stations project. SCE has revised the T&D narrative on this project several times. A T&D narrative is the comprehensive overview of a project, including its purpose, scope, methodology, and anticipated outcomes. Revised drawings and engineering calculations are required to address the revised T&D narrative for SCE.

Original Contract Amount	\$70,250
Amendment No. 1	<u>\$22,770</u>
New Contract Sum	\$93,020

In order to proceed with the project and process payment for this service, approval of Amendment No. 1 to the agreement is required for additional architectural services. The scope of work and proposed fee have been reviewed by the Maintenance and Facilities Department staff and found to be appropriate for the work defined.

Financial Impact

General Fund (0101) - Transportation	\$22,770
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Administrator

Joan Velasco, Interim Assistant Superintendent, Administrative Services

April 8, 2025

Mr. Ralph Figueroa
Placentia-Yorba Linda Unified School District
Maintenance, Facilities, & Construction
1301 E Orangethorpe Ave
Placentia, CA 92870

RE: Transportation Bus Chargers Installation – Add Service 1 Proposal

Dear Ralph,

Please accept this proposal for extra Architectural and Electrical Engineering services for the bus charging stations at the District Transportation Facility at 1301 E Orangethorpe Ave in Placentia. Noted below are the added Scope of Work and Additional Services Fees for the requested additional effort.

Scope of Work

As a result of Southern California Edison requests, we have been asked to put forth additional effort following completion of construction documents for the bus charging stations project. Southern California Edison (SCE) has revised the T&D Narrative on this project a couple of times. Revised drawings and engineering calculations are required to address the revised T&D narrative. The following tasks are anticipated:

- Coordinate with SCE for new service requirements. Up to Five (5) online meetings are anticipated.
- Modify site plan to show:
 - Revised feeder routing to be on the roof (1st T&D).
 - New SCE meter cabinet next to SCE utility transformer (1st T&D).
 - SCE Transformer closer to the Switchboard (2nd T&D).
 - Remove all information that relates to previous T&D narrative (2nd T&D).
 - Additional conduit pathways & traffic pull boxes in line with the latest T&D Narrative (2nd T&D).
- Revise calculations for SCE's new service application.
- Create Base Map per SCE's new service application.
- Coordinate with SCE and the District and re-issue Bid Drawings after they complete their Customer_Side_Make_ready engineering design.
- Attend one (1) additional on-site meeting with SCE representatives.

Additional Services Fee

A Professional Services Fee of **Twenty-Two Thousand Seven Hundred Seventy Dollars (\$22,770)** is proposed for the services described herein. Billing shall occur monthly commensurate with progress.

Studio+..... \$2,720
Elec (Salas O'Brien)..... \$8,050
Total\$10,770 (1st T&D Revision)

Studio+..... \$5,000
Elec (Salas O'Brien)..... \$7,000
Total\$12,000 (2nd T&D Revision)

It is assumed that additional coordination with SCE after they complete their engineering design will be minimal and will not result in considerable revision to the Bid Package.



Thank you for your consideration for the additional effort requested of the design team.

Sincerely,
studio+ ARCHITECTS, Inc.



Tanmay Sabharwal, LEED GA
Project Manager | Associate
912.484.7537
tanmays@wearestudioplus.com



**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 6, 2025**

ARCHITECTURAL SERVICES, DISTRICT EDUCATION CENTER, AMENDMENT NO. 1

Background

On December 17, 2024, the Board approved a contract with Higginson Architects, Inc. to provide architectural design services for the Technology and Expanded Learning Office remodels at the District Education Center. The Higginson Architects, Inc. proposal included design development, construction documents, specifications, DSA approval process, construction administration, and DSA closeout.

Additional services are required to cover the survey costs and civil engineering design to provide a grading plan to modify the existing accessible parking area.

Original Contract Amount	\$17,600
Amendment No. 1	<u>\$ 7,820</u>
New Contract Sum	\$25,420

In order to proceed with the project and process payment for this service, Amendment No. 1 to the architectural services agreement is required. The scope of work and proposed fee have been reviewed by the Maintenance and Facilities Department staff and found to be appropriate for the work defined.

Financial Impact

General Fund (0101) - ELOP \$7,820

Administrator

Joan Velasco, Interim Assistant Superintendent, Administrative Services



Higginson Architects, Inc.

34247 Yucaipa Blvd., Ste. D

Yucaipa, Ca 92399

Ph. 909-797-1924

April 16, 2025

Shawna Boyle, Facilities Supervisor
Placentia Yorba Linda Unified School District
1301 E. Orangethorpe Avenue
Placentia, California 92870

Re: Technology / Learning Center Interior Remodel
PYLUSD District Education Center

Dear Shawna,

We are requesting an amendment to our original contract proposal, dated November 8, 2024, to cover additional fees for the survey and grading plan for modifying the existing accessible parking area.

We are requesting an increase of **\$7,820.00** to cover survey costs and civil engineering design.

All other provisions contained in the original proposal remain unchanged.

Thank you for your consideration of this request.

Sincerely,

Higginson Architects, Inc.

David Higginson, AIA, CEO
California Licensed Architect C-19168

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 6, 2025**

ADMINISTRATIVE SERVICES – INDEPENDENT CONTRACTOR AGREEMENT

Background

Approve the following independent contract agreement:

- | | |
|---------------------------------------|---|
| 1. Monjaras & Wismeyer
Group, Inc. | Approve Independent Contract Agreement to provide Risk Management consultation and facilitator services for employee interactive meetings, which are mandated by the California Fair Employment and Housing Act, effective July 1, 2025, through June 30, 2026. |
|---------------------------------------|---|

Financial Impact

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

Administrator

Joan Velasco, Interim Assistant Superintendent, Administrative Services

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

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

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

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

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

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

CONSULTANT:

Name of Vendor: _____
Is individual retired from Cal STRS: Yes _____ No _____
from CalPERS: Yes _____ No _____ If yes, date retired: _____
Signature: _____
Phone #: _____
Fax #: _____
Date: _____
Social Security/Tax ID _____

DISTRICT:

Placentia-Yorba Linda Unified School District
By: _____
Donald Rosales, Director of 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.

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 6, 2025**

TEMPORARY INTERFUND BORROWING, RESOLUTION NO. 24-21

Background

In order to provide flexibility in having cash available to meet its financial obligations, the governing board may direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the district as authorized by Education Code Section 42603. The amounts transferred shall be repaid either in the same fiscal year or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year. The following resolution approves the use of such short-term interfund loans, if required.

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

Financial Impact

Not applicable

Administrator

Joan Velasco, Interim Assistant Superintendent, Administrative Services

PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 24-21
RESOLUTION TO ESTABLISH TEMPORARY INTERFUND TRANSFERS OF FUND MONEYS

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

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

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

WHEREAS, amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year;

NOW THEREFORE, BE IT RESOLVED that the Governing Board of the Placentia-Yorba Linda Unified School District, in accordance with the provisions of Education Code section 42603 adopts the following authorization for fiscal year 2025-26 to temporarily transfer moneys between funds.

PASSED AND ADOPTED by the Governing Board on May 6, 2025 by the following vote:

AYES: _____
NOES: _____
ABSENT: _____
ABSTAINED: _____

I, Dr. Allen Mucerino, Secretary to the Board of Education of the Placentia-Yorba Linda Unified School District of Orange County, California, do hereby certify that the above and foregoing Resolution No. 24-21 was duly and regularly adopted by said Board at a regular meeting thereof held on the 6th day of May, 2025, and passed by a _____ vote of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 6th day of May, 2025.

Dr. Allen Mucerino
Secretary to Board of Education

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 6, 2025**

**MEMORANDUM OF UNDERSTANDING (MOU), CALIFORNIA STATE POLYTECHNIC UNIVERSITY
POMONA INTERNSHIP**

Background

Individuals who wish to become registered dietitians must complete an internship with an accredited program to be eligible to take the registration exam. One of the necessary components includes hands-on experience in a school nutrition services program. On August 13, 2024, the district approved the MOU with California State Polytechnic University to provide qualified instruction for one or two dietetic intern placements per school year.

Renewal of the MOU with California State Polytechnic University will allow the district's nutrition services program to provide qualified instruction to dietetic interns for an additional two years, through June 30, 2027.

Financial Impact

No cost to district

Administrator

Joan Velasco, Interim Assistant Superintendent, Administrative Services

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 6, 2025**

SOCIAL MEDIA MARKETING MEMBERSHIP

Background

The Nutrition Services Department seeks to expand its reach and showcase the department’s nutritional benefits by partnering with school nutrition marketing expert, Dunk Tank Marketing, LLC. Their approach includes fun food facts and nutrition insights that encourage healthier habits and long-term wellness.

This partnership will amplify awareness, for both students and parents, by fostering a deeper connection with the school community and promoting healthier eating choices.

Financial Impact

Cafeteria Fund (1313)	\$5,388
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Administrator

Joan Velasco, Interim Assistant Superintendent, Administrative Services

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

THIS AGREEMENT is made and entered into this 6th day of May, 2025, by and between _____

Dunk Tank Marketing, LLC., hereinafter referred to as "Consultant," and the Placentia-Yorba Linda Unified School District, hereinafter referred to as "District."

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

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

School nutrition social media marketing membership with a focus on school nutrition highlights, fun food facts, and nutrition insights in both English

and Spanish.

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 \$5,388.00 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: Dunk Tank Marketing, LLC.

Is individual retired from Cal STRS: Yes ☐ No ☒

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

Signature: *Dave Palmer*

Phone #: 619-800-3865

Fax #: _____

Date: 4-24-25

Social Security/Tax ID 46-5233557

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 JP.

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 JP.

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 JP.

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 JP.
7. The failure of District or consultant/contractor to see redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party or such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
8. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
9. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California.
10. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.
11. Consultant/contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
12. Consultant/contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the District and/or used in connection with the Agreement, shall be wholly original to Consultant/contractor and shall not be copied in whole or in part from any other sources, except that submitted to consultant/contractor by District as a basis for such services.
13. If consultant/contract is involved in any public works contract, as defined in California Labor Code Section 1720, where labor and material exceeds \$1,000.00, the contract shall be subject to the prevailing wage law currently in effect by order of the Director of Industrial Relations, State of California. Copies of the prevailing wage scales are available for inspection on line at the State of California, Department of Industrial Relations at www.dir.ca.gov.
14. The parties to the Agreement shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.
15. It is the policy of the Placentia-Yorba Linda Unified School District Board of Education that in connection with all work or services performed under this Agreement there will be no discrimination against any employee engaged in the work because of race, color, ancestry, sex, national origin, handicapping condition, or religious creed, and therefore the consultant/contractor agrees to comply with applicable Federal and California laws including, but not limited to, Government Code Section 12940, et seq.

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 6, 2025**

AUCTION SERVICES

Background

The district accumulates surplus property from various departments through the replacement of old and/or obsolete equipment. Education Code 17545(a) states: "The governing board of any school district may sell for cash any property belonging to the district if the property is not required for school purposes, or it is unsatisfactory or not suitable for school use." Since the storage of these items takes up valuable space, the district would like to proceed to dispose of these items by means of a public auction. TLC Auctions has been the district's private auction firm since April 2022 and staff is satisfied with their services. For those items that do not sell, Board authorization is required to declare the property of insufficient value to defray the costs of arranging for another sale and to dispose of said property by other means (Ed Code 17546(c)).

Renewal of the agreement with TLC Auctions will allow the district to continue to dispose of old and/or obsolete equipment in a more efficient manner as specified in Ed Code 17545(a) by means of offsite or online auctions as needed.

Financial Impact

Additional local income anticipated

Administrator

Joan Velasco, Interim Assistant Superintendent, Administrative Services

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 6, 2025**

HMO DENTAL INSURANCE

Background

The CIGNA Dental Health of California Plan provides the District's HMO dental insurance for eligible employees and dependents. There is a 3% increase in the premium for the 2025-26 plan year. The agreement with CIGNA Dental Health of California, Inc. provides HMO dental insurance for the district's eligible employees and dependents.

Financial Impact

Health and Welfare Fund (6769)	\$7,000
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Administrator

Joan Velasco, Interim Assistant Superintendent, Administrative Services

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 6, 2025**

LIFE INSURANCE

Background

The district has provided employee life insurance coverage to benefit eligible employees since 1988. There is no change to the current plan premium rates; however, Anthem Life has been acquired by The Standard and has changed its name.

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

Financial Impact

Health and Welfare Fund (6769)	\$175,000
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Administrator

Joan Velasco, Interim Assistant Superintendent, Administrative Services

SCHOOL-TO-WORK INSURANCE

Background

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

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

Financial Impact

General Fund (0101)	\$1,600
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Administrator

Joan Velasco, Interim Assistant Superintendent, Administrative Services

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 6, 2025**

CROSSING GUARD SERVICES

Background

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

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

Financial Impact

General Fund (0101)	\$283,129
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Administrator

Joan Velasco, Interim Assistant Superintendent, Administrative Services



ALL CITY MANAGEMENT SERVICES

April 24, 2025

Noemi Ruedas
Placentia-Yorba Linda USD
1301 E. Orangethorpe Ave., Placentia, CA 92870

Dear Administrator,

It is once again the time of the year when many agencies are formulating their budgets for the coming fiscal year. Toward that end, please allow this letter to serve as confirmation of our interest in extending our agreement for Crossing Guard Services through the 2025-2026 school year.

As you may know, hiring challenges have impacted all sectors of the labor market across the nation. Recently the United States Chamber of Commerce has published an article “Understanding America’s Labor Shortage”, which illustrates how thousands of jobs are published each month and yet a significant number of positions still remain unfilled. Essentially, labor force participations rates have still not returned to pre-COVID levels. This situation leads to heightened competition among businesses as they vie for the limited pool of available talent.

ACMS has experienced these same challenges and in many cases, we’ve transitioned a significant number of employees from an older, primarily stable workforce to a younger mobile workforce. This new segment of our employees are more sensitive to current cost-of-living increases and are looking for higher wages and more hours. They often accept our position and work for days, sometimes weeks and if we’re lucky months then abruptly leave when they find higher pay.

For these reasons, as well as cost increases in most segments of our business, we must appeal for an increase in our hourly rate for the upcoming 2025-2026 school year. To facilitate the calculation of the 2025-2026 annual cost of your Crossing Guard program, we have developed and included with this letter a Client Worksheet. This Worksheet details the new hourly billing rate and the overall estimated program cost, based on the number of sites and the hours worked at each site.

We remain committed to providing a safe, cost-effective and professional School Crossing Guard Program and we hope you will find this new pricing acceptable. If you have any questions or need additional information, please contact me at (800) 540-9290. Take care.

Sincerely,

Baron Farwell

Baron Farwell,
General Manager

All City Management Services Inc.

Client Worksheet 2025 - 2026

Department: 1005103

Billing Rate for 2025 - 2026: \$ 34.57

Placentia-Yorba Linda USD
1301 E. Orangethorpe Avenue
Placentia, CA 92870

KEY:

Traditional Calendar:

For sites with no regularly scheduled early release days, use 180 regular days

Sites with traditional calendar:

		45.5		180		\$34.57	=	\$283,128.30
13 Sites at	3.50 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

TOTAL PROJECTED HOURS

8,190.00

TOTAL ANNUAL PROJECTED COST

\$283,128.30

CERTIFICATE OF INSURANCE COMPLIANCE AND TRACKING

Background

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

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

Financial Impact

General Fund (0101)	\$25,000
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Administrator

Joan Velasco, Interim Assistant Superintendent, Administrative Services

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 6, 2025**

GENERAL LIABILITY CLAIM NO. 652915

Background

A claim was received on March 24, 2025, alleging injury to a student by a staff member.

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

Financial Impact

No cost to the district

Administrator

Joan Velasco, Interim Assistant Superintendent, Administrative Services

INDEPENDENT CONTRACTOR AGREEMENT BETWEEN OC SAFETY, INC. AND EARLY LEARNING

Background

OC Safety provides first aid, infant care, and AED (Automated External Defibrillator) training. OC Safety meets all state preschool licensing requirements to train our preschool teachers in these areas. It is a state requirement for our preschool teachers to renew their certification annually. This training is essential because it ensures PYL preschool teachers remain compliant with state preschool licensing requirements. PYL and OC Safety have been partners for several years, and we wish to continue the partnership to train 27 of our preschool teachers from May 30, 2025, to June 30, 2025.

Financial Impact

Budgeted State Preschool Funds, NTE: \$1,820

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Dr. George Lopez, Executive Director, Early and Expanded Learning
Sylvia Cuesta, Director, Early Learning



INVOICE

3303 HARBOR BLVD, SUITE D-1, COSTA MESA, CA 92626
 PH: 714-960-1911 / Email: info@ocsafety.com
www.ocsafety.com

Date: 4/15/2025
 INVOICE #12122

TO Placentia-Yorba Linda
 USD,
 1301 E. Orangethorpe Ave
 Placentia, CA 92870

*Everyone should consider learning CPR,
 "You can save someone's Life"*

Quantity	Description	Unit Price	Line Total
26	Pediatric CPR First Aid AED Course	\$70	\$1820.00
ONSITE TRAINING FOR 05/30 & 06/20			
<u>TOTAL</u>			\$1820.00

**SERVICE PROPOSAL WITH OCDE SERVICES DIVISION OF EARLY LEARNING SERVICES FOR
PROFESSIONAL DEVELOPMENT FOR FEE-BASED PRESCHOOL EDUCATORS**

Background

This agreement establishes a collaborative partnership with the Orange County Department of Education Division of Early Learning Services. The focus is to provide a professional learning opportunity for fee-based preschool educators in two areas: 1) Exploring Creativity: Nurturing Process Art Over Product Art in Early Learning, and 2) Play Experience.

Process Art prioritizes the experience of exploration over creating a specific product, which is beneficial for young learners. Product-focused art often restricts creativity and cognitive growth by emphasizing conformity and achieving a “right” result. In contrast, process art nurtures curiosity, individual expression, and a growth mindset, ensuring that children develop the cognitive tools they need for lifelong learning. Recognizing the significance of play in the classroom, early childhood educators nurture essential 21st-century skills that empower young learners to adapt, innovate, and problem-solve.

We seek approval to continue adding value to our programs by providing these eight-hour professional learning opportunities to our early learning educators on August 21, 2025, thereby supporting the interest of PYLUSD preschool students during the 2025-26 school year.

Financial Impact

Fund 12, NTE: \$1,500

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Dr. George Lopez, Executive Director, Early and Expanded Learning
Sylvia Cuesta, Director II, Early Childhood 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

**ORANGE COUNTY
BOARD OF EDUCATION**

MARI BARKE

TIM SHAW

LISA SPARKS, Ph.D.

JORGE VALDES, Esq.

KEN WILLIAMS, D.O.

TO: Silvia Ramirez-Cuesta

TITLE: Director of Early Childhood Education

DISTRICT: Placentia-Yorba Linda Unified School District (PYLUSD)

ADDRESS: 1301 E. Orangethorpe Ave, Placentia CA 92870

EMAIL: scuesta@pylud.org

PHONE NUMBER: (714) 986-7000

FROM: Viviana Jelinek

TITLE: Program Specialist

EMAIL: vjelinek@ocde.us

PHONE NUMBER: (714) 966-4046

DATE OF PROPOSAL: 03/25/2025

PURPOSE: Professional Learning Day

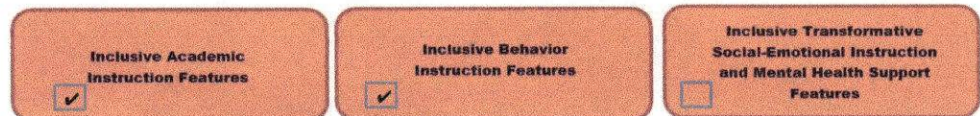
AUDIENCE: Preschool Instructional Staff (Fee Base and CSPP)

ESTIMATED NUMBER OF PARTICIPANTS: 50

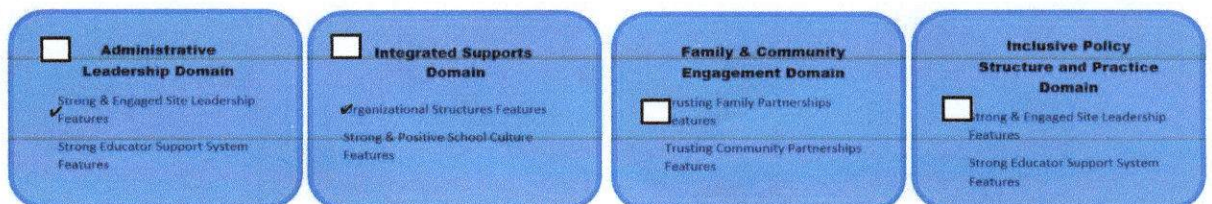
LCAP PRIORITIES ADDRESSED:

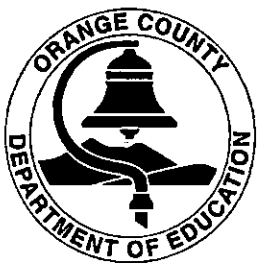
Conditions of Learning	Pupil Outcomes	Engagement
<input checked="" type="checkbox"/> Basic Services <input type="checkbox"/> Implementation of State Content Standards <input checked="" type="checkbox"/> Course Access	<input checked="" type="checkbox"/> Pupil Achievement <input type="checkbox"/> Other Pupil Outcomes	<input type="checkbox"/> Parental Involvement <input checked="" type="checkbox"/> Pupil Engagement <input checked="" 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

OCDE SERVICE COST STRUCTURE:

FEES	AMOUNT	QUANTITY	TOTAL
\$1500 - Full-day (Over 5+ Hrs.)	\$ 1,500		\$ 0
\$750 - Half-day (3-4 hours)	\$ 750	2	\$ 1,500
\$250 - Hourly (1-2 hours)	\$ 250		\$ 0
Additional consultant			\$ 0
Administrative fees: (Planning/Prep Time)			\$ 0
SUBTOTAL			\$ 1,500

ADDITIONAL COST CONSIDERATIONS:

- 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 checked="" type="checkbox"/> District <input type="checkbox"/> OCDE <input type="checkbox"/> District <input type="checkbox"/> OCDE <input checked="" type="checkbox"/> District <input type="checkbox"/> OCDE <input checked="" type="checkbox"/> District <input type="checkbox"/> OCDE <input type="checkbox"/> District <input checked="" 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 checked="" 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 type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

ESTIMATED TOTAL COST (SERVICE + MATERIALS): \$1,500.00

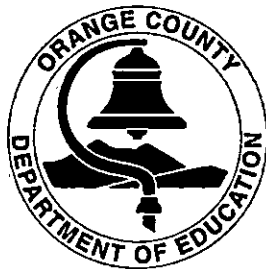
For Client Use:

When this proposal is accepted, OCDE will create a contract for services.

☐ PROPOSAL ACCEPTED

 Authorized Signature

 Date



ORANGE COUNTY DEPARTMENT OF EDUCATION EDUCATIONAL SERVICES DIVISION SERVICE PROPOSAL

NUMBER OF DAYS: (1) Day

PROPOSED TRAINING DATES: August 21, 2025

LOCATION: PYLUSD Board Room 1301 E. Orangethorpe Ave., Placentia, CA 92870

GOAL(S):

Placentia-Yorba Linda School District's Early Childhood Education is seeking partnership with OCDE's Early Learning services to provide a day of professional learning including "Exploring Creativity: Nurturing Process Art Over Product Art in Early Learning Programs" and the "Play Experience" for their preschool instructional staff, aiming to inspire creative, play-based teaching practices to strengthen their teacher's knowledge and preparation for the new school year.

EXPECTED MEASUREABLE OUTCOME(S):

Participants will learn the key differences between process art and product art, understand the importance of process art, learn how to implement process art techniques in the classroom and foster a creative mindset in young children. In addition, participants will experience self-active play as a mindful practice, recognize the power of play to bring healing and hope for children and explore ways to integrate playful experiences into the day.

JUSTIFICATION / RESEARCH CITATION:

Process art prioritizes the experience of exploration over creating a specific product, which is beneficial for young learners. Product-focused art often restricts creativity and cognitive growth by emphasizing conformity and achieving a "right" result. In contrast, process art nurtures curiosity, individual expression, and a growth mindset, ensuring that children develop the cognitive tools they need for lifelong learning. Recognizing the significance of play in the classroom, early childhood educators nurture essential 21st-century skills that empower young learners to adapt, innovate, and problem-solve.

DETAILS:

Training Date: August 21, 2025

Time: 8:30-11:30 a.m.

Title(s): Exploring Creativity: Nurturing Process Art Over Product Art in Early Learning Programs

Trainer: Viviana Jelinek, Program Specialist

Training Date: August 21, 2025

Time: 12:30-3:30 p.m.

Title: Play Experience

Trainer: Alex Yang, Program Specialist

Note(s): This proposal will go to board in April. Once approved and returned, the contract will be created. PYLUSD will be responsible for printing all training materials.

**INDEPENDENT CONTRACTOR AGREEMENT WITH AMAZING SCHOOL ASSEMBLIES FOR
SUMMER 2025**

Background

The Expanded Learning Division remains committed to providing a high-quality summer camp experience, running from June 16 to August 22, 2025. We would like to request approval to include Amazing School Assemblies as part of our summer program.

Amazing School Assemblies will deliver an engaging, interactive experience for hundreds of students, featuring magical games and tricks designed to entertain and educate. Each summer camp location—Brookhaven, Bryant Ranch, Glenview, Golden, Morse, and Rose Drive—will host three assemblies, ensuring all students have the opportunity to participate.

This program will enhance the overall summer camp experience and contribute to a fun and enriching environment for our students. We request permission to include Amazing School Assemblies in our 2025 summer camps for 660 of our students.

Financial Impact

Budgeted ELOP Funds, NTE: \$6,000

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Dr. George Lopez, Executive Director, Early and Expanded Learning
Brenda Hohnstein, Director, Expanded Learning

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

THIS AGREEMENT is made and entered into this 6th day of May, 2025, by and between John Abrams
Amazing School Assemblies, 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)
John Abrams will host "Fun, Games, and Magic" assembly for Expanded Learning's summer camp program at six locations.
Students will get the opportunity to participate in the show.
2. The Consultant/Contractor will commence providing services under this **AGREEMENT** on July 18, 2025, and will diligently perform as required and complete performance by July 28, 2025. The Consultant/Contractor will perform said services as an independent Consultant/Contractor and not as an employee of the District. Consultant/Contractor shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.
3. The District will prepare and furnish to the Consultant/Contractor upon request such information as is reasonably necessary to the performance of this **AGREEMENT**.
4. The District shall pay the Consultant/Contractor the total amount of \$6,000 for services rendered pursuant to this **AGREEMENT**. Payment shall be made after approval of the Board, completion of service, and submission of an invoice in duplicate to the District 30 days in advance of each payment due date. Receipts for expense reimbursement are required.
5. The District may at any time for any reason terminate this **AGREEMENT** and compensate Consultant/Contractor only for services rendered to the date of the termination. Written notice by the District shall be sufficient to stop further performance of services by Consultant/Contractor. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.
6. The Consultant/Contractor agrees to and shall defend and indemnify the Placentia-Yorba Linda Unified School District, its Board, officers, agents and employees, and volunteers from every claim or demand and every liability, or loss, damage, or expense of any nature whatsoever which may be incurred by reason of the Consultant's/Contractor's performance or lack of performance pursuant to this Agreement. It is expressly understood that this obligation includes any and all costs and expenses related to defense as well as indemnification for any and all judgments or settlements. For death or bodily injury to person, injury to property, or any other loss, damage, or expense sustained, arising from, in connection with, or in any way related to the Services called for in this **AGREEMENT**, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its Board, officers, agents, employees and volunteers. The Consultant/Contractor, at Consultant's/Contractor's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its Board, Officers, agents, employees, and volunteers on any such claim, demand, loss, damage, expense (including attorney fees), cost, or liability and shall pay or satisfy any judgment that may be rendered against the District, its Board, officers, agents, employees, and volunteers in any action, suit, or other proceedings as a result thereof.
7. This **AGREEMENT** is not assignable without written consent of the parties hereto.
8. Consultant/Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances including worker's compensation.
9. Consultant/Contractor, if an employee of another public agency, certifies that consultant/contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency, for the actual time in which services are actually being performed pursuant to this **AGREEMENT**.
10. Insurance requirements are on the reverse side of this Agreement. All insurance and other documentation must be delivered to the District prior to the consultant/contractor performing services. The Consultant/Contractor shall comply with all District insurance requirements.
11. Consultant/Contractor must meet the fingerprint requirements specified in Education Code Section 45125.1, and as described on the reverse side of this form.
12. Consultant signature below is incontrovertible evidence that the terms and conditions of this Agreement have been read and agreed to.

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

CONSULTANT:

Name of Vendor: John Abrams
Is individual retired from Cal STRS: Yes No X
from CalPERS: Yes No X If yes, date retired:
Signature: [Signature]
Phone #: 831-929-5437
Fax #: None
Date: 3/28/25
Social Security/Tax ID 549-39-5430

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 GR.

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 NIA.

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 GR.

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 GR.
7. The failure of District or consultant/contractor to see redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party or such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
8. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
9. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California.
10. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.
11. Consultant/contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
12. Consultant/contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the District and/or used in connection with the Agreement, shall be wholly original to Consultant/contractor and shall not be copied in whole or in part from any other sources, except that submitted to consultant/contractor by District as a basis for such services.
13. If consultant/contract is involved in any public works contract, as defined in California Labor Code Section 1720, where labor and material exceeds \$1,000.00, the contract shall be subject to the prevailing wage law currently in effect by order of the Director of Industrial Relations, State of California. Copies of the prevailing wage scales are available for inspection on line at the State of California, Department of Industrial Relations at www.dir.ca.gov.
14. The parties to the Agreement shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.
15. It is the policy of the Placentia-Yorba Linda Unified School District Board of Education that in connection with all work or services performed under this Agreement there will be no discrimination against any employee engaged in the work because of race, color, ancestry, sex, national origin, handicapping condition, or religious creed, and therefore the consultant/contractor agrees to comply with applicable Federal and California laws including, but not limited to, Government Code Section 12940, et seq.

INDEPENDENT CONTRACTOR AGREEMENT WITH PERFECTION ON WHEELS

Background

The Expanded Learning Division remains committed to providing a high-quality summer camp experience, scheduled to run from June 16 to August 22, 2025. We would like to request approval to include Perfection on Wheels as part of our summer program.

Perfection on Wheels will present an engaging BMX school assembly that highlights the importance of hard work, self-discipline, academic success, and strong character development. To ensure all 660 students have access to this exciting experience, each summer camp will be transported by school bus to either Brookhaven or Woodsboro Summer Camp to attend the BMX assembly.

Each 40-minute assembly will feature thrilling, high-flying bike stunts, with purposeful pauses to discuss and reinforce key values essential to being a dedicated student, supportive friend, and responsible community member. This program will be a valuable and inspiring addition to our summer camp.

Financial Impact

Budgeted ELOP Funds, NTE: \$3,594

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Dr. George Lopez, Executive Director, Early and Expanded Learning
Brenda Hohnstein, Director, Expanded Learning

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

THIS AGREEMENT is made and entered into this 6th day of May, 2025, by and between Perfection on Wheels, 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)

Perfection on Wheels will host two BMX assemblies at Brookhaven and Woodsboro Summer Camp. The character assembly program will focus on the importance of trustworthiness, respect, responsibility, fairness, caring, and citizenship.

2. The Consultant/Contractor will commence providing services under this **AGREEMENT** on July 9, 2025, and will diligently perform as required and complete performance by July 9, 2025. The Consultant/Contractor will perform said services as an independent Consultant/Contractor and not as an employee of the District. Consultant/Contractor shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.
3. The District will prepare and furnish to the Consultant/Contractor upon request such information as is reasonably necessary to the performance of this **AGREEMENT**.
4. The District shall pay the Consultant/Contractor the total amount of \$3600 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: Satellite Sports Group / Sam Bowman

Is individual retired from Cal STRS: Yes ☐ No ☒
from CalPERS: Yes ☐ No ☐ If yes, date retired: _____

Signature: [Signature]

Phone #: 800 650 2453

Fax #: _____

Date: 4-3-25

Social Security/Tax ID: 141992600

DISTRICT:

Placentia-Yorba Linda Unified School District

By: _____

Assistant Superintendent, Business Services

Address: 1301 E. Orangethorpe, Placentia, CA 92870

Date: _____

Approved by Board: _____

(Date)

TERMS AND CONDITIONS OF AGREEMENT

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

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

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

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

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

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

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

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

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

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

2. Any amendment or modification of this Agreement shall be effective only if it is in writing and signed by the parties and approved by the Board as necessary.
3. District shall not be liable to consultant/contractor for any costs or expenses paid or incurred by consultant/contractor unless agreed to and approved by the District.
4. Consultant/contractor shall furnish, at their own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
5. Consultant/contractor acknowledges and agrees that it is the sole responsibility of the consultant/contractor to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state, or local tax authority. No part of consultant/contractors compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or other similar state or federal tax obligations.
6. All consultants/contractors who work directly with students shall complete a background check per the requirements in Education Code Section 45125.1 and certify that it will provide a drug-free workplace by performing certain specified acts mandated by Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990. Initials JS.
7. The failure of District or consultant/contractor to see redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party or such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
8. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
9. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California.
10. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.
11. Consultant/contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
12. Consultant/contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the District and/or used in connection with the Agreement, shall be wholly original to Consultant/contractor and shall not be copied in whole or in part from any other sources, except that submitted to consultant/contractor by District as a basis for such services.
13. If consultant/contract is involved in any public works contract, as defined in California Labor Code Section 1720, where labor and material exceeds \$1,000,000, the contract shall be subject to the prevailing wage law currently in effect by order of the Director of Industrial Relations, State of California. Copies of the prevailing wage scales are available for inspection on line at the State of California, Department of Industrial Relations at www.dir.ca.gov.
14. The parties to the Agreement shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.
15. It is the policy of the Placentia-Yorba Linda Unified School District Board of Education that in connection with all work or services performed under this Agreement there will be no discrimination against any employee engaged in the work because of race, color, ancestry, sex, national origin, handicapping condition, or religious creed, and therefore the consultant/contractor agrees to comply with applicable Federal and California laws including, but not limited to, Government Code Section 12940, et seq.

INDEPENDENT CONTRACTOR AGREEMENT WITH BOOST COLLABORATIVE FOR EXPANDED LEARNING STAFF PROFESSIONAL DEVELOPMENT

Background

The Expanded Learning Division remains committed to delivering high-quality training to Expanded Learning staff. In partnership with BOOST Collaborative, a series of in-person and virtual training sessions will be offered to support staff development. These trainings will focus on creating safe and supportive environments, building leadership skills, promoting active and engaged learning, and enhancing overall program quality.

Through this collaboration with BOOST Collaborative—an organization committed to elevating the importance of quality out-of-school time programming—staff will gain valuable tools and strategies to support students, families, and communities effectively. More than 175 Expanded Learning staff members will have the opportunity to participate in these professional development sessions on June 13, August 25, and November 17-18, 2025.

Financial Impact

Budgeted ELOP Funds, NTE: \$15,200

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Dr. George Lopez, Executive Director, Early and Expanded Learning
Brenda Hohnstein, Director, Expanded Learning

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

THIS AGREEMENT is made and entered into this 6th day of May, 2025, by and between _____

BOOST Collaborative, 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)
Professional Development for expanded learning staff promotining the importance of quality out-of-
school time programming, resources to develope supporting envornments for children & families.
2. The Consultant/Contractor will commence providing services under this AGREEMENT on June 13, 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 \$15,200 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: BOOST Collaborative
Is individual retired from Cal STRS: Yes _____ No X
from CalPERS: Yes _____ No X If yes, date retired: _____
Signature: 
Phone #: 858-699-5547
Fax #: N/A
Date: 3-25-25
Social Security/Tax ID 26-3254621

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 IQ.

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 IQ.

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 IQ.

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 IQ.
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.

ADVANCING EXPANDED LEARNING & AFTER SCHOOL LEARNING THROUGH PROFESSIONAL DEVELOPMENT

BOOST Collaborative Overview



BOOST Collaborative provides support services including program and resource development, building community partnerships, promoting the importance of quality out-of-school time programming and partnerships, opportunities to share tools, resources, and promising practices, in addition to a variety of in-person and virtual training and consulting services. **BOOST Boot Camps and trainings** prepare your staff with the necessary tools and resources to be effective in supporting children, youth, families, and communities. Certificates of completion available upon completion of an evaluation. www.boostcollaborative.org

Professional Development Overview



In-person & Virtual Training- BOOST has facilitated customized in-person staff trainings since 2007 throughout the nation. These trainings include presentations at national, statewide, regional, and local conferences as well as contracts with County Office of Education, School Districts, and Community-based organizations. BOOST also offers 1-5 day BOOST Boot Camps to prepare site-level staff to be successful in serving children, youth, families, and communities. All content is aligned with California Quality Standards. We serve over 3,000 program staff annually. www.boostcafe.org/boot-camp

BOOST Boot Camp Series- Placentia-Yorba Linda Unified School District

Dates: (TBD)

BOOST Collaborative will provide interactive, in-person professional development and leadership trainings for 100 expanded learning staff. This training will prepare all staff members with necessary tools needed to be successful to work with children, families, schools, and communities. Staff will leave equipped, trained, and inspired to thrive in their expanded learning programs. **To view of list of workshops descriptions, please visit <https://boostcafe.org/boot-camp/>**

Day 1- June 13, 2025 (9:30am-6:00pm)

THEME: SAFE AND SUPPORTIVE ENVIRONMENT

Building Connections with Our Students (2 hours)
Program & Classroom Management (2.5 hours)
Behavior Management (2.5 hours)
Energizers, Icebreakers, and Team Building (1 hour)

Day 2- August 25, 2025 (9:30am-6:00pm)

THEMES: SAFE AND SUPPORTIVE ENVIRONMENT/YOUTH VOICE AND LEADERSHIP/ ACTIVE AND ENGAGED LEARNING/ COLLABORATIVE PARTNERSHIPS

Developmental Assets (1.5 hours)
Homework Helpers (1.5 hours)
Creating Leadership Roles (and Jobs!) for Students (2 hours)
Building Partnerships That Last (2 hours)
Energizers, Icebreakers, and Team Building (1 hour)

Day 3- November 17, 2025 (exact times TBD)

THEME: QUALITY STAFF

Leadership Development (4 hours)

Day 4- November 18, 2025 (exact times TBD)

THEME: QUALITY STAFF

Leadership Development (4 hours)

Contract Fee(s):

Four (4) In-person trainings: \$15,200 inclusive of project fee, trainer(s), travel, and all workshop materials, and evaluations.

Complimentary 1-hour virtual training is included (date TBD) SKILL BUILDING

BOOST Cafe Scavenger Hunt & Orientation (1 hour)

This session will provide participants with an overview and orientation of the BOOST Cafe and Online Training & Learning Community through a fun online scavenger hunt. Learn ways to enhance your professional development, access thousands of free resources, post a job, and meet like-minded colleagues in our learning forum.

BOOST Cafe is the most comprehensive online community for in and out-of-school time educators. The BOOST Cafe is an extension of the BOOST Collaborative and provides no-cost resources to support our community with relevant, timely, and easy-to-implement tools and resources. www.boostcafe.org

Total: \$15,200

You can download the BOOST W9 [here](#)

BOOST will also provide:

1. Registration coordination of participants (if needed)
2. Marketing flyer(s) for in-house promotions to your team
3. Certificate(s) of Completion for each session including supplemental training materials and resources
4. Digital link to overall evaluations for each day and shared results with Program post-training.
5. Raffle prizes (in-person trainings only)

BOOST Collaborative Contact

Tia Quinn, Founder & CEO
BOOST Collaborative
1286 University Avenue #739
San Diego, CA 92103
tia@boostcollaborative.org
858.699.5547

**INDEPENDENT CONTRACTOR AGREEMENT WITH DREAMS FOR SCHOOLS FOR
EXPANDED LEARNING SUMMER CAMP PROGRAMS**

Background

This agreement outlines Dreams for Schools' intention to collaborate with the Placentia-Yorba Linda Unified School District Expanded Learning program in offering STEM enrichment programs during the 2025 summer camp. Through this partnership, students will have the opportunity to explore and develop essential skills in science, technology, engineering, and mathematics (STEM), with a particular emphasis on coding, web development, engineering, and robotics. These hands-on experiences are designed to spark curiosity and build foundational knowledge in key STEM disciplines.

Dreams for Schools is committed to inspiring, educating, and empowering students to become STEM-literate individuals equipped with both hard and soft skills. Our mission is to nurture the critical thinkers, creative leaders, and technologists of tomorrow.

We respectfully request permission to include Dreams for School STEM courses as part of the Expanded Learning 2025 summer camp programming at the following sites: Brookhaven, Bryant Ranch, Glenview, Golden, Morse, Rose Drive, Topaz, and Woodsboro. These programs are expected to serve 660 of our students throughout the summer, supporting their continued growth and development in STEM.

Financial Impact

Budgeted ELOP Funds, NTE: \$61,486

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Dr. George Lopez, Executive Director, Early and Expanded Learning
Brenda Hohnstein, Assistant Director, Expanded Learning

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

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between _____, 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: Nithu Gille
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.

Dreams for Schools PYLUSD Summer Programming

PYLUSD - Morse, Brookhaven, Bryant Ranch, Glenview, Golden, Woodsboro, Rose Drive

Dates: June 23, 2025 - August 15, 2025

Classes Offered:

- Engineering Inventors / Sphero Robots (Elementary & Middle)

Structures of Classes:

- 8 Week Summer Program
- Expanded Learning 3 Week Program
- Summer Enrichment - After School Program

Schedule of Classes Proposed referenced in Summer 2025 Schedule created by Expanded Learning Team

Costs Estimate:

ITEM	# of Classes	Cost per Class	Total Cost
8 Week Summer Program (EI/Sphero Combo) - Morse, Brookhaven, Bryant Ranch, Glenview, Golden, Woodsboro, Rose Drive	96	\$272.06	\$26,117.76
3 Week Summer Program (EI/Sphero Combo) - Woodsboro	18	\$272.06	\$4,897.08
Summer Enrichment After-School Program (EI/Sphero Combo) - Morse & Topaz	112	\$272.06	\$30,470.72
TOTAL COST			\$61,485.56

**INDEPENDENT CONTRACTOR AGREEMENT WITH STRATEGIC KIDS, LLC FOR EXPANDED
LEARNING SUMMER CAMPS**

Background

The Expanded Learning Summer Program is excited to partner with Strategic Kids to offer a variety of enrichment programs, including Chess, LEGO engineering, clay art, and Masters of the Field. These engaging classes, led by qualified instructors, focus on fostering learning, teamwork, leadership, and sportsmanship. Each program is designed to teach valuable skills while promoting both indoor and outdoor participation.

As part of the Expanded Learning Summer Camp and After-School Summer Enrichment Program, hundreds of students will have the opportunity to participate in these classes throughout the summer. Strategic Kids offers structured and dynamic programs designed to build students' confidence and foster collaboration among peers. Through this partnership, students will benefit from a fun, supportive learning environment.

The agreement between Expanded Learning Summer Camp and Strategic Kids allows programs to be scheduled from June 16, 2025 to August 22, 2025.

Financial Impact

Budgeted ELOP Funds, NTE: \$99,695

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Dr. George Lopez, Executive Director, Early and Expanded Learning
Brenda Hohnstein, Assistant Director, Expanded Learning

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

THIS AGREEMENT is made and entered into this 6th day of May, 2025, by and between Strategic Kids, 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)
Strategic Kids will hold weekly activities with Expanded Learning Summer Camp and After School Summer Enrichment programs. The following themes
will be Masters of the Field, Chess, LEGO Engineering, Clay Pottery, and an enrichment camp
2. The Consultant/Contractor will commence providing services under this **AGREEMENT** on June 16, 2025, and will diligently perform as required and complete performance by August 22, 2025. The Consultant/Contractor will perform said services as an independent Consultant/Contractor and not as an employee of the District. Consultant/Contractor shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.
3. The District will prepare and furnish to the Consultant/Contractor upon request such information as is reasonably necessary to the performance of this **AGREEMENT**.
4. The District shall pay the Consultant/Contractor the total amount of \$ NTE: \$99,695 for services rendered pursuant to this **AGREEMENT**. Payment shall be made after approval of the Board, completion of service, and submission of an invoice in duplicate to the District 30 days in advance of each payment due date. Receipts for expense reimbursement are required.
5. The District may at any time for any reason terminate this **AGREEMENT** and compensate Consultant/Contractor only for services rendered to the date of the termination. Written notice by the District shall be sufficient to stop further performance of services by Consultant/Contractor. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.
6. The Consultant/Contractor agrees to and shall defend and indemnify the Placentia-Yorba Linda Unified School District, its Board, officers, agents and employees, and volunteers from every claim or demand and every liability, or loss, damage, or expense of any nature whatsoever which may be incurred by reason of the Consultant's/Contractor's performance or lack of performance pursuant to this Agreement. It is expressly understood that this obligation includes any and all costs and expenses related to defense as well as indemnification for any and all judgments or settlements. For death or bodily injury to person, injury to property, or any other loss, damage, or expense sustained, arising from, in connection with, or in any way related to the Services called for in this **AGREEMENT**, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its Board, officers, agents, employees and volunteers. The Consultant/Contractor, at Consultant's/Contractor's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its Board, Officers, agents, employees, and volunteers on any such claim, demand, loss, damage, expense (including attorney fees), cost, or liability and shall pay or satisfy any judgment that may be rendered against the District, its Board, officers, agents, employees, and volunteers in any action, suit, or other proceedings as a result thereof.
7. This **AGREEMENT** is not assignable without written consent of the parties hereto.
8. Consultant/Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances including worker's compensation.
9. Consultant/Contractor, if an employee of another public agency, certifies that consultant/contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency, for the actual time in which services are actually being performed pursuant to this **AGREEMENT**.
10. Insurance requirements are on the reverse side of this Agreement. All insurance and other documentation must be delivered to the District prior to the consultant/contractor performing services. The Consultant/Contractor shall comply with all District insurance requirements.
11. Consultant/Contractor must meet the fingerprint requirements specified in Education Code Section 45125.1, and as described on the reverse side of this form.
12. Consultant signature below is incontrovertible evidence that the terms and conditions of this Agreement have been read and agreed to.

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

CONSULTANT:

Name of Vendor: Strategic Kids
Is individual retired from Cal STRS: Yes ☐ No ☒
from CalPERS: Yes ☐ No ☒ If yes, date retired: _____
Signature: ABrook
Phone #: 949-525-1372
Fax #: _____
Date: 4/3/2025
Social Security/Tax ID 46-1991549

DISTRICT:

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

TERMS AND CONDITIONS OF AGREEMENT

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

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

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

The following verbiage is required in the endorsement: The Placentia-Yorba Linda Unified School District, 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 AB.

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

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

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

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

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 AB.
7. The failure of District or consultant/contractor to see redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party or such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
8. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
9. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California.
0. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.
1. Consultant/contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
2. Consultant/contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the District and/or used in connection with the Agreement, shall be wholly original to Consultant/contractor and shall not be copied in whole or in part from any other sources, except that submitted to consultant/contractor by District as a basis for such services.
3. If consultant/contract is involved in any public works contract, as defined in California Labor Code Section 1720, where labor and material exceeds \$1,000.00, the contract shall be subject to the prevailing wage law currently in effect by order of the Director of Industrial Relations, State of California. Copies of the prevailing wage scales are available for inspection on line at the State of California, Department of Industrial Relations at www.dir.ca.gov.
4. The parties to the Agreement shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.
5. It is the policy of the Placentia-Yorba Linda Unified School District Board of Education that in connection with all work or services performed under this Agreement there will be no discrimination against any employee engaged in the work because of race, color, ancestry, sex, national origin, handicapping condition, or religious creed, and therefore the consultant/contractor agrees to comply with applicable Federal and California laws including, but not limited to, Government Code Section 12940, et seq.



Prepared for

Placentia Yorba Linda Unified School District

2024 Summer Programs for PYLUSD

Masters of the Field Weekly

Masters of the Field

Date: June 16-August 15

Time: 9:00 am - 12:00 pm

Brookhaven- Monday

Golden-Tuesday

Rose Drive- Tuesday

Bryant Ranch- Wednesday (except 7/30, 8/13),

Woodsboro- Thursday (except 6/19, 7/3)

Glenview- Friday (except 6/20)

Morse- Friday (except 6/20)

ESTIMATED COSTS

Estimated Cost For 1 Site with 1 Instructor for 3 hours	Estimated Subtotal
Site Enrichment Instructors at Summer Program 2024 (1 at 3 hours) Includes: 3 hours for 1 day per week for 8 days for 1 enrichment instructor for a total of 24 hours \$85/hour per instructor Rate includes all materials and consumable costs for enrichment programs	\$2040
Estimated TOTAL	\$2040

Estimated Costs for 7 Sites	Estimated Total
Cost of 7 sites (Total of 6 days we do not meet -18 hours)	\$12,750
Estimated Costs for 7 Sites	\$12,750

Chess

Time: 12:00 pm - 3:00 PM

Bryant Ranch- June 23 - June 27 (No Wednesday)

Rose Drive- July 7 - July 11 (No Wednesday)

Glenview- July 14 - July 18 (No Monday)

Golden- July 21 - July 25 (No Thursday)

Morse- July 28 - August 2 (No Wednesday)

Brookhaven- August 4 - August 8 (No Tuesday)

Woodsboro- August 11 - August 15 (No Wednesday)

ESTIMATED COSTS

Estimated Cost For 1 Site with 1 Instructor for 3 hours	Estimated Subtotal
Site Enrichment Instructors at Summer Program 2024 (1 at 3 hours) Includes: 3 hours for 4 days per week for a total of 12 hours per week \$85/hour per instructor x 12 hours Rate includes all materials and consumable costs for enrichment programs	\$1020
Estimated TOTAL	\$1020

Estimated Costs for 7 Sites	Estimated Total
Cost of 7 sites for 3 hours \$1020 per site	\$7140

LEGO Engineering

Time: 12:00 pm - 3:00 PM

Golden- June 23 - June 27 (No Wednesday)

Brookhaven- July 7 - July 11 (No Wednesday)

Bryant Ranch- July 14 - July 18 (No Tuesday)

Rose Drive- July 21 - July 25 (No Thursday)

Woodsboro- July 28 - August 2 (No Wednesday)

Morse- August 4 - August 8 (No Wednesday)

Glenview- August 11 - August 15 (No Wednesday)

ESTIMATED COSTS

Estimated Cost For 1 Site with 1 Instructor for 3 hours	Estimated Subtotal
Site Enrichment Instructors at Summer Program 2024 (1 at 3 hours) Includes: 3 hours for 4 days per week for a total of 12 hours per week \$85/hour per instructor x 12 hours Rate includes all materials and consumable costs for enrichment programs	\$1020
Estimated TOTAL	\$1020

Estimated Costs for 7 Sites	Estimated Total
Cost of 7 sites for 3 hours \$1020 per site	\$7140

Clay Art

Time: 12:00 pm - 3:00 PM

Glenview- June 23 - June 27 (No Wednesday)

Woodsboro- July 7 - July 11 (No Wednesday)

Golden- July 14 - July 18 (No Wednesday)

Bryant Ranch- July 21 - July 25 (No Wednesday)

Rose Drive- July 28 - August 2 (No Wednesday)

Brookhaven- August 4 - August 8 (No Tuesday)

Morse- August 11 - August 15 (No Wednesday)

ESTIMATED COSTS

Estimated Cost For 1 Site with 1 Instructor for 3 hours	Estimated Subtotal
Site Enrichment Instructors at Summer Program 2024 (1 at 3 hours) Includes: 3 hours for 4 days per week for a total of 12 hours per week \$85/hour per instructor x 12 hours Rate includes all materials and consumable costs for enrichment programs	\$1020
Estimated TOTAL	\$1020

Estimated Costs for 7 Sites	Estimated Total
Cost of 7 sites for 3 hours \$1020 per site	\$7140

Summer Enrichment After-School

3-hour rotation program

Dates: June 23 - July 25 (Closed July 4) 24 days

Hours: 1:00 pm -4:00 pm

(40-60 students)

Location: Glenview

1775 N Glenview Ave, Anaheim, CA 92807

714-986-7159 Cell:714-548-0421

Portable: P9

Lead Teachers: TBD

Location: Woodsboro

7575 E Woodsboro Ave, Anaheim, CA 92807

714-970-2861 Cell: 714-722-2846

Portable:38

Lead Teacher: TBD

Estimated Cost For 1 Site with 3 Instructors for 3 hours+ one Facilitator	Estimated Subtotal
Site Enrichment Instructors at Summer Program 2024 (3 at 3 hours+1 facilitator at 3 hours) Includes: 3 hours for 24 days per week for a total of 72 hours \$80/hour per instructor+ \$36/Facilitator Rate includes all materials and consumable costs for enrichment programs	\$19,872
Estimated TOTAL	\$19,872

Estimated Costs for 2 Sites	Estimated Total
Cost of 2 sites for 3 hours \$19872 x 2 sites	\$39,744

Expanded Learning 3-Week Program

3-hour rotation program

Dates: July 28 - August 15 (15 days)

Hours: TBD (either 9:00-12:00 or 1:00-4:00)

(60-100 Students)

Location: Woodsboro

7575 E Woodsboro Ave, Anaheim, CA 92807

714-970-2861 Cell: 714-722-2846

Portable:38

Lead Teacher: TBD

Estimated Cost For 1 Site with 6 Instructors for 3 hours+ one Facilitator	Estimated Subtotal
Site Enrichment Instructors at Summer Program 2024 (6 at 3 hours+1 facilitator at 3 hours) Includes: 3 hours for 15 days per week for a total of 45 hours \$80/hour per instructor+ \$36/Facilitator Rate includes all materials and consumable costs for enrichment programs	\$23,220
Estimated TOTAL	\$23,220

Estimated Costs for 1 Site	Estimated Total
Cost of 1 site for 3 hours \$23200 x 1 site	\$23,220

Irvine Park Field Trip

ESTIMATED COSTS

Estimated Cost For 1 Site with 4 Instructors for 4 hours for 2 days	Estimated Subtotal
Site Enrichment Instructors at Summer Program 2024 (4 at 4hours) Includes: 4 hours for 2 days per week for a total of 8 hours \$80/hour per instructor Rate includes all materials and consumable costs for enrichment programs	\$2560
Estimated TOTAL	\$2560

Estimated Costs for 1 Site	Estimated Total
Cost of 1 site for 3 hours \$23200 x 1 site	\$2560

Estimated TOTAL \$2,560.00

Summary of all Costs

MOF Weekly- \$12,750
 Chess Weekly \$7140
 LEGO Weekly \$7140
 Clay Art Weekly \$7140
 Three hour after School Rotation-\$39,744
 Three hour Expanded Learning program-\$23220
 Field Trip-\$2560

Total- \$99,694

-We will only bill for services actually rendered.

We look forward to continuing our services at PYLUSD in whatever capacity that best fits the needs of the school. We are here to help!

**INDEPENDENT CONTRACTOR AGREEMENT WITH GAME TRUCK ORANGE COUNTY
FOR EXPANDED LEARNING SUMMER CAMPS**

Background

The Expanded Learning Division is pleased to offer a high-quality summer camp from June 16, 2025, to August 15, 2025. As part of our summer program enrichment at Brookhaven, Bryant Ranch, Glenview, Golden, Morse, Rose Drive, and Woodsboro, we have partnered with Game Truck Orange County to provide video game excitement through their Gameplex Gaming Entertainment. The game truck will bring laughter and fun to over 660 of our students. They deliver excitement with high-quality equipment, including Switch, PS5, Xbox, and ZTAG.

Each game truck is staffed by a well-trained professional gamer, accompanied by our child development teacher, and equipped with a wide range of games and equipment. We aim to provide engaging activities that spark the interest of our scholars and are committed to adding value to our summer programs at a summer camp rate second to none.

Financial Impact

Budgeted ELOP Funds, NTE: \$13,200

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Dr. George Lopez, Executive Director, Early and Expanded Learning
Brenda Hohnstein, Director, Expanded Learning

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

THIS AGREEMENT is made and entered into this 6th day of May, 2025, by and between Game Truck Orange County, hereinafter referred to as "Consultant," and the Placentia-Yorba Linda Unified School District, hereinafter referred to as "District."

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

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

Game Truck will host Gameplex events during Expanded Learning Summer Camp. Gameplex will have five video game stations indoors where

children will be able to rotate to different games. Locations are Brookhaven, Bryant Ranch, Gkenview, Golden, Morse, Rose Drive, and Woodsboro

2. The Consultant/Contractor will commence providing services under this **AGREEMENT** on June 16, 2025, and will diligently perform as required and complete performance by August 15, 2025. The Consultant/Contractor will perform said services as an independent Consultant/Contractor and not as an employee of the District. Consultant/Contractor shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.
3. The District will prepare and furnish to the Consultant/Contractor upon request such information as is reasonably necessary to the performance of this **AGREEMENT**.
4. The District shall pay the Consultant/Contractor the total amount of \$ **NTE: \$13,200** for services rendered pursuant to this **AGREEMENT**. Payment shall be made after approval of the Board, completion of service, and submission of an invoice in duplicate to the District 30 days in advance of each payment due date. Receipts for expense reimbursement are required.
5. The District may at any time for any reason terminate this **AGREEMENT** and compensate Consultant/Contractor only for services rendered to the date of the termination. Written notice by the District shall be sufficient to stop further performance of services by Consultant/Contractor. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.
6. The Consultant/Contractor agrees to and shall defend and indemnify the Placentia-Yorba Linda Unified School District, its Board, officers, agents and employees, and volunteers from every claim or demand and every liability, or loss, damage, or expense of any nature whatsoever which may be incurred by reason of the Consultant's/Contractor's performance or lack of performance pursuant to this Agreement. It is expressly understood that this obligation includes any and all costs and expenses related to defense as well as indemnification for any and all judgments or settlements. For death or bodily injury to person, injury to property, or any other loss, damage, or expense sustained, arising from, in connection with, or in any way related to the Services called for in this **AGREEMENT**, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its Board, officers, agents, employees and volunteers. The Consultant/Contractor, at Consultant's/Contractor's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its Board, Officers, agents, employees, and volunteers on any such claim, demand, loss, damage, expense (including attorney fees), cost, or liability and shall pay or satisfy any judgment that may be rendered against the District, its Board, officers, agents, employees, and volunteers in any action, suit, or other proceedings as a result thereof.
7. This **AGREEMENT** is not assignable without written consent of the parties hereto.
8. Consultant/Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances including worker's compensation.
9. Consultant/Contractor, if an employee of another public agency, certifies that consultant/contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency, for the actual time in which services are actually being performed pursuant to this **AGREEMENT**.
10. Insurance requirements are on the reverse side of this Agreement. All insurance and other documentation must be delivered to the District prior to the consultant/contractor performing services. The Consultant/Contractor shall comply with all District insurance requirements.
11. Consultant/Contractor must meet the fingerprint requirements specified in Education Code Section 45125.1, and as described on the reverse side of this form.
12. Consultant signature below is incontrovertible evidence that the terms and conditions of this Agreement have been read and agreed to.

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

CONSULTANT:

Name of Vendor: GameTruck Orange County

Is individual retired from Cal STRS: Yes ☐ No ☒

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

Signature: _____

Phone #: 949-231-8801

Fax #: _____

Date: 04/07/2025

Social Security/Tax ID 26-2012405

DISTRICT:

Placentia-Yorba Linda Unified School District

By: _____

Assistant Superintendent, Business Services

Address: 1301 E. Orangethorpe, Placentia, CA 92870

Date: _____

Approved by Board: _____

(Date)

TERMS AND CONDITIONS OF AGREEMENT

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

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

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

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

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

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

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

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

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

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 *AL*
7. The failure of District or consultant/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 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.

Diversified Opportunities Inc. dba GameTruck
OC
2781 W. MacArthur Blvd B282
Santa Ana, CA 92704-8300 USA
9492318801
joel.carlson@gametruck.com



INVOICE

BILL TO

Placentia Yorba Linda Unified
School District

INVOICE # 9737

DATE 04/07/2025

DUE DATE 08/15/2025

TERMS Net 30

DESCRIPTION	QTY	RATE	AMOUNT
Gameplex 6/16/25 Brookhaven 930-1130a	1	550.00	550.00
Gameplex 6/16/25 Golden 1-4p	1	750.00	750.00
Gameplex 6/17/25 Morse 930-1130a	1	550.00	550.00
Gameplex 6/17/25 Rose Drive 130-330p	1	550.00	550.00
Gameplex 6/18/25 Bryant Ranch 830-1130a	1	750.00	750.00
Gameplex 6/18/25 Glenview 1-4p	1	750.00	750.00
Gameplex 7/21/25 Golden 9-12p	1	750.00	750.00
Gameplex 7/21/25 Brookhaven 130-330p	1	550.00	550.00
Gameplex 7/22/25 Morse 930-1130a	1	550.00	550.00
Gameplex 7/22/25 Woodsboro 130-330p	1	550.00	550.00
Gameplex 7/23/25 Rose Dr 930-1130a	1	550.00	550.00
Gameplex 7/24/25 Bryant Ranch 830-1130a	1	750.00	750.00
Gameplex 7/24/25 Glenview 1-4p	1	750.00	750.00
Gameplex 8/11/25 Golden 9-12p	1	750.00	750.00
Gameplex 8/11/25 Brookhaven 130-330p	1	550.00	550.00

DESCRIPTION	QTY	RATE	AMOUNT
Gameplex 8/12/25 Morse 930-1130a	1	550.00	550.00
Gameplex 8/12/25 Bryant Ranch 1-4p	1	750.00	750.00
Gameplex 8/14/25 Rose Dr 930-1130a	1	550.00	550.00
Gameplex 8/14/25 Glenview 1-4p	1	750.00	750.00
Gameplex 8/15/24 Woodsboro 930-130p	1	950.00	950.00

Thanks for including us in your event! I accept ACH transfer, credit cards,
or checks can be sent to 2781 W. MacArthur Blvd, Ste B282, Santa Ana
CA, 92704

BALANCE DUE

\$13,200.00

**INDEPENDENT CONTRACTOR AGREEMENT WITH BIONERDS INC. FOR EXPANDED
LEARNING DURING SUMMER 2025**

Background

The Expanded Learning Division is dedicated to offering a high-quality and enriching summer camp experience for 660 students. As part of our ongoing efforts to provide engaging and educational opportunities, we request approval to include Bionerds, Inc. in our 2025 summer camp, scheduled to run from June 16, 2025, to August 22, 2025.

Bionerds will provide hands-on biology workshops, such as Animal Kingdom, where students learn about frogs, lizards, and insects nested in their environment. Great experience for our students attending our Expanded Learning summer camp at the following sites: Brookhaven, Bryant Ranch, Glenview, Golden, Morse, Rose Drive, and Woodsboro. These workshops will provide students with a unique opportunity to engage in close-up, personal experiences with various organisms, as well as participate in fun and educational biology experiments and activities.

The program will run for two weeks at each location, covering two topics, with each session lasting approximately 45 minutes to one hour for each class. We believe that Bionerds will offer an exciting and memorable learning experience that aligns with our mission to support both academic and personal growth during the summer months.

This partnership will significantly enhance the overall camp experience, contributing to a fun, stimulating, and educational environment for all participants.

Financial Impact

Budgeted ELOP Funds, NTE: \$28,000

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Dr. George Lopez, Executive Director, Early and Expanded Learning
Brenda Hohnstein, Director, Expanded Learning

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

THIS AGREEMENT is made and entered into this 6th day of May, 2025, by and between Bionerds, 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)

Bionerds will hold two sessions at each summer camp location for the Expanded Learning program. Each session is one hour for four days a week and is a different theme each session.

2. The Consultant/Contractor will commence providing services under this **AGREEMENT** on June 16, 2025, and will diligently perform as required and complete performance by August 15, 2025. The Consultant/Contractor will perform said services as an independent Consultant/Contractor and not as an employee of the District. Consultant/Contractor shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.
3. The District will prepare and furnish to the Consultant/Contractor upon request such information as is reasonably necessary to the performance of this **AGREEMENT**.
4. The District shall pay the Consultant/Contractor the total amount of \$ NTE: \$28,200 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: Bionerds, Inc
Is individual retired from Cal STRS: Yes ☐ No ☒
from CalPERS: Yes ☐ No ☒ If yes, date retired: N/A
Signature: 
Phone #: 949-288-1486
Fax #: _____
Date: 04/07/2025
Social Security/Tax ID 82-5306013

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 PP.

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 PP.

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 PP.
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.



Biology. Kids. Hands-on. Fun
www.BionerdsLLC.com

Event Program Quote

Bionerds, Inc | PO BOX 81004 | Rancho Santa Margarita, CA 92688
(949) 288-1486 | hello@bionerdsllc.com

CUSTOMER	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
PYLUSD	23	Forensic Science sessions	\$600.00	\$13,800.00
QUOTE NO		June 23-July 25, 2025		
QUO-10059		Pricing is for max 20 students/class. Min 9.		
DATE		\$21 plus \$9 supply fee/student/class		
4/7/2025	24	Animal Kingdom	\$600.00	\$14,400.00
ADDRESS		July 28-Aug 15, 2025		
1301 E. Orangethorpe Ave		Pricing is for max 20 students/class. Min 9.		
CITY/STATE/ZIP		\$21 plus \$9 supply fee/student/class		
Placentia, CA 92870	THIS PROPOSAL INCLUDES THE CONDITIONS NOTED: - Provide hands-on activities (45min-1hr class) - The pricing includes materials. - Due to the nature of the living organisms we are working with, the topic/materials may be subject to change due to unforeseen incidents. But NO WORRIES, the students will still have the same fun learning experiences.		SUBTOTAL	\$28,200.00
PHONE			TAX RATE	0.00%
714-986-7030			SALES TAX	
E-MAIL			OTHER	
lperez@pylUSD.org			TOTAL	\$28,200.00
PREPARED BY:				
Diana Dizon				
QUOTE EXP DATE:				
5/7/2025	NOTES: Participant will follow our guidelines listed on our waiver form (https://waiver.smartwaiver.com/w/5efb7ae4e3e87/web/) and agree to abide by its terms. Review our Refund policy at http://www.bionerdsllc.com/index.php/refund-policy . Thank you. Looking forward to offering our programs at your school!			

Sign Here to Accept Quote:

PYLUSD

Date

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 6, 2025**

**ELEMENTARY TK-6 PROFESSIONAL DEVELOPMENT TEACHER HOURS FOR THE 2025-26
SCHOOL YEAR**

Background

The Placentia-Yorba Linda Unified School District will offer elementary teachers (TK-6 grade) a wide-ranging menu of professional development opportunities for the 2025-26 school year. The content will be focused on the needs of our unduplicated students with the strategies taught throughout the year.

The 2025-26 school year professional development offerings will emphasize closing the academic achievement gap for all students with a focus on unduplicated student groups. Our teachers on special assignment (TOSAs) will collaborate with the Orange County Department of Education (OCDE) to provide training on current teaching practices and effective strategies that enhance subject matter knowledge and improve student achievement. Professional development opportunities include, but are not limited to, Reading Difficulties Screener and Intervention (OCDE), Reading Building Blocks of Literacy (OCDE), ELA Adoption from selected vendor and (OCDE), writing (Momentum in Teaching), CogAT online testing and proctor training, GATE Certification, Dual Language Academy educators dual language edition (OCDE), math bridge units (OCDE), CGI math (OCDE and UCI), science fellow facilitated professional development, and TK GLAD Science, ELA, math, PKFL, DRDP and toileting (OCDE).

All teachers will be paid \$55 per hour, with a maximum of 40 hours per week. Professional development sessions will take place in the 2025-26 school year.

Financial Impact

Educator Effectiveness, NTE: \$135,000

General Funds, NTE: \$64,000

Learning Recovery Emergency Block Grant, NTE: \$11,000

Literacy Screenings Funds, NTE: \$18,000

Supplemental Funds, NTE: \$140,000

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services

Dr. Liz Leon, Executive Director, Elementary Education

**ELEMENTARY TK-6 EDUCATORS DUAL LANGUAGE EDUCATION PROFESSIONAL
DEVELOPMENT PARTNERSHIP WITH ORANGE COUNTY DEPARTMENT OF EDUCATION
FOR THE 2025-26 SCHOOL YEAR**

Background

The Orange County Department of Education (OCDE) Multilingual Academic Services (MAS) team supports guiding principles for dual language education, the Seal of Biliteracy and Pathways to Biliteracy implementation and support, and World Languages Standards and framework for California public schools. Through this dual language education (DLE) professional development series TK-6 dual language teachers will engage in inquiry cycles that promote reflective instructional practices in dual language immersion classrooms.

Glenview Dual Language Academy teachers were provided with release days to work collaboratively to align program goals, progression, and identify content and language designation as they planned for the transition to the 90/10 program model. This training will deepen understanding of research-based practices that foster TK-6 Spanish/English biliteracy, bilingualism, and biculturalism. TK-6 dual language teachers will increase their teacher self-efficacy and the implementation of instructional best practices in dual language education, as well as their collaboration with DLE educators, in support of student outcomes and cohesive student vertical articulation. Four days of professional development will be provided, approximately once a quarter, during the 2025-26 school year.

Financial Impact

Supplemental Funds, NTE: \$7,000

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: Dr. Liz Leon

TITLE: Executive Director of Elementary Education

DISTRICT: Placentia-Yorba Linda Unified School District

ADDRESS: 1301 E. Orangethorpe Ave., Placentia CA 92870

EMAIL: eleon@pylusd.org

PHONE NUMBER: 714-985-8650

FROM: Cecilia Gonzalez-Limas

TITLE: Coordinator, Project GLAD (R) and Multilingual Academic Service

EMAIL: cgonzalez-limas@ocde.us

PHONE NUMBER: (714) 641-5422

DATE OF PROPOSAL: 03/14/2025

PURPOSE: Professional Development

AUDIENCE: Educators- Dual Language Education

ESTIMATED NUMBER OF PARTICIPANTS: 30

LCAP PRIORITIES ADDRESSED:

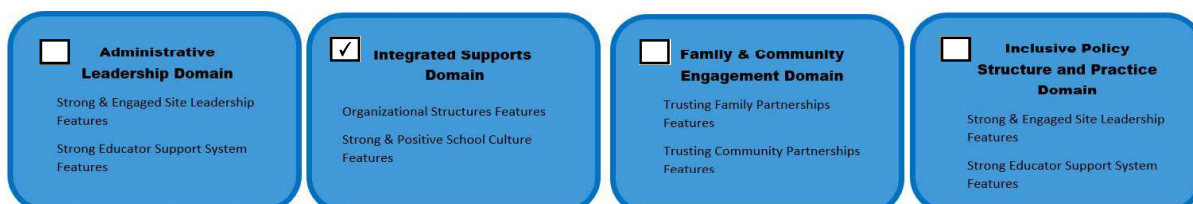
Conditions of Learning	Pupil Outcomes	Engagement
<input checked="" type="checkbox"/> Basic Services <input checked="" type="checkbox"/> Implementation of State Content Standards <input checked="" type="checkbox"/> Course Access	<input checked="" type="checkbox"/> Pupil Achievement <input checked="" type="checkbox"/> Other Pupil Outcomes	<input type="checkbox"/> Parental Involvement <input type="checkbox"/> Pupil Engagement <input checked="" type="checkbox"/> School Climate

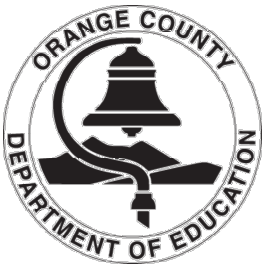
CA MTSS FRAMEWORK ADDRESSED:

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: 4

PROPOSED TRAINING DATES: 7/1/25 - 6/30/26 Dates TBD (approx. one each quarter)

LOCATION: Placentia-Yorba Linda Unified School District

GOAL(S):

Through this professional learning series, teachers will engage in inquiry cycles that promote reflective instructional practices in dual language immersion classrooms.

EXPECTED MEASUREABLE OUTCOME(S):

- Deepened understanding of research-based practices that foster TK-6 Spanish/English biliteracy, biligualism and biculturalism
- Increased teacher self-efficacy and implementation of instructional best practices in dual language education
- Increased collaboration among DLE educators in support of student outcomes and cohesive student vertical articulation

JUSTIFICATION / RESEARCH CITATION:

Improving Education for Multilingual and English Learner Students: Research to Practice (2020)
Guiding Principles of Dual Language Education (3rd Edition)
CA English Road map (2017)
CA Spanish Language Development Standards (2012)
Common Core En Español (2010)

DETAILS:

Four days of professional development will be provided approximately at each quarter of the 2025-26 school year



ORANGE COUNTY DEPARTMENT OF EDUCATION EDUCATIONAL SERVICES DIVISION SERVICE PROPOSAL

OCDE SERVICE COST STRUCTURE:

FEES	AMOUNT	QUANTITY	TOTAL
\$1500 - Full-day (Over 5+ Hrs.)	\$ 1,500	4	\$ 6,000
\$750 - Half-day (3-4 hours)	\$ 750		\$ 0
\$250 - Hourly (1-2 hours)	\$ 250		\$ 0
Additional consultant			\$ 0
Administrative fees: (Planning/Prep Time)	\$1,000	1	\$ 1,000
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 checked="" type="checkbox"/> District <input type="checkbox"/> OCDE <input type="checkbox"/> District <input type="checkbox"/> OCDE <input checked="" type="checkbox"/> District <input type="checkbox"/> OCDE <input checked="" type="checkbox"/> District <input type="checkbox"/> OCDE <input type="checkbox"/> District <input checked="" type="checkbox"/> OCDE	<input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> N/A
REFRESHMENTS: <ul style="list-style-type: none"> • Breakfast • Lunch 	<input checked="" type="checkbox"/> District <input type="checkbox"/> OCDE <input checked="" type="checkbox"/> District <input type="checkbox"/> OCDE	
ESTIMATED TOTAL:		<input type="text"/>
MISCELLANEOUS: <ul style="list-style-type: none"> • Table boxes (writing utensils, markers, etc.) • Wireless access • Mileage fees • Materials fees • Venue fees 	<input checked="" type="checkbox"/> District <input type="checkbox"/> OCDE <input checked="" type="checkbox"/> District <input type="checkbox"/> OCDE <input type="checkbox"/> District <input checked="" type="checkbox"/> OCDE <input type="checkbox"/> District <input checked="" type="checkbox"/> OCDE <input checked="" type="checkbox"/> District <input type="checkbox"/> OCDE	<input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> N/A <input type="text"/> <input type="text"/> <input type="text"/>

ESTIMATED TOTAL COST (SERVICE + MATERIALS): \$7,000.00

For Client Use:

When this proposal is accepted, OCDE will create a contract for services.

☐ PROPOSAL ACCEPTED

Authorized Signature

Date

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 6, 2025**

READING DIFFICULTIES SCREENER ADOPTION MATERIALS (GRADES K-2)

Background

California Education Code Section 53008 requires the screening of students for risk of reading difficulties, including dyslexia. LEAs must adopt a screening instrument by June 30, 2025, and students in grades K-2 are screened annually starting the 2025-26 school year.

The new screener adoption HMH Education Company, California Amira Reading Difficulties Risk Screener, has been selected from the state-adopted list. It screens for predictors of reading difficulties, including dyslexia. The screener provides the required parent/guardian communication and resources for teachers. The related resources and professional development opportunities allow teachers to be responsive to students' needs. Tutoring tasks are built into Amira in the first year to allow students to receive differentiated instruction in the five pillars of reading during independent practice.

Financial Impact

Literacy Screener Professional Development Funds, NTE: \$83,000

Administrator

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



Proposal #009324113

Prepared For

Placentia-Yorba Linda USD

Attention:

Krisa Muller

kmuller@pylUSD.org

For the Purchase of:

**CA Amira Reading Difficulties Risk Screener
Professional Development**

Prepared By

Elizabeth Hebgen

liz.hebgen@hnhco.com

Please submit this proposal with your purchase order.

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchases may be reviewed here:

<http://www.hnhco.com/common/terms-conditions>

Send **Check Payments** to:
HMH Education Company
14046 Collection Center Drive
Chicago, IL 60693

Attention:
Krisa Muller
kmuller@pylUSD.org

Send **Orders** to:
orders@hnhco.com
FAX: 800-269-5232

HMH Confidential and Proprietary

ISBN	Title		Price	Quantity	Value of All Material	Free Materials Quantity
<u>California Amira Reading Difficulties Risk Screener Professional Development Student Licenses</u>						
1902588	9798202114007	California Amira Reading Difficulties Risk Screener Professional Development Student License Digital 1 Year The Amira Risk Screener PD package includes the student resources listed below and on-demand PD to accelerate student reading mastery. On-demand PD consists of the Amira Teacher Success Pathway, which guides teachers through a series of topics on how to set up and effectively use Amira in their classroom. Teachers can access additional resources, videos, and live events in Teacher's Corner to enhance their learning throughout the year. A 2-hour live online Getting Started session and Coachly digital license are included with the purchase of 800 PD packages or more. Implementation Success Amira Dyslexia Screener Digital Student Resources 1 Year Amira Oral Reading Fluency Assessment Digital Student Resources 1 Year Amira Practice Digital Student Resources 1 Year	\$20.00	4,150	\$83,000.00	
Total for Professional Development Student Licenses			\$83,000.00			
<u>Professional Development Teacher Licenses</u>						
1902636	9798202114083	California Amira Reading Difficulties Risk Screener Professional Development Teacher License Digital 1 Year Includes: Access to Teacher's Corner Amira Dyslexia Screener Digital Teacher Resources 1 Year Amira Oral Reading Fluency Assessment Digital Teacher Resources 1 Year Amira Practice Digital Teacher Resources 1 Year	\$58.00			150
Total for Professional Development Teacher Licenses			\$0.00			
<u>Total for California Amira Reading Difficulties Risk Screener</u>			\$83,000.00			

<u>Professional Services- Amira Suite Implementation Success Plan</u>					
1780620	9780358338857 Amira Suite Getting Started Live Online 2-Hour Grades K-6 This session walks teachers through how to use Amira in their classroom to provide reading fluency assessments and tutoring to strengthen reading skills and confidence. This initial session is the first step on the way to a successful first 30 days. Additional training and support will be provided via Teacher's Corner on Ed. There, teachers will access a guided learning pathway based on their grade level and implementation timeline. A recommended sequence of live sessions and on-demand interactive media and videos will help teachers plan, teach and assess learning using their new HMH program. Note: To ensure a successful training, please schedule this session after teachers are rostered on Ed, HMH teaching and learning platform.		5		
1872618	9780358966234 Amira Leader Success Live Online 1-Hour Grades K-6		1		

Send **Check Payments** to:
HMH Education Company
14046 Collection Center Drive
Chicago, IL 60693

Attention:
Krisa Muller
kmuller@pylUSD.org

Send **Orders** to:
orders@hnhco.com
FAX: 800-269-5232

HMH Confidential and Proprietary

009324113 Sold:0000322846 Ship:0000322846

Page 2 of 4

Please submit this form with your purchase order

Proposal for Placentia-Yorba Linda USD

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
During this one-hour live online session, leaders learn about the design and resources of their HMH program. To help leaders develop a plan to guide implementation and set up teachers for a successful start, HMH Coaches share tools and best teaching and student learning practices to observe in the classroom. Leaders also preview the Teacher Success Pathways and resources on HMH Ed for ongoing support.					
Coaching					
1883292	9798202010903 Coachly Getting Started Live Online 1-Hour Grades K-12 In this initial district-scheduled session, participants will explore the Coachly experience, discuss the impact of collaboration on student and teacher growth, and develop strategies to make the most of their Coachly partnership.		1		
1866761	9780358933588 Amira Coachly Digital License 1 Year Grades K-6 Coachly provides one-on-one coaching to teachers to build their program expertise, support lesson planning, and discuss data-driven, actionable strategies to grow teacher practice. Each teacher is matched with a certified coach with whom they can schedule virtual sessions and message via the Ed platform. Coachly licenses are a one year digital subscription.	\$1,500.00			5
Total for Professional Services- Amira Suite		\$ 0.00			

Total Savings:	\$16,200.00
Subtotal Purchase Amount:	\$83,000.00
Shipping & Handling:	\$0.00
Sales Tax:	\$0.00

Total Cost of Proposal (PO Amount): \$83,000.00

Send **Check Payments** to:
HMH Education Company
14046 Collection Center Drive
Chicago, IL 60693

Attention:
Krisa Muller
kmuller@pylud.org

Send **Orders** to:
orders@hnhco.com
FAX: 800-269-5232

HMH Confidential and Proprietary

Total Cost of Proposal (PO Amount): \$83,000.00

Thank you for considering HMH as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
 - o Point of Contact for Print materials
 - o Point of Contact for Digital materials
 - o Point of Contact for Scheduling Professional Development
 - o Email address for Accounts Payable contact
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to: Placentia Yorba Linda USD 1301 E Orangethorpe Ave Placentia, CA 92870-5302	Sold to: Placentia Yorba Linda USD 1301 E Orangethorpe Ave Placentia, CA 92870-5302
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- Please provide funding start and end dates.
- Please note HMH bills products and services as they are fulfilled. You may receive multiple invoices for your order.
- HMH reserves the right to transmit documents electronically.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Destination.
- Any proposed shipping or tax amount provided on this proposal, is based on the Ship To account location quoted within.
- If the location of your delivery changes, please include the proper sales tax and shipping charges for that location in the applicable Purchase Order
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.

Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: <http://www.hmhco.com/common/terms-conditions>

Date of Proposal: 5/2/2025

Proposal Expiration Date: 6/16/2025



Send **Check Payments** to:
 HMH Education Company
 14046 Collection Center Drive
 Chicago, IL 60693

Attention:
 Krisa Muller
 kmuller@pylud.org

Send **Orders** to:
 orders@hnhco.com
 FAX: 800-269-5232

HMH Confidential and Proprietary

009324113 Sold:0000322846 Ship:0000322846

Page 4 of 4

Please submit this form with your purchase order

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 6, 2025**

**INDEPENDENT CONTRACTOR AGREEMENT WITH BOOSTER ENTERPRISES INC FOR
JOG-A-THON AT BRYANT RANCH ELEMENTARY SCHOOL**

Background

Booster Enterprises, Inc. will be hosting a Jog-a-Thon fundraiser at Bryant Ranch Elementary School on April 22, 2026. This is supported by the PTA and is a major annual fundraiser. The program includes a character education component that is inclusive to all Bryant Ranch students. Booster Enterprises, Inc. has completed the Placentia-Yorba Linda Unified School District's independent contract agreement but requires their services agreement to be signed. Booster Enterprises, Inc. service agreement must be approved and signed to participate with this vendor for the school Fun Run.

Financial Impact

Budgeted gift funds, NTE: \$3,000

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Dr. Liz Leon, Executive Director, Elementary Education
Shannon Robles, Principal, Bryant Ranch School

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

THIS AGREEMENT is made and entered into this 6th day of May, 2025, by and between _____

Booster Enterprises, 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)

Fundraising Program

2. The Consultant/Contractor will commence providing services under this **AGREEMENT** on 04/14/2026, and will diligently perform as required and complete performance by 04/22/2026. 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 \$Amount depends upon donations 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: Booster Enterprises, Inc

Is individual retired from Cal STRS: Yes ☐ No ☒

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

Signature: [Signature]

Phone #: 626 689 6233

Fax #: _____

Date: 04/09/2025

Social Security/Tax ID 56-2305120

DISTRICT:

Placentia-Yorba Linda Unified School District

By: _____

Assistant Superintendent, Business Services

Address: 1301 E. Orangethorpe, Placentia, CA 92870

Date: _____

Approved by Board: _____

(Date)

TERMS AND CONDITIONS OF AGREEMENT

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

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

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

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

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

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

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^{AH}_____.

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^{AH}_____.

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

Any amendment or modification of this Agreement shall be effective only if it is in writing and signed by the parties and approved by the Board as necessary.

District shall not be liable to consultant/contractor for any costs or expenses paid or incurred by consultant/contractor unless agreed to and approved by the District.

Consultant/contractor shall furnish, at their own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

Consultant/contractor acknowledges and agrees that it is the sole responsibility of the consultant/contractor to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state, or local tax authority. No part of consultant/contractors compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or other similar state or federal tax obligations.

All consultants/contractors who work directly with students shall complete a background check per the requirements in Education Code Section 45125.1 and certify that it will provide a drug-free workplace by performing certain specified acts mandated by Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990. Initials^{AH}_____.

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

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

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

Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

Consultant/contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

Consultant/contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the District and/or used in connection with the Agreement, shall be wholly original to Consultant/contractor and shall not be copied in whole or in part from any other sources, except that submitted to consultant/contractor by District as a basis for such services.

If consultant/contract is involved in any public works contract, as defined in California Labor Code Section 1720, where labor and material exceeds \$1,000.00, the contract shall be subject to the prevailing wage law currently in effect by order of the Director of Industrial Relations, State of California. Copies of the prevailing wage scales are available for inspection on line at the State of California, Department of Industrial Relations at www.dir.ca.gov.

The parties to the Agreement shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.

It is the policy of the Placentia-Yorba Linda Unified School District Board of Education that in connection with all work or services performed under this Agreement there will be no discrimination against any employee engaged in the work because of race, color, ancestry, sex, national origin, handicapping condition, or religious creed, and therefore the consultant/contractor agrees to comply with applicable Federal and California laws including, but not limited to, Government Code Section 12940, et seq.



Boosterthon Program Contract

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "**Agreement**") is made and entered into on the below-listed effective date by and between **BOOSTER ENTERPRISES, INC.**, a Georgia Corporation ("**Booster**"), and the below identified **Client** (the "**Client**"). Booster and Client are referred to collectively herein as the "**Parties**" or individually as a "**Party**") with the following fundraising efforts:

SCHOOL INFORMATION				
Date:	School Name: Bryant Ranch Elementary		Organization Type: PTA	
Address: 24695 Paseo De Toronto	City: Yorba Linda		State CA	Zip 92887

In consideration of the mutual covenants and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, Booster and Client, intending to be legally bound, agree as follows:

1. Engagement. The Client hereby engages Booster to organize, market and manage the Fundraiser Program described below (the "**Services**") to provide the products that are provided through the Services (the "**Products**") during the Program Term identified below (the "**Program Term**"). Booster hereby agrees to provide the Services for the benefit of the Client, all on the terms and subject to the conditions set forth herein.

[Fundraiser Description]
Booster Full Service

2. Fees. The total amount due to Booster in connection with the Boosterthon Program is determined by the two (2) separate fees, and one (1) optional fee listed below:

(a) **Service Level Fee.** Each contribution made towards the Booster Campaign will incur a fee based on the Service Level Option agreed upon below and the corresponding percentage of the total contribution made in each transaction (not including any Donor Choice as explained below; the "**Service Level Fee**"):

☐ Support Service (20 % of each contribution)

☒ Full Service (30 % of each contribution)

Initial

(b) **Platform Fee.** In addition to the Deposit and Service Level Fee, the Client shall pay to Booster a technology platform fee (the "**Platform Fee**") of **15% (fifteen percent)** for each and any online contribution associated with Client for the Boosterthon Program. The Platform Fee is designed to offset the cost of using the MyBooster.com platform technology, including, without limitation, online credit card processing fees, Booster Team Member customer support and financial advisory, routine website maintenance, and continuous improvements and innovation. Unless the opt-out below is selected, Booster may provide a Donor Choice option to every online contribution to provide donors the opportunity to increase the amount given to directly pay to Booster the Platform Fee, in whole or in part, associated with that donor's transaction. At Booster's sole discretion, Booster may automatically apply the processing fee to each transaction so that Booster is paid for the Platform Fee directly through the online transaction.

☐ We (Client) choose not to participate in the Donor Choice option

(c) **Optional Booster Event.** Refer to Services Event Rider.

Initial
AH

 X We (Client) choose to have Booster run a Booster event at the end of the Booster Program. Refer to Terms of Service for Booster Events Add on Rider for details.

3. **Date of the Boosterthon Program.** The dates and times of the scheduled Boosterthon Program (the "Program Term") shall take place on the schedule set forth below:

Boosterthon Program Schedule		
Event	Date (s)	Parties Involved
Program Kick Off	04/14/2026	Booster Team
Program Event Day	04/22/2026	Booster Team
Program Celebration Day	04/24/2026	Booster Team

4. **Terms of Service; Signature.** By signing this agreement, Client is also agreeing to the Standard Terms and Conditions (available through the hyperlink here), which are incorporated herein by reference. This Agreement, along with these incorporated terms, constitutes the entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous agreements (written or oral) with respect to such subject matter. In the event of any conflict between the incorporated terms and provisions of this Agreement, the terms of this Agreement shall govern. Client agrees that it has accessed, carefully reviewed, and fully understands this Agreement and the incorporated terms. This Agreement may be executed in counterparts, each of which shall be deemed to be an original. An electronic signature shall be equivalent to and as binding as an original signature.

[Other Terms]

Bryant Ranch has the rights to dates in April as long as the next year contract is signed by Event Day of the current year.

IN WITNESS WHEREOF, this Agreement has been executed and delivered effective on the date first above written.

BOOSTER ENTERPRISES, INC.

Signed by:

Alisha Harris

By: Alisha Harris
Name: Alisha Harris
Title: Consultant
Date: 3/21/2025

CLIENT

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

BOOSTER EVENTS

SERVICES AGREEMENT RIDER

THIS SERVICES AGREEMENT RIDER (this "**Rider**") is attached and hereby made part of the contract dated 03/21/2025 (the "**Agreement**") between **BOOSTER ENTERPRISES, INC.**, a Georgia Corporation ("**Booster**"), and Bryant Ranch Elementary, a PTA (the "**Client**") (Booster and the Client are referred to collectively herein as the "**Parties**" or individually as a "**Party**").

Add-On Event: Fun Run

Date of Event: 04/22/2026

1. **Engagement.** The Client hereby engages Booster to organize, market and manage a Boosterthon Event (the "**Services**"), and Booster hereby agrees to provide the Services for the benefit of the Client, all on the terms and subject to the conditions set forth herein. This Rider shall commence as of the full execution hereof and shall continue thereafter until the completion of the Services unless sooner terminated pursuant to the terms of this Rider. Either party may terminate this Rider, effective upon written notice to the other Party (the "Defaulting Party") if the Defaulting Party materially breaches this Agreement, and the Defaulting Party does not cure such breach within ten (10) days after receipt of written notice of such breach, or such material breach is incapable of cure. Notwithstanding anything to the contrary, Booster may terminate this Rider on written notice if Client fails to pay any amount when due hereunder and such failure continues for ten (10) days after Client's receipt of written notice of nonpayment.
2. **Obligations of Booster.** Booster shall conduct a Boosterthon Event on behalf of the Client. Booster shall include the services and materials to conduct a Boosterthon Event in accordance with Booster's customary practices and customs. Booster's sole and exclusive liability and Client's sole and exclusive remedy for Booster's breach of this Rider shall be as follows:
 - a. Booster shall use reasonable commercial efforts to promptly cure any such breach; provided, that if Booster cannot cure such breach within a reasonable time after Client's written notice of such breach, Client may, at its option, terminate the Rider by serving written notice of termination.
 - b. In the event the Rider is terminated pursuant to Section 2(a) above, Booster shall within sixty (60) days after the effective date of termination, refund to Client any fees paid by the Client as of the date of termination, less a deduction equal to the fees for receipt or use of such Services up to and including the date of termination on a pro-rated basis.
 - c. The foregoing remedy shall not be available unless Client provides written notice of such breach within thirty (30) days after delivery or provision of such Services to Client.
 - d. BOOSTER MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 2, OF THIS RIDER. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.
3. **Compensation.** The Client agrees to pay Booster an event fee in the sum of \$ 6,000. Compensation shall be paid by Client within 30 days of invoice(s) sent by Booster per a mutually agreed fee schedule in writing. In the event there is no written fee schedule, Booster will issue an invoice for 50% of the total event fee upon execution of this Rider with the remaining 50% due two weeks prior to the date of the event. Client shall be responsible for all sales, use and excise taxes,

Initial
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and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Client hereunder; and to the extent Booster is required to pay any such sales, use, excise, or other taxes or other duties or charges, Client shall reimburse Booster in connection with its payment of fees and expenses upon invoicing.

- a. **Deposit.** Within 5 business days of the execution of this Agreement, the Client shall pay to Booster a Deposit of \$0 dollars (the "Deposit"). The Client agrees that the Deposit is part of the event fee. Booster will decrement the full amount of the Deposit from the event fee set forth in Section 3 of this Agreement on the final invoice.

4. The Client's Acknowledgments, Representations and Covenants.

- a. The Client hereby acknowledges that the Boosterthon Event involves strenuous physical activity and hereby agrees that it is the sole responsibility of the Client to determine the physical condition, health, and fitness of its students and other participants in the Boosterthon Event and the safety and suitability of each student's and other participant's participation in the Boosterthon Event. The Client further acknowledges and agrees that Booster has no, and will not at any time have any, independent knowledge of, and is not responsible for investigating or determining (and will take no measure to investigate or determine) the physical condition, health, and fitness of the Client's students and other participants in the Boosterthon Event or the safety or suitability of any student's or other participant's participation in the Boosterthon Event. The Client takes full and sole responsibility for assessing the physical condition of all participants of the Boosterthon Event. Client is solely responsible for alerting students, guardians, and any other participants to the nature of the Boosterthon Event and any appropriate safety precautions.
 - b. The Client is responsible for obtaining and maintaining through the Boosterthon Event all necessary permits and permissions as may be required for such events.
5. **Mutual Indemnification.** To the extent allowed by law, the Client and Booster agree to mutually indemnify and hold the other harmless, as well as the other's board members, elected officials, and employees, from and against any and all claims and damages, brought by a third party against the other party, and/or its board members, elected officials, and employees arising from the negligence or misconduct of the indemnifying party and/or its board members, elected officials, volunteers, employees, and agents.
 6. **Acknowledgements.** Client shall be solely responsible for its acts and omissions in connection with this Rider and the Services performed hereunder, and Client covenants that it will not create liability on the part of Booster to a third party as a result of Client's actions or omissions hereunder. The Client shall maintain in full force and effect Comprehensive General Liability insurance, at its own expense, on an occurrence basis, that includes a duty to defend and provides bodily injury, property damage and contractual liability coverage with limits of at least one million dollars (\$1,000,000). Booster shall carry at all times a comprehensive general liability insurance policy at its expense with coverage limits of at least one million dollars (\$1,000,000).
 7. **Relationship of Parties.** Booster is an independent contractor, and nothing herein shall be construed to make either Party the partner, employee, joint venture or agent of the other Party. Except as set forth in this Rider, neither Party shall have the right or power to obligate or bind the other in any manner whatsoever. Except as expressly set forth otherwise herein, the Client shall not exercise direct supervision or control over Booster's day-to-day activities or over Booster's employees, agents or subcontractors. Each of Booster and the Client shall be solely responsible for its actions and the actions of its employees and agents. For the avoidance of doubt, neither Booster nor its employees, agents or subcontractors, including, without limitation, any temporary labor, shall be deemed the Client's employees, agents or subcontractors, and no such party or individual shall hold itself out as such. In no event shall the Client be responsible for providing any employee benefits to any such party or individual. Without limiting the generality of the foregoing, (a) the Client shall not withhold from any of the consideration hereunder, except when required by law, any amount for federal income taxes, social security, Medicare or any other legal deductions; and (b) the Client shall not make premium payments or contributions for any workers' compensation or unemployment compensation benefits for any employee or agent of Booster or its agents, payment of which shall be Booster's responsibility.
 8. **Limitation of Liability.** IN NO EVENT SHALL BOOSTER BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT

(INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL BOOSTER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS RIDER, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO BOOSTER PURSUANT TO THIS RIDER.

9. **Miscellaneous.** This Rider constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. The parties acknowledge and agree that if there is any conflict between the terms and conditions of this Rider and the terms and conditions of the Agreement, the terms and conditions of this Rider shall supersede and control. The terms of Sections 2(d), 4, 5, 7, 8, and 9 shall survive the termination or expiration of this Rider. This Rider is binding on and inures to the benefit of the Parties and their respective permitted successors and permitted assigns.
10. **Force Majeure.** No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Rider, for any failure or delay in fulfilling or performing any term of this Rider (except for any obligations of the Client to make payments to Service Provider hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, epidemics, pandemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Rider; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within three (3) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of ten (10) days following written notice given by it, the other Party may thereafter terminate this Rider upon ten (10) days' written notice.

IN WITNESS WHEREOF, this Services Agreement Rider has been executed and delivered effective on the date first above written.

[signatures on next page]

"Booster"

BOOSTER ENTERPRISES, INC.

By: Signed by:
Alisha Harris

Name: BB1A2FD142FD4E0...
Alisha Harris

Title: Consultant

Date: 3/21/2025

"Client"

Name of Client: Bryant Ranch Elementary,

a PTA

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 6, 2025**

INDEPENDENT CONTRACTOR AGREEMENT WITH PRISMATIC MAGIC FOR RED RIBBON WEEK AT BRYANT RANCH ELEMENTARY

Background

Prismatic Magic will be hosting an assembly for Red Ribbon Week at Bryant Ranch Elementary on October 29, 2025. The presenter of grade-level positive behavior encourages teamwork, consideration of others, and communication. Student assembly with an engaging laser light animation show for elementary students. Teaching life lessons with an emphasis on Red Ribbon Week topics. This is supported by our PTA and the program includes a character education component that is inclusive of all Bryant Ranch students.

Financial Impact

Budgeted gift funds, NTE: \$1,597

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Dr. Liz Leon, Executive Director, Elementary Education
Shannon Robles, Principal, Bryant Ranch School

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

THIS AGREEMENT is made and entered into this 6th day of May, 2025, by and between Prismatic Magic LLC, hereinafter referred to as "Consultant," and the Placentia-Yorba Linda Unified School District, hereinafter referred to as "District."

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

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

Three screenings of Bullying Prevention program at Bryant Ranch Elementary on October 29, 2025: 8:00 - 8:40 am, 9:00 - 9:40 am, and 10:30 - 11:10 am

Total fee \$1597.00.

2. The Consultant/Contractor will commence providing services under this **AGREEMENT** on 10/29/2025, and will diligently perform as required and complete performance by 10/29/2025. The Consultant/Contractor will perform said services as an independent Consultant/Contractor and not as an employee of the District. Consultant/Contractor shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.
3. The District will prepare and furnish to the Consultant/Contractor upon request such information as is reasonably necessary to the performance of this **AGREEMENT**.
4. The District shall pay the Consultant/Contractor the total amount of \$ 1597.00 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: Prismatic Magic LLC
Is individual retired from Cal STRS: Yes ☐ No ☒
from CalPERS: Yes ☐ No ☒ If yes, date retired: _____
Signature: Hope Volpe
Phone #: 866-952-7376
Fax #: 866-779-7726
Date: May 6, 2025
Social Security/Tax ID 06-1578786

DISTRICT:

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

TERMS AND CONDITIONS OF AGREEMENT

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

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

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

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

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

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

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 ^{HV}_____.

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 ^{HV}_____.

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

Any amendment or modification of this Agreement shall be effective only if it is in writing and signed by the parties and approved by the Board as necessary.

District shall not be liable to consultant/contractor for any costs or expenses paid or incurred by consultant/contractor unless agreed to and approved by the District.

Consultant/contractor shall furnish, at their own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

Consultant/contractor acknowledges and agrees that it is the sole responsibility of the consultant/contractor to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state, or local tax authority. No part of consultant/contractors compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or other similar state or federal tax obligations.

All consultants/contractors who work directly with students shall complete a background check per the requirements in Education Code Section 45125.1 and certify that it will provide a drug-free workplace by performing certain specified acts mandated by Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990. Initials ^{HV}_____.

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

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

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

Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

Consultant/contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

Consultant/contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the District and/or used in connection with the Agreement, shall be wholly original to Consultant/contractor and shall not be copied in whole or in part from any other sources, except that submitted to consultant/contractor by District as a basis for such services.

If consultant/contract is involved in any public works contract, as defined in California Labor Code Section 1720, where labor and material exceeds \$1,000.00, the contract shall be subject to the prevailing wage law currently in effect by order of the Director of Industrial Relations, State of California. Copies of the prevailing wage scales are available for inspection on line at the State of California, Department of Industrial Relations at www.dir.ca.gov.

The parties to the Agreement shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.

It is the policy of the Placentia-Yorba Linda Unified School District Board of Education that in connection with all work or services performed under this Agreement there will be no discrimination against any employee engaged in the work because of race, color, ancestry, sex, national origin, handicapping condition, or religious creed, and therefore the consultant/contractor agrees to comply with applicable Federal and California laws including, but not limited to, Government Code Section 12940, et seq.

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 6, 2025**

**LEXIA VOYAGER SPPRIS INC TO PROVIDE VIRTUAL STEP UP TO WRITING TRAINING
FOR 9-12 ENGLISH LANGUAGE ARTS TEACHERS DURING SUMMER INSTITUTE 2025**

Background

Step Up to Writing, a Lexia Voyager Sopris publisher, has updated its digital platform. During Summer Institute 2025, a refresher training will be held for 9-12 English language arts teachers. During the training, participants will learn the new digital platform with updated Teacher's 5th Edition, handouts, worksheets, graphic organizers, and references for writing instruction from the company trainer.

Financial Impact

Educator Effectiveness Grant, NTE: \$1,200

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Michael Young, Director, Secondary Education

Step Up to Writing®

*Lexia Voyager Sopris Inc.
Attn: Order Entry Department
17855 Dallas Pkwy, Suite 400
Dallas, Texas 75287
Phone: (800) 547-6747
Fax: (888) 819-7767
Email: CustomerService@voyagersopris.com

Quote Number 00168425
Created Date 4/23/2025
Expiration Date 7/31/2025

Quote To Kimberly Schultz
Phone 714-985-8606
Email kschultz@pylusd.org

Bill To Name Placentia-Yorba Linda USD
Bill To 1301 E Orangethorpe Ave
Placentia, CA 92870
US
Ship To Name Placentia-Yorba Linda USD
Ship To 1301 E Orangethorpe Ave
Placentia, CA 92870
US

Sales Executive

Christine Aledam
(619) 708-9936
christine.aledam@voyagersopris.com

Description	Product Code	Quantity	Sales Price	Total Price
Step Up to Writing Virtual Support (per hour)	335871	3.00	\$400.00	\$1,200.00
		Total Price	\$1,200.00	
		S&H	\$0.00	
		Estimated Tax	\$0.00	
		Total Due	\$1,200.00	

Comments

***As of January 13, 2022, Voyager Sopris Learning, Inc. (Tax ID # 84-0770709), changed its name to Lexia Voyager Sopris Inc. As such, all business, all contracts, and documentation associated with this quote shall be executed under the Lexia Voyager Sopris Inc. name. (Same Tax ID # 84-0770709).**

**Prices included herein are exclusive of all applicable taxes, including sales tax, VAT or other duties or levies imposed by any federal, state or local authority, which are the responsibility of customer. Any taxes shown are estimates for informational purposes only. Customer will provide documentation in support of tax-exempt status upon request. Pricing is valid for 60 days unless otherwise specified on this quote. Unless otherwise provided herein, Voyager Sopris will invoice the total fees set forth above upon receipt of customer's PO/acceptance. Payment is due net 30 days of invoice.

Step Up to Writing®

All academic school year licenses begin August 1 and end July 31 annually and all Summer subscription licenses begin May 1 and end July 31, regardless of purchase date.

- Additional Support Services purchased separately from subscription licenses/packages (e.g., webinars or additional onsite and/or virtual training hours) must be used within 12 months from the received date of the PO acceptance of the applicable quote.
- A customer-designated account administrator contact name and email address are required for all subscriptions and service orders.

Order Term

This order quote and the associated confirming purchase order or other customer confirmation of this quote serve as an agreement for this order which becomes effective upon its acceptance by both parties. Unless otherwise agreed by Voyager Sopris and customer in writing, the licenses, products, and/or services purchased pursuant to this quote will begin on or about the start date and continue in effect for the period set forth in this quote. Unless otherwise set forth in this quote or agreed to by Voyager Sopris and customer in writing: all subscription licenses under the order shall have the same start and end dates; all subscription products and services are deemed delivered upon provisioning of license availability; and all subscription licenses and associated services must be used within the subscription or service period specified herein - unused subscription licenses or services are not eligible for refund or credit. On-site training may be fulfilled with a virtual training equivalency, as needed, of up to six instructional hours per day.

Order Process

To submit an order, please fax this quote along with the applicable Purchase Order to 888-819-7767, send by email to customerservice@voyagersopris.com, or send to your sales representative's email address listed above. NOTE: Each Purchase Order must include the correct quote order number as provided on this quote, and should attach this quote.

Order Acceptance

All Voyager Sopris subscriptions, products and/or services are offered subject to Voyager Sopris' standard license and terms of use (the "License Terms"), available at: <https://www.voyagersopris.com/terms-conditions>, as supplemented by this quote, and Voyager Sopris' [K-12 processing]. By placing an order, customer confirms its acceptance of the License Terms and this quote, which together with any previously awarded proposal and/or any other associated agreement entered into by Voyager Sopris and customer regarding the subscriptions, products and services in this quote, constitute the entire agreement between customer and Voyager Sopris regarding such subscriptions, products, and services (the "Agreement"), and its authorization to Voyager Sopris' K-12 processing as described. Customer and Voyager Sopris 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 Voyager Sopris 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. Third Party Subprocessors information available at: <https://www.voyagersopris.com/subprocessors>.

Return Policy

If, for any reason, you wish to return the products you purchased, you must return them within 30 days of receipt for a full credit or refund. Returned products must be complete, with all components included with the product as originally purchased returned together and must be in salable condition. Note that if a product to be returned included any online access to subscription licenses or online resources or downloadable components, your return of the product means that you will no longer have the rights to use or access the online components, and you understand and agree that we may suspend and/or fully disable further access. To ensure proper credit or refund, please call Customer Service at 800.547.6747 for an authorization number and procedures before returning an item. Products returned after 30 days will be subject to a 15% restocking fee. Products cannot be returned after 90 days from the date of shipment. Kits, Classroom Sets, etc., must be returned. We cannot switch components or issue partial credits. If you find an error on your packing slip, or if your order was filled incorrectly, please notify

Step Up to *Writing*[®]

Customer Service within 10 business days of receipt.

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 6, 2025**

RENEW AGREEMENT WITH CENGAGE LEARNING FOR MATH SOFTWARE WEBASSIGN

Background

WebAssign is an application that our higher-level math teachers have used for the past six years to support student learning. It is a flexible and fully customizable online instructional system with a robust selection of independently developed original content for our Pre-Calculus, College Readiness Calculus, and AP Statistics math courses. This online platform empowers teachers with powerful tools, enabling them to deploy college-style assignments and instantly assess individual student performance. WebAssign offers an intelligent combination of technology, educational expertise, and problem sets, providing teachers and students with smart online tools for measured learning. This six-year agreement spans from August 2025 to July 2032.

Financial Impact

Lottery Funds, NTE: \$93,688

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Michael Young, Director, Secondary Education

Created Date 4/1/2025
Expiration Date 7/31/2025

Quote Number 00008733

Prepared By:

Lindsey Mascarenas
lindsey.mascarenas@cengage.com

Presented To:

Susan Rotkosky
srotkosky@pylud.org

Bill To:

PLACENTIA YORBA LINDA USD

Ship To:

PLACENTIA YORBA LINDA USD
1301E E ORANGETHORPE AVE
PLACENTIA, California 92870
United States

Product	ISBN	Quantity	Sales Price	Total Price
WA IAC K12AE PRECALC MATH CALC ULUS 6YR	9780357867440	625.00	USD 132.00	USD 82,500.00

Sub Total	USD 82,500.00
Total Price	USD 82,500.00
Processing Fee	USD 11,187.50
Grand Total	USD 93,687.50
Total Savings	USD 0.00

Accept Quote

Order Creation Link <https://cengageorg.my.site.com/Service/s/k12-order?orderId=00008733>

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
May 6, 2025**

APPROVE PURCHASE OF MATH AND ELA LICENSES FOR IXL

Background

IXL is a personalized learning website that helps students learn and master math skills. IXL helps students master essential skills at their own pace through fun and interactive questions, built-in support, and motivating awards. The website features videos that show tutors walking through concepts, as well as practice questions with explanations. IXL has a robust data dashboard feature that will allow teachers to have access to real-time diagnostic data, assign whole-class or small-group activities, and track student progress on their math skills.

The Placentia-Yorba Linda Unified School District piloted IXL for middle school Math Lab support classes, 6th-grade elementary math and ELA, and Algebra 1A/1B, and it has been a successful pilot. IXL is based on research on how students learn and multiple districts around the nation are using it with documented success. The cost includes 1,350 Math/ELA combination licenses, 650 individual licenses, and two virtual training sessions for teachers who will be using the software.

Financial Impact

Learning Recovery Emergency Block Grant, NTE: \$36,420

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Michael Young, Director, Secondary Education



RENEWAL QUOTE

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

QUOTE # 1402210-1
DATE: APRIL 24, 2025

TO:
William Gray
Placentia-Yorba Linda Unified School District
1301 E ORANGETHORPE AVE
PLACENTIA, CA 92870

COMMENTS OR SPECIAL INSTRUCTIONS

SALESPERSON	ACCOUNT #	RENEWAL PERIOD	QUOTE VALID UNTIL
Sarah Bourgeois	A24-6181671	August 1, 2025 - August 1, 2026	August 1, 2025

SUBSCRIPTIONS	QUANTITY	LIST UNIT PRICE	NET PRICE
IXL site license, including: Grades 6-8 Subjects: Math and ELA <i>Math/ELA 6-8</i> Grades 9-12 Subject: Math <i>Math only 9-12</i>	1350	\$18.75	\$25,312.50
	650	\$13.25	\$8,612.50
Total Price			\$33,925.00

SERVICES	QUANTITY	LIST UNIT PRICE	NET PRICE
IXL Power-up PD Package - 50-200 attendees	1	\$2,495.00	\$2,495.00
Total Price			\$2,495.00

TOTALS	
Total Subscriptions List Price	\$33,925.00
Total Services List Price	\$2,495.00

Grand Total	\$36,420.00
-------------	-------------

Ordering instructions

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, [click here](#) or go to <https://www.ixl.com/po-upload> and enter quote # 1402210-1. For international accounts, we can accept wire transfers for an additional fee.

**SALES CONTRACT**

CONTRACT #1402210-1

April 24, 2025

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

CUSTOMER

William Gray
Placentia-Yorba Linda Unified School District
1301 E ORANGETHORPE AVE
PLACENTIA, CA 92870

RENEWAL INFO

Salesperson	Account #	Quote #	Renewal period
Sarah Bourgeois	A24-6181671	1402210-1	August 1, 2025 - August 1, 2026

PAYMENT PLAN

Amount	Invoice date
\$36,420	August 15, 2025
TOTAL	\$36,420

Price valid until August 1, 2025

ACCEPTANCE OF SALES CONTRACT

This is a binding agreement of payment between IXL Learning and the Purchaser. Your signature indicates that you have received, reviewed, and accepted the attached Terms and Conditions of Sale and that you agree to pay the full license price listed above within 60 days of the invoice date. Without a signature, your order may not be processed.

Acknowledged and agreed to:

AUTHORIZED SIGNATURE**DATE**



TERMS AND CONDITIONS OF SALE

THIS IS A LEGAL DOCUMENT ("SALES CONTRACT") BETWEEN THE PURCHASER SHOWN ABOVE ("YOU") AND IXL LEARNING ("SELLER"). PLEASE READ THIS AGREEMENT CAREFULLY. YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT, AS WELL AS BY THE WEBSITE TERMS OF SERVICE, WHICH ARE INCORPORATED BY REFERENCE. NO VARIATION OF THESE TERMS AND CONDITIONS ARE BINDING ON SELLER UNLESS AGREED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF IXL LEARNING.

1. **PRICING:** The quoted purchase price of the license is valid through the "Price valid until" date on page 1. This price is not binding on IXL unless you have accepted it by sending us an executed Sales Contract by that date.
2. **PAYMENT:** If IXL decides to accept your Sales Contract, we will issue you an invoice. Complete payment of the amount of the stated purchase price is due within sixty (60) days of the invoice date. If payment is not received by the Seller within 60 days, the invoice is considered past due. IXL licenses with past due payments will be put on hold and are subject to termination. Termination does not relieve the Purchaser of the obligation to pay fees due to the Seller.

The full invoice amount must be paid either by check or by credit card. We accept Visa, MasterCard, American Express, and Discover.

All checks should be mailed to:

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

Credit card payments may be made by phone at (855) 255-8800.

Any late payment will incur interest at the rate of the lesser of 1% a month or the maximum permissible by law.

3. **CANCELLATION AND REFUND:** No cancellation will be accepted, and no refund issued, if it is more than thirty (30) days beyond the date of purchase for the license referenced in this Sales Contract. For cancellations and refunds of the license tendered under this Sales Contract to be accepted, the Seller must receive written notification of the cancellation within 30 days of purchase. Cancellations requested outside of the 30-day period will not be refunded, and the Purchaser will be responsible for completing the purchase as stated in the Sales Contract.
4. **LICENSES:** IXL grants you the right to provide access, through unique log-in IDs, to no more individuals than the quantity indicated on the first page. The terms and conditions of use for each of these individuals are governed by our website's Terms of Service. You agree to be responsible for their accounts, to monitor their use of their accounts, and to indemnify, defend, and hold us harmless for any claims arising out of or related to their use of IXL Learning's website and services. To the extent that these individuals are minors, you consent to our collection of their personal information as described in our Privacy Policy.

Classroom and Site licenses will be activated immediately upon receipt of your payment unless another date is specified or agreed to by IXL. Activation confirmation will be sent to the e-mail address provided by the school or individual completing the purchase.

If an individual who has an IXL account through a Classroom or Site license purchased by you is no longer affiliated with you, you may request that we deactivate the individual's account, or no longer associate it with your license, so that that license can be reassigned to another individual associated with your institution.

If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of Children's Online Privacy Protection Act ("COPPA") compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.

5. **PRIVACY:** If you are a school, district, or teacher, you acknowledge and agree that you are responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the website and services and you represent and warrant that you have obtained that consent. When obtaining consent, you must provide parents and guardians with our Privacy Policy. You are to keep all consents on file and provide them to us if we request them.
6. **DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:**
 - a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS. IXL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.
 - b. IXL MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY,

SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.

c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IXL OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

Some states do not allow certain limitations on warranties, so certain of the above limitations may not apply to you.

7. **LIMITATION OF LIABILITY:** YOU EXPRESSLY UNDERSTAND AND AGREE THAT IXL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES RESULTING FROM THE USE OR INABILITY TO USE THIS SERVICE. IN ALL INSTANCES, DAMAGES SHALL BE CAPPED AT ONE MONTH'S FEES.
8. **SEVERABILITY:** If any provision of this agreement is deemed invalid, illegal, or unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions of this Sales Contract, which shall remain in full force and effect.
9. **ARBITRATION:** You agree that any dispute or claim you may have against IXL arising out of or related to this Sales Contract or the use of Services must be submitted to arbitration, before a single arbitrator appointed by JAMS/Endispute and conducted according to their rules in San Francisco, CA, USA, and that the determination of any such arbitrator shall be binding. The courts located in San Francisco, CA, USA, have exclusive jurisdiction over any judicial proceedings related to this agreement, and you waive any claim that such a court is an improper venue, inconvenient, or lacks jurisdiction over you.
10. **GOVERNING LAW:** The Sales Contract and the relationship between you and IXL are governed by the laws of the State of California without regard to conflict of law provisions.
11. **ENTIRE AGREEMENT:** This Sales Contract, which incorporates the Terms of Service by reference, is the final expression of the agreement between Purchaser and Seller and supersedes all prior representations, understandings, and agreements between the Purchaser and Seller relating to its subject matter. This Sales Contract cannot be modified, amended, or changed except in writing and signed by IXL.

Please contact IXL Learning with any questions regarding this sales contract:
Toll-free (855) 255-8800 | Direct (650) 372-4300 | E-mail orders@ixl.com
Completed sales contracts should be emailed to your sales consultant.

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 6, 2025**

MOU WITH OCDE FOR THE SECONDARY MATH PILOT COMMITTEE

Background

At the end of May, the Secondary Math Steering Committee will select pilot publishers, and a pilot committee will be assembled this summer to be trained by the publishers following a pilot in the fall. We will utilize our Math Leads Series: Vision Driven Math Textbook Adoption grant in order to partner with OCDE to help collect data on the proposed materials as well as to provide guidance and resources to successfully run a curriculum pilot. A curriculum recommendation will be brought forward to the Board of Education at the end of the 2025-26 school year. This contract is for OCDE to create and facilitate several pilot meetings for the middle school teachers on the pilot process.

Financial Impact

No cost to the district

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Michael Young, Director, Secondary Education

Memorandum of Understanding (MOU)
Between
Orange County Superintendent of Schools
And
Placentia-Yorba Linda Unified School District

This Memorandum of Understanding is entered by and between the Orange County Superintendent of Schools (herein referred to as SUPERINTENDENT) and the Placentia-Yorba Linda Unified School District

(herein referred to as DISTRICT), to provide the 2024-25 Orange County Math Leads Series: Vision Driven Math Textbook Adoption program (herein referred to as the PROGRAM).

WHEREAS, the SUPERINTENDENT has received grant funds from The Bill & Melinda Gates Foundation, to offer Vision Driven Adoption (VDA); and

WHEREAS, It is the Intention of the Parties to participate in the PROGRAM for the purpose of supporting DISTRICT efforts toward developing a robust adoption process for high-quality mathematics materials. Allowable expenses may include but are not limited to, teacher release time, professional learning opportunities, team retreats, and the purchase of necessary materials.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the Parties hereto agree as follows:

1. PROJECT OVERVIEW

The OC Math Leads Series, facilitated by the SUPERINTENDENT, focuses on Vision Driven Math Textbook Adoption for the 2024-25 school year. This series provides district leadership teams with opportunities to collaboratively explore strategies for adopting high-quality mathematics instructional materials and aligning professional learning (PL) to foster equitable mathematics instruction.

2. DESIRED OUTCOMES

The primary outcome of this series is to support district leaders in adopting high-quality mathematics instructional materials and implementing aligned professional learning. DISTRICT teams will engage in a series of collaborative sessions to:

- Develop and share a vision for equitable mathematics instruction.
- Create a comprehensive plan to adopt high-quality mathematics materials, involving students, families, communities, and securing teacher buy-in.
- Design a professional learning plan aligned with the adoption of new curricular materials.

3. RESPONSIBILITIES - DISTRICT

To receive a \$10,000 stipend, participating districts must commit to the following responsibilities:

1. **Team Engagement:** Ensure consistent participation by the same team members in at least 8 of the 10 scheduled sessions; district lead with decision-making authority participate in the minimum of 3 executive sessions (January 23, March 6, May 22, 2025)
2. **Evidence of Progress:**

- Share progress towards drafting a vision for equitable mathematics instruction.
- Provide evidence of steps taken toward developing a plan for adopting high-quality mathematics materials, including engagement with students, families, and communities, and efforts to foster teacher buy-in.
- Present a draft professional learning plan that aligns with the adopted curricular materials.

3. Team Composition: Form a district team comprising:

- One district lead with decision-making authority (e.g., Director, Assistant Superintendent, Superintendent).
- Instructional specialists/coaches/TOSAs.
- 1-2 teacher leads or department chairs/representatives.
- Optional members may include a Principal, Assistant Principal, or Parent Group representative.

4. RESPONSIBILITIES - SUPERINTENDENT

SUPERINTENDENT will provide the following support to participating districts:

1. Facilitation and Resources:

- Host ten 3-hour collaborative sessions designed to promote shared learning, ideation, and the development of actionable plans.
- Offer 10 hours of one-on-one consultation time for each district team to support their specific needs and goals.

2. Partnerships and Expertise:

- Leverage partnerships with organizations such as EdReports, Student Achievement Partners, Stanford's Dr. Jack Dieckmann, and ConnectED's Dr. Vinci Daro to inform and enhance the series content.

3. Alignment and Support:

- Ensure all professional learning activities align with the California Common Core Standards and the 2023 Mathematics Framework.
- Create a supportive and collaborative environment that respects and builds on the diverse perspectives of participants.

5. TOTAL COMPENSATION

The Maximum Payment Obligation of SUPERINTENDENT to DISTRICT under this MOU is Ten thousand dollars (\$10,000.00). Payment shall be based on fifty percent (50%) in advance and progress payment of fifty (50%). Payment shall not exceed the amount listed above.

6. PAYMENT AND INVOICING

- A. SUPERINTENDENT under the terms of this MOU, shall pay DISTRICT an advance payment of fifty (50%) and a final payment of fifty percent (50%), based on the maximum payment obligation identified in Section 6.0 Total Compensation of this MOU for providing the services and activities hereunder identified; provided, however, the total such payments does not exceed DISTRICT's maximum obligation; and provided further, DISTRICT's costs shall be reimbursable pursuant to State and Federal Regulations. DISTRICT shall be responsible for all other expenses incurred in connection with the performance of this MOU. Payment to DISTRICT should be released by SUPERINTENDENT no later than thirty (30) calendar days after receipt of signed MOU, and DISTRICT's invoice.

DISTRICT shall submit invoices for payment to:

Joyce Beynon
Email: jbeynon@ocde.us
Telephone: (714) 966-4353

B. DISTRICT's billings shall be submitted on DISTRICT's invoice in duplicate. DISTRICT shall submit invoice by the following due dates:

1. For the period commencing September 5, 2024 and ending January 23, 2025
Due by January 31, 2025
2. For the period commencing January 24, 2025 and ending June 20, 2025
Due by June 27, 2025

7. REPORTING REQUIREMENTS

DISTRICT shall submit to SUPERINTENDENT reports as request by SUPERINTENDENT concerning DISTRICT's progress as they affect the services hereunder. Reports shall be submitted in a time manner. DISTRICT must complete the Vision Driven Adoption (VDA) Grant Portfolio via Google link provided by SUPERINTENDENT, as described in Exhibit "A", which is attached hereto and incorporated by reference herein.

8. TERM

- A. This MOU shall commence on August 21, 2024, and end on June 30, 2025, subject to termination as forth in this MOU.
- B. Either Party may terminate this MOU without penalty immediately with cause or after thirty (30) days prior written notice to the other party without cause. Notice shall be deemed given when received by the other Party or no later than three (3) days after the day of mailing, whichever is sooner.
- C. Entire MOU/Amendment This MOU and the exhibits attached hereto constitute the entire agreement among the Parties to it and supersede 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 MOU.

9. SEVERABILITY If any term, condition or provision of this MOU 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.

10. INSURANCE AND LIABILITY

- A. DISTRICT shall name SUPERINTENDENT and SUPERINTENDENT shall name DISTRICT by endorsement as an additional insured under its respective policy(s). Further, the Certificate of Insurance shall provide that insurance may not be canceled, non-renewed, or the subject of material change in coverage or available limits of coverage, except pm thirty (30) days prior written notice. SUPERINTENDENT must also provide proof professional liability insurance coverage.

Such insurance shall be with an insurance company admitted by the Insurance Commissioner of the State of California to transact such insurance in the State of California or comparable program of self-insurance. Minimum coverages shall be as follows:

- a) General Liability Insurance for injuries including accidental death, to any one person in an amount not less than \$1,000,000.00 per occurrence.
 - b) Subject to the same limit for each person on account of one accident, in an amount not less than \$1,000,000.00.
 - c) Comprehensive Automobile Liability Insurance is not necessary as there will be no transportation of the students off the school facility.
 - d) Statutory Workers' Compensation Insurance in accordance with sections 3700 and 3800 of the Labor Code of the State of California.
 - e) An endorsement to said policy(s) SUPERINTENDENT, DISTRICT and its officers, agents and employees as additional insured while rendering services under this Memorandum of Understanding.
 - f) A thirty (30) day written notice to DISTRICT of cancellation or reduction in coverage, ten (10) days' notice if cancellation is due to nonpayment of premium.
 - g) Sexual Abuse or Molestation Insurance in an amount not less than \$1,000,000.00 per wrongful act.
- B. DISTRICT agrees to defend, hold harmless, and indemnify SUPERINTENDENT, the Orange County Board of Education, and its directors, officers, employees, and agents against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including any direct, indirect or consequential loss, liability, damage, claim, cost, charge, demand, or expense, including without limitation, attorney fees) for injury or death to persons, including employees or other agents of SUPERINTENDENT, and damage to property including property of DISTRICT, caused by the negligent acts or omissions of DISTRICT in the performance of the Agreement. DISTRICT's duty to indemnify SUPERINTENDENT under this Agreement shall not extend to loss, liability, damage, claim, cost, charge, demand, or expense resulting from SUPERINTENDENT's negligence or willful misconduct.
- C. SUPERINTENDENT agrees to defend, hold harmless, and indemnify DISTRICT, and its directors, officers, employees, and agents against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including any direct, indirect or consequential loss, liability, damage, claim, cost, charge, demand, or expense, including without limitation, attorney fees) for injury or death to persons, including employees or other agents of DISTRICT, and damage to property including property of SUPERINTENDENT, caused by the negligent acts or omissions of SUPERINTENDENT in the performance of the Agreement. SUPERINTENDENT's duty to indemnify DISTRICT under this Agreement shall not extend to loss, liability, damage, claim, cost, charge, demand, or expense resulting from SUPERINTENDENT's negligence or willful misconduct.
- D. SUPERINTENDENT acknowledges that it has received, read and is familiar with Education Code Section 45122.1. §45125.1.
- E. SUPERINTENDENT volunteers performing services under this Agreement is in compliance with the provisions of Education Code Section 45122.1 regarding the submission of and the completion of a criminal background investigation. SUPERINTENDENT and volunteers have not been convicted of a felony as defined in Education Code §45125.1. I certify that if SUPERINTENDENT and any volunteers becomes aware of future convictions defined by Education Code Section 45122 of individuals providing services to DISTRICT at a school site, the SUPERINTENDENT will not permit that individual to provide services to DISTRICT students after the date the SUPERINTENDENT was informed of the infraction.

11. NONDISCRIMINATION

The Parties agree that they 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.

12. ATTORNEY FEES

In any action or proceeding to enforce or interpret any provision of this MOU, each Party shall bear its own attorney fees, costs, and expenses.

13. INDEPENDENT CONTRACTOR

SUPERINTENDENT, in the performance of this MOU, shall be and act as an independent contractor. SUPERINTENDENT understands and agrees that he/she and all of his/her 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 Worker's Compensation. SUPERINTENDENT assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this MOU. SUPERINTENDENT 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 SUPERINTENDENT's employees.

14. NOTICE

Any and all notices or demands to be given under this MOU 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 (3rd) 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 MOU, the addresses of the Parties are as follows :

DISTRICT:

Placentia-Yorba Linda Unified School Dist.

1301 East Orangethorpe Avenue

Placentia, California 92780

Attn: _____

SUPERINTENDENT:

Orange County Superintendent of Schools

200 Kalmus Drive, P.O. Box 9050

Costa Mesa, CA 92628

Attn: Patricia McCaughey

15. 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.

16. AUTHORIZED SIGNATURES

The individuals signing this MOU warrant that they are authorized to do so, and further, that they are authorized to make the promises in this MOU on behalf of the respective Parties. The Parties understand and agree that a breach of this warranty shall constitute a breach of the MOU and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

17. ENTIRE MOU/AMENDMENT

This MOU constitute the entire agreement among the Parties to it and supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by written amendment executed by both Parties to the MOU.

IN WITNESS WHEREOF, the Parties hereto have approved and executed this MOU, in Orange County, State of California.

PLACENTIA-YORBA LINDA UNIFIED
SCHOOL DISTRICT

By: _____

Deany Stine, Asst. Super, CBO

Date: 12-4-24

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

By: _____

Patricia McCaughey
Patricia McCaughey, Director

Date: December 2, 2024

PYLUSD- Bill & Melinda Gates Foundation Grant – MOU -VDM (10006579)
Zip 6

AGREEMENT WITH AVID FOR THE 2025 AVID SUMMER BRIDGE ALGEBRA READINESS PROGRAM TO BE HELD AT VALENCIA HIGH SCHOOL

Background

The AVID Summer Bridge Algebra Readiness program enhances students' understanding of fundamental math and algebraic concepts, providing a solid foundation for success in Algebra 1. It will be used as additional instruction and enrichment for students before 9th-grade Algebra 1. The content focus areas include measurement (Pythagorean Theorem, surface area, volume), rational numbers (squares, square roots, negative numbers), solving algebraic equations, linear equations, transformations, multiple representations of functions, geometric figures, and coordinate graphing. The interactive lessons and collaborative activities also incorporate strategies that provide support for English language learners.

The AVID Algebra Readiness curriculum is aligned with the California Math Standards. The AVID Algebra Readiness Bridge will be implemented for incoming 9th-grade students who nearly qualified for Algebra 1 and would otherwise be placed into Algebra 1A.

Financial Impact

A-G Completion Improvement Grant, NTE: \$3,880

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Dr. Will Gray, Executive Director, College and Career Readiness

AVID Center



Products and Services Quote/Order

Quote/Order #: Q-90848
Client: Placentia-Yorba Linda Unified School
District
Address: 1301 E. Orangethorpe Avenue
Placentia, CA 92870

AVID Center Representative: Saba Danford
Phone: (858) 380-4772
Email: sdanford@avid.org

Effective Date: June 01, 2025

Expiration Date: May 31, 2026

District Products				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
2	Summer Bridge Algebra Readiness Teacher Set	\$99.00	\$0.00	\$198.00
1	Shipping & Handling Percent	\$19.80	\$0.00	\$19.80
2	Summer Bridge Algebra Readiness Student Interactive Notebook	\$25.00	\$50.00	\$0.00
1	Shipping & Handling Percent	\$5.00	\$5.00	\$0.00
7	Set of 10 Summer Bridge Algebra Readiness Student Interactive Notebooks	\$199.00	\$0.00	\$1,393.00
1	Shipping & Handling Percent	\$139.30	\$0.00	\$139.30
1	Summer Bridge: Algebra Readiness	\$4,150.00	\$2,075.00	\$2,075.00
2	Summer Bridge Algebra Readiness Student Interactive Notebook	\$25.00	\$0.00	\$50.00
1	Shipping & Handling Percent	\$5.00	\$0.00	\$5.00
District Products SUBTOTAL:				\$3,880.10

TOTAL: \$3,880.10

plus all applicable taxes

Additional Comments:

Client will be granted access to the online Summer Bridge materials once this Agreement is fully-executed. Any print materials indicated on this Quote/Order will be shipped once this Agreement is fully-executed AND payment (PO, Credit Card, Check) is received.

This AVID Center Products and Services Quote/Order is a Subsequent Quote/Order as defined in the General Terms and Conditions previously agreed to by AVID Center and the “Client” identified above (“Ts&Cs”). This Quote/Order and any exhibits or attachments hereto, together with the Ts&Cs (including the definitions of terms set forth at <https://www.avid.org/Page/3290> or another location on AVID Center’s website designated by AVID Center), supersedes all previous Quote/Orders and constitutes a binding agreement between AVID Center and Client with respect to the AVID Products and Services specified above. Certain AVID Products and Services may be cancelled by Client as set forth in AVID Center’s Rest Assured Policy at <https://www.avid.org/rest-assured-policy>.

AVID Center is committed to assisting Client with a successful implementation. Additional information regarding professional learning registrations is listed below:

- Newly implementing AVID sites are best supported by a core site team of educators – at least 8 for AVID Secondary or 4 for AVID Elementary. In the initial year of implementation, Client agrees to enroll participants into AVID Summer Institute (“SI”) equal to the minimum core site team described herein, unless AVID Center agrees otherwise on this Quote/Order. If other professional learning events are taken instead of SI, prices will be adjusted accordingly upon completion of the training event.
- For each existing site in year 2 and beyond of AVID implementation, Client agrees to enroll one (1) participant into AVID Ignite, unless Client notifies otherwise. If a participant is not enrolled or a registrant does not attend, Client will receive a voucher to be used for AVID Ignite in the following summer after payment has been received.

Client will be invoiced for the greater of the number of participants from a site registered for the event or committed to on this Quote/Order. No payment is due at the time of execution of this Quote/Order, notwithstanding anything to the contrary in the General Terms and Conditions. At the time of invoicing, AVID Center will verify registration fees for each site listed on this Quote/Order and any registrations which have been previously paid will be removed from the invoice. Payment will be due within thirty (30) days following receipt of AVID Center’s invoice related to this Quote/Order. Each party has caused this Quote/Order to be signed by its duly authorized representative. The terms of this Quote/Order will control in the event of a conflict with any terms or conditions set forth in any purchase order or other document or communication from Client and any such terms and conditions are hereby rejected by AVID Center and of no effect.

AVID Center,
a California Non-Profit Corporation 501(c)(3)

Placentia-Yorba Linda Unified School District

Sign:	_____	Sign:	_____
Print		Print	
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____
Email:	<u>contracts@avid.org</u>	Email:	_____

AVID Center
9797 Aero Drive, Suite 100
San Diego, CA 92123
Employer ID # 33-0522594

PRODUCT AND SERVICES AGREEMENT WITH AVID FOR AVID EXCEL SUMMER BRIDGE IMPLEMENTATION

Background

The Placentia-Yorba Linda Unified School District is implementing the AVID Excel System at Kraemer Middle School, Tuffree Middle School, and Valadez Middle School Academy. The AVID Excel College Readiness System is a college and career readiness system for long-term English learners (LTELs). AVID Excel addresses the gaps these students experience in their academic preparation and changes the trajectory by accelerating language acquisition, developing academic literacy, and placing the AVID Excel student on a path to high school AVID and college-preparatory coursework.

The AVID Excel curriculum is aligned to the California Content Standards, and the purpose of the Excel program is to close the achievement gap. Placentia-Yorba Linda Unified School District must approve the contract to participate in this collaboration with the AVID Excel system during the summer program.

Financial Impact

Supplemental Funds, NTE: \$10,200

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

AVID Center



Products and Services Quote/Order

Quote/Order #: Q-90847
Client: Placentia-Yorba Linda Unified School District
Address: 1301 E. Orangethorpe Avenue
Placentia, CA 92870

AVID Center Representative: Saba Danford
Phone: (858) 380-4772
Email: sdanford@avid.org

Effective Date: July 01, 2025

Expiration Date: June 30, 2026

Tuffree Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID EXCEL Benefit Package	\$1,125.00	\$0.00	\$1,125.00
6	AVID Excel - Summer Institute	\$1,150.00	\$600.00	\$6,300.00
1	Excel Starter Package	\$525.00	\$0.00	\$525.00
1	Welcome Kit - Excel	\$0.00	\$0.00	\$0.00
Tuffree Middle School SUBTOTAL:				\$7,950.00

Kraemer Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID EXCEL Benefit Package	\$1,125.00	\$0.00	\$1,125.00
Kraemer Middle School SUBTOTAL:				\$1,125.00

Valadez Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID EXCEL Benefit Package	\$1,125.00	\$0.00	\$1,125.00
Valadez Middle School SUBTOTAL:				\$1,125.00

TOTAL: \$10,200.00

plus all applicable taxes

Additional Comments:

N/A

Quote/Order
2025 - 2026 Placentia-Yorba Linda Unified School District Drafted: 04/02/2025

This AVID Center Products and Services Quote/Order is a Subsequent Quote/Order as defined in the General Terms and Conditions previously agreed to by AVID Center and the “Client” identified above (“Ts&Cs”). This Quote/Order and any exhibits or attachments hereto, together with the Ts&Cs (including the definitions of terms set forth at <https://www.avid.org/Page/3290> or another location on AVID Center’s website designated by AVID Center), supersedes all previous Quote/Orders and constitutes a binding agreement between AVID Center and Client with respect to the AVID Products and Services specified above. Certain AVID Products and Services may be cancelled by Client as set forth in AVID Center’s Rest Assured Policy at <https://www.avid.org/rest-assured-policy>.

AVID Center is committed to assisting Client with a successful implementation. Additional information regarding professional learning registrations is listed below:

- Newly implementing AVID sites are best supported by a core site team of educators – at least 8 for AVID Secondary or 4 for AVID Elementary. In the initial year of implementation, Client agrees to enroll participants into AVID Summer Institute (“SI”) equal to the minimum core site team described herein, unless AVID Center agrees otherwise on this Quote/Order. If other professional learning events are taken instead of SI, prices will be adjusted accordingly upon completion of the training event.
- For each existing site in year 2 and beyond of AVID implementation, Client agrees to enroll one (1) participant into AVID Ignite, unless Client notifies otherwise. If a participant is not enrolled or a registrant does not attend, Client will receive a voucher to be used for AVID Ignite in the following summer after payment has been received.

Client will be invoiced for the greater of the number of participants from a site registered for the event or committed to on this Quote/Order. No payment is due at the time of execution of this Quote/Order, notwithstanding anything to the contrary in the General Terms and Conditions. At the time of invoicing, AVID Center will verify registration fees for each site listed on this Quote/Order and any registrations which have been previously paid will be removed from the invoice. Payment will be due within thirty (30) days following receipt of AVID Center’s invoice related to this Quote/Order. Each party has caused this Quote/Order to be signed by its duly authorized representative. The terms of this Quote/Order will control in the event of a conflict with any terms or conditions set forth in any purchase order or other document or communication from Client and any such terms and conditions are hereby rejected by AVID Center and of no effect.

AVID Center,
a California Non-Profit Corporation 501(c)(3)

Placentia-Yorba Linda Unified School District

Sign:	_____	Sign:	_____
Print		Print	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____
Email:	<u>contracts@avid.org</u>	Email:	_____

AVID Center
9797 Aero Drive, Suite 100
San Diego, CA 92123
Employer ID # 33-0522594

APPROVE GRANT SUB-AGREEMENT BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT AND PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT FOR THE K12 STRONG WORKFORCE PROGRAM ROUND 7 GRANT AWARD

Background

The Rancho Santiago Community College District serves as the fiscal agent for the K12 Strong Workforce Program for Orange County to support initiatives that will support career readiness. Round 7 initiatives have an expenditure timeline of January 2025 to June 2027 and are limited to serving secondary students. The district has been selected to receive funds for its "Computer Science Continuum" proposal that will be used to expand career awareness and exposure to the information and communication technology sector, giving more accessibility to career preparation for this high-wage, high-demand field.

The scope of work for this grant includes funding for: supplies, materials, and collaboration/awareness events to create a feeder pattern to increase the number of unduplicated pupils matriculating to ValTech; training for teachers and purchasing of equipment for C-STEM Algebra as needed based on student course requests; and funding for teachers to receive training on artificial intelligence, with the exact format and topics to be determined.

Financial Impact

Income to the district, NTE: \$677,500

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Dr. Will Gray, Executive Director, College and Career Readiness

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 24th of February 2025, between Rancho Santiago Community College District (hereinafter “RSCCD”) and **Placentia-Yorba Linda Unified School District** (hereinafter “SUBCONTRACTOR”). RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the K12 Strong Workforce Program for Orange County, (hereinafter “Grant”) from the California Community Colleges Chancellor’s Office, Workforce and Economic Development Division (hereinafter “Prime Sponsor”), to sub-grant and contract with Local Educational Agencies to implement career education, K-12 to community college pathway improvement projects that connect to in-demand, high-wage occupations in the region; and

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, SUBCONTRACTOR has agreed to participate in the purpose of the Grant according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I

1. Statement of Work

SUBCONTRACTOR agrees to perform the work in the Scope of Work (*Exhibit A*) approved by the PRIME SPONSOR, which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. Period of Performance

The period of performance for this Agreement shall be from January 1, 2025 through June 30, 2027.

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$677,500 USD.

4. Budget

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A*) submitted by the SUBCONTRACTOR and approved by the PRIME SPONSOR and/or RSCCD, as appropriate, which by reference is

incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as the total dollar amount is not affected and the outcomes of the Agreement will not be materially affected.

5. Payment and Invoicing

Payment to the SUBCONTRACTOR shall be based on an advance payment of 70% (seventy percent) after the Agreement is fully executed, up to 20% (twenty percent) in progress payment upon submission of an invoice and accompanying documentation as required by the Regional Consortium and completion of all reports due at the time the invoice is submitted. The final 10% (ten percent) payment is contingent upon successful performance of the work, as approved by the PRIME SPONSOR. Payment shall not exceed the amount listed above under Article I.3. "Total Costs".

SUBCONTRACTOR must electronically submit invoices for payment to the RSCCD Fiscal Agent Office in-box at FA_K12K14@rsccd.edu. The e-mail subject line of the invoice should be as follows: "Invoice Enclosed – LEA Acronym/SWP K12 PIF/Sub-Agreement #".

Refer to the Invoice Form and Instructions (Exhibit B) for guidance on how to complete and submit invoices. (NOTE: an electronic version of the invoice form will be provided to the SUBCONTRACTOR).

6. Reporting

SUBCONTRACTOR will provide reports as requested or required by the PRIME SPONSOR, in a timely manner. The PRIME SPONSOR and/or RSCCD will provide guidance and instructions on reporting to the SUBCONTRACTOR.

K12 Strong Workforce Program funding is project based with project submissions and reporting expenditures in NOVA. The SUBCONTRACTOR agrees to adhere to the reporting frequency as identified in Exhibit D: K12 Strong Workforce Program RFA-Appendix A: Grantee Requirements and Guidelines, p.31-32. Periodic fiscal and narrative progress reports of project progress may be requested by Rancho Santiago Community College District at any time.

SUBCONTRACTOR shall prepare and submit outcomes data as required by the legislation, Education Code §88828 (d)(8), and as referenced in Exhibit D: K12 Strong Workforce Program RFA –Appendix A: Grantee Requirements and Guidelines, p. 31. As per the legislation, failure to provide this data may result in termination of the grant.

7. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or dis-allowment of Grant funds.

8. Modifications

SUBCONTRACTOR may make changes to any budget categories up to 10% (ten percent) of the total award amount per line item without the approval of RSCCD so long as budget

categories are not added or deleted, the total dollar amount of the Agreement is not affected, and the outcomes of the Agreement will not be materially affected. SUBCONTRACTOR may add or delete budget categories subject to the prior approval of RSCCD.

If the SUBCONTRACTOR wishes to make substantial changes to the scope of work, then a revised scope of work that describes the requested changes and their impact to the budget and outcomes must be submitted to RSCCD and approved by the PRIME SPONSOR. Substantial changes are those that would represent a significant deviation from the approved scope of work and would lead to different outcomes or fall outside of the generally understood purpose of the use of the funds. Changes in methods of implementation (i.e., the means by which the approved scope of work is implemented) or movement between budget line items would not be considered substantial changes, and would not require prior approval.

9. Time Extensions

SUBCONTRACTOR must spend all of the funds allocated through this Agreement within the timeframe of the Agreement.

10. Independent Contractor

SUBCONTRACTOR agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of RSCCD, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

11. Subcontract Assignment

Unless specifically noted in the Scope of Work (*Exhibit A*), none of the duties of, or work to be performed by, SUBCONTRACTOR under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written approval by the PRIME SPONSOR. No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement. SUBCONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state guidelines. Upon request, SUBCONTRACTOR shall submit to RSCCD copies of all subcontracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval that relate to this Agreement.

12. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

13. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits,

any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

14. Mutual Indemnification

Both Parties to this Agreement shall agree to defend, indemnify, and hold harmless the other Party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying Party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused by the sole negligence or the willful misconduct of the non-indemnifying party or any of its agents or employees.

15. Termination

Either Party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other Party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of RSCCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of SUBCONTRACTOR expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the RSCCD Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, RSCCD shall provide SUBCONTRACTOR with written notification of such determination, and RSCCD will reimburse SUBCONTRACTOR for costs incurred up to the termination date.

16. Disputes

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by the PRIME SPONSOR. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to RSCCD and SUBCONTRACTOR. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, PRIME SPONSOR receives from RSCCD or SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, RSCCD and SUBCONTRACTOR shall act in accordance with the written decision of the PRIME SPONSOR. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR,

whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

17. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be via email or deposited in the United States Mail addressed as follows:

RSCCD: Primary Contact:

Rancho Santiago Community College District
Sarah Santoyo, Assistant Vice Chancellor, Educational Services
2323 N. Broadway, Suite 201
Santa Ana, CA 92706
(714) 480-7466; Santoyo_Sarah@rsccd.edu

Fiscal Representative:

Rancho Santiago Community College District
Iris I. Ingram, Vice Chancellor, Business Services
2323 North Broadway, Ste. 404-1
Santa Ana, CA 92706
(714) 480-7340, Ingram_Iris@rsccd.edu

SUBCONTRACTOR:

Primary Contact:

Name: _____
Title: _____
Address: _____

Phone: _____
Email: _____

Fiscal Representative:

Name: _____
Title: _____
Address: _____

Phone: _____
Email: _____

18. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

19. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

ARTICLE II

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Education Code Title 3, Division 7, Part 54.5 Strong Workforce Program Section 88827-88833) as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

2. Assurances


By signing this Agreement the Parties certify that they comply with the legal requirements regarding Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, the Nondiscrimination Clause, Accessibility for Persons with Disabilities, and Drug-Free Workplace Certification.

This Agreement represents the entire understanding between RSCCD and SUBCONTRACTOR with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: *Placentia-Yorba
Linda Unified School District*

By: 
Name: Iris I. Ingram
Vice Chancellor
Title: Business Services
Date: Apr 3, 2025
Board Approval Date: February 24, 2025

By: _____
Name: _____

Title: _____
Date: _____

Employer/Taxpayer Identification Number (EIN)

List of Exhibits

- Exhibit A: Scope of Work (K-12 Strong Workforce Program Project Plan – Certified)
- Exhibit B: Invoice Form and Instructions
- Exhibit C: Intent to Award Memorandum from the Chancellor’s Office (01/29/2025)
- Exhibit D: K-12 SWP Request for Applications (RFA) and Program Specifications
- Exhibit E: K-12 SWP Legislation (Ed. Code Title 3, Division 7, Part 54.5 [88827-88833])

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 6, 2025**

**TK-12 PROFESSIONAL DEVELOPMENT TEACHER HOURS FOR TRAINING ON
ARTIFICIAL INTELLIGENCE SUMMER INSTITUTE 2025**

Background

The Summer Institute for elementary and secondary teachers will provide professional development during the weeks of June 16-20 and August 18-20, 2025. The content will focus on training TK-12 teachers in instructional and intervention strategies that support the needs of our unduplicated students.

We will be offering an optional three-hour training session on artificial intelligence this summer as part of the next phase of our artificial intelligence professional development for teachers and in alignment with the “Advancing Artificial Intelligence Education for American Youth” Executive Order issued on April 23, 2025. During this training, 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.

Teachers will be paid at the hourly rate of \$55. These sessions are scheduled to take place on June 17-18, 2025, and August 18-19, 2025.

Financial Impact

K12 Strong Workforce Program grant funds, NTE: \$35,000
Title IV, NTE: \$35,000

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Dr. Will Gray, Executive Director, College & Career Readiness

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 6, 2025**

**SCHOOL-SPONSORED EXTENDED FIELD TRIP: EL DORADO HIGH SCHOOL POINT LOMA
COLLEGE BOYS BASKETBALL TOURNAMENT IN SAN DIEGO, CALIFORNIA**

Background

The El Dorado High School boys basketball team is requesting permission to attend the Point Loma Boys Basketball Tournament, which will be held May 30-June 1, 2025, at Point Loma College in San Diego, California. Fifteen students, four assistant coaches, and one coach will be attending this event. Accommodations for the group will be at the Point Loma College dormitory in San Diego, California. The group will travel by parent-driven vehicles. One school day will be missed.

The tournament offers team members the opportunity to represent the district as athletes committed to sportsmanship and high-level competition in the basketball arena.

Financial Impact

No cost to the district

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Dr. Taylor Holloway, Assistant Director, Educational Services
David Okamoto, Principal, El Dorado High School

**EL DORADO HIGH SCHOOL
POINT LOMA COLLEGE BOYS BASKETBALL TOURNAMENT
San Diego, California
May 30-June 1, 2025**

Itinerary

Friday, May 30

9:00 a.m.	Arrive at El Dorado High School meet with advisors, chaperones, and students to review policies, behavioral expectations, and the school's code of conduct
9:30 a.m.	Depart by parent-driven vehicles
11:30 a.m.	Arrive, check in
1:00 p.m.	Team meeting, cover pre-game
3:00 p.m.	Game #1
5:30 p.m.	Game #2
7:30 p.m.	Dinner in rooms
10:00 p.m.	Lights out

Saturday, May 31

8:00 a.m.	Breakfast
9:30 a.m.	Team meeting
10:00 a.m.	In rooms, rest
11:00 a.m.	Lunch
12:30 p.m.	Chaperoned walk to on-campus beach Sunset Cliff
2:00 p.m.	Chaperoned walk back to dorm rooms
3:00 p.m.	Campus gym workout
4:00 p.m.	Dinner
5:30 p.m.	Game #3
7:00 p.m.	Game #4
9:00 p.m.	Dinner/snack in rooms
10:00 p.m.	Lights out

Sunday, June 1

8:30 a.m.	Breakfast
9:30 a.m.	Team meeting
10:30 a.m.	Game #5
12:00 p.m.	Lunch
1:00 p.m.	Game #6
3:00 p.m.	Students picked up by parents and driven home

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 6, 2025**

SCHOOL-SPONSORED EXTENDED FIELD TRIP: EL DORADO HIGH SCHOOL CONTEST OF CHAMPIONS DANCE NATIONALS IN ORLANDO FLORIDA

Background

The El Dorado High School dance team is requesting permission to attend the Contest of Champions Dance Nationals, which will be held February 26-March 3, 2026, at the Universal Orlando Resort in Orlando, Florida. Eighteen students, one chaperone, and one coach will be attending this event. Accommodations for the group will be at the Universal Hard Rock Hotel in Orlando, Florida. The group will travel by district transportation, commercial airlines, and shuttle buses. Four school days will be missed.

Participation in this competition will allow the team to compete on a national level against teams from across the country, which will expose our athletes' high-caliber performances, leadership, and athletic skills.

Financial Impact

No cost to the district

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services

Dr. Taylor Holloway, Assistant Director, Athletics

David Okamoto, Principal, El Dorado High School

**EL DORADO HIGH SCHOOL
CONTEST OF CHAMPIONS DANCE NATIONALS
Orlando, Florida
February 26-March 3, 2026**

Itinerary

Thursday, February 26

4:30 a.m.	Arrive at El Dorado High School meet with advisor, chaperones, and students to review policies, behavioral expectations, and the school's code of conduct
5:00 a.m.	Depart to Los Angeles Airport by district transportation
6:00 a.m.	Arrive at airport
7:30 a.m.	Depart to Orlando International Airport, airline/flight number are to be determined
3:00 p.m.	Arrive at airport
4:00 p.m.	Depart to hotel by shuttle
5:00 p.m.	Arrive, check into hotel, study time
7:00 p.m.	Dinner
8:45 p.m.	In rooms
10:00 p.m.	Lights out

Friday, February 27

7:00 a.m.	Breakfast
8:00 a.m.	Team rehearsal
10:30 a.m.	Study time
1:00 p.m.	Lunch
2:00 p.m.	Shuttle to competition
6:30 p.m.	Dinner
8:30 p.m.	Shuttle back to hotel
10:00 p.m.	Lights out

Saturday, February 28

6:30 a.m.	Breakfast
8:00 a.m.	Shuttle to competition
1:00 p.m.	Lunch
2:00 p.m.	Competition
5:30 p.m.	Dinner
6:30 p.m.	Competition
8:45 p.m.	Shuttle back to hotel
10:00 p.m.	Lights out

Sunday, March 1

7:00 a.m.	Breakfast
8:30 a.m.	Shuttle to competition
1:00 p.m.	Lunch
2:00 p.m.	Competition

6:30 p.m.	Dinner
7:15 p.m.	Competition
9:45 p.m.	Shuttle back to hotel
10:30 p.m.	Lights out

Monday, March 2

7:30 a.m.	Breakfast
9:00 a.m.	Study time
12:00 p.m.	Lunch
1:00 p.m.	shuttle to Universal Rehearsal Hall for workshop
4:30 p.m.	Shuttle to Universal Studios Theme Park
5:30 p.m.	Dinner
6:30 p.m.	Resume theme park visit
9:00 p.m.	Shuttle to hotel
10:00 p.m.	Lights out

Tuesday, March 3

7:00 a.m.	Breakfast
9:00 a.m.	Shuttle to Islands of Adventure Theme Park
12:00 p.m.	Lunch
3:00 p.m.	Shuttle back to hotel
4:00 p.m.	Check out of hotel, shuttle to Orlando International Airport, airline/flight number are to be determined
6:50 p.m.	Depart to Los Angeles International Airport
9:30 p.m.	Arrive at airport
10:00 p.m.	Depart to El Dorado High School by district transportation
10:45 p.m.	Arrive, students picked up by parents and driven home

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 6, 2025**

**SCHOOL-SPONSORED EXTENDED FIELD TRIP: GIRLS VOLLEYBALL OVERNIGHT LOCK-IN
PLACENTIA, CALIFORNIA**

Background

The El Dorado High School volleyball team is requesting permission to attend the Girls Volleyball Overnight Lock-in, which will be held August 12-13, 2025, at the El Dorado High School gymnasium in Placentia, California. Sixty students and five chaperones will be attending. Accommodations for the group will be at the El Dorado High School gymnasium in Placentia, California. The group will travel by parent-driven vehicles. Zero school days will be missed.

The Overnight Lock-In helps to develop a sense of family within a school-sponsored program. The Lock-In is an important tool used to connect the different cultures, attitudes, and ages represented on the El Dorado High School girls volleyball team.

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

**EL DORADO HIGH SCHOOL
GIRLS VOLLEYBALL OVERNIGHT LOCK-IN
Placentia, California
August 12-13, 2025**

Itinerary

Tuesday, August 12

6:00 p.m.	Meet at El Dorado High School gymnasium with advisors/chaperones and students to review policies, behavioral expectations, and the school's code of conduct
6:30 p.m.	Dinner
8:00 p.m.	Program bonding games
9:00 p.m.	Snack
10:00 p.m.	Lights out

Wednesday, August 13

6:45 a.m.	Clean up
7:00 a.m.	Breakfast
7:30 a.m.	Students are picked up by parents and driven home

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 6, 2025**

**SCHOOL-SPONSORED EXTENDED FIELD TRIP: EL DORADO HIGH SCHOOL UNITED
CHEERLEADING ASSOCIATION SUMMER CAMP IN INDIAN WELLS, CALIFORNIA**

Background

The El Dorado High School cheer team is requesting permission to attend the United Cheerleading Association Summer Camp, which will be held July 25-28, 2025, at the Renaissance Esmeralda Hotel in Indian Wells, California. Forty-three students, one chaperone, and three coaches will attend this event.

Accommodations for the group will be at the Renaissance Esmeralda, in Indian Wells, California. The group will travel by parent-driven vehicles. Zero school days will be missed.

Members of the cheer team, representing 9th-12th grade, will learn new material, bond as a team, learn safety precautions, and obtain the required AACCA safety certification.

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

**EL DORADO HIGH SCHOOL
UNITED CHEERLEADING ASSOCIATION SUMMER CAMP
Indian Wells, California
July 25-28, 2025**

Itinerary

Friday, July 25

8:30 a.m.	Meet at El Dorado High School with advisors/chaperones and students to review policies, behavioral expectations, and school's code of conduct
8:45 a.m.	Depart to hotel by parent-driven vehicles
10:00 a.m.	Lunch
12:00 p.m.	Arrive, check into hotel
1:00 p.m.	Camp instruction
5:00 p.m.	Dinner
6:00 p.m.	Camp instruction
8:30 p.m.	In rooms
10:00 p.m.	Lights out

Saturday, July 26

7:15 a.m.	Breakfast
8:30 a.m.	Camp instruction
11:30 a.m.	Lunch
1:00 p.m.	Camp instruction
5:00 p.m.	Dinner
6:00 p.m.	Camp instruction
9:00 p.m.	In rooms
10:00 p.m.	Lights out

Sunday, July 27

7:15 a.m.	Breakfast
8:30 a.m.	Camp instruction
11:30 a.m.	Lunch
1:00 p.m.	Camp instruction
5:00 p.m.	Dinner
6:00 p.m.	Camp instruction
9:00 p.m.	In rooms
10:00 p.m.	Lights out

Monday, July 28

7:15 a.m.	Breakfast
8:30 a.m.	Camp review, camp show
12:00 p.m.	Check out of room, lunch
1:00 p.m.	Depart to El Dorado High School by parent-driven vehicles
4:00 p.m.	Arrive, students picked up by parents and driven home

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 6, 2025**

**SCHOOL-SPONSORED EXTENDED FIELD TRIP: EL DORADO HIGH SCHOOL UNITED SPIRIT
ASSOCIATION SONG CAMP IN INDIAN WELLS CALIFORNIA**

Background

The El Dorado High School Song team is requesting permission to attend the United Spirit Association camp which will be held June 16-19, 2025 at the Renaissance Esmeralda Resort in Indian Wells, California. Thirty students, three chaperones, and one coach will be attending this event. Accommodations for the group will be at the Renaissance Esmeralda Hotel in Indian Wells, California. The group will travel by parent-driven vehicles. Zero school days will be missed.

The camp will provide the students with a high level of song/spirit techniques as well as the opportunity for team bonding.

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

**EL DORADO HIGH SCHOOL
UNITED SPIRIT ASSOCIATION SONG CAMP
Indian Wells, California
June 16-19, 2025**

Itinerary

Monday, June 16

11:00 a.m.	Meet at the Renaissance Esmeralda Hotel with advisors/chaperones and students to review policies, behavioral expectations, and school's code of conduct
11:15 a.m.	Check into hotel
12:00 p.m.	Lunch
1:00 p.m.	Spirit class
5:00 p.m.	Dinner
6:00 p.m.	Spirit class
8:00 p.m.	Meeting, snack
8:45 p.m.	In rooms
10:00 p.m.	Lights out

Tuesday, June 17

7:00 a.m.	Breakfast
8:00 a.m.	Spirit and dance class
11:30 a.m.	Lunch
1:30 p.m.	Spirit and dance class
5:00 p.m.	Dinner
6:00 p.m.	Workshop, evaluations
8:00 p.m.	Practice, snack
9:00 p.m.	In rooms
10:00 p.m.	Lights out

Wednesday, June 18

7:00 a.m.	Breakfast
8:00 a.m.	Spirit class
1:00 p.m.	Lunch
2:00 p.m.	Spirit class, team building
4:30 p.m.	Dinner
6:30 p.m.	Workshops, evaluations
8:00 p.m.	Practice, snack
9:00 p.m.	In rooms
10:00 p.m.	Lights out

Thursday, June 19

7:00 a.m.	Breakfast
8:00 a.m.	Class evaluations
10:00 a.m.	Camp championships, final performances
12:00 p.m.	Check out of hotel, students are picked up by parents and driven home

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 6, 2025**

**SCHOOL-SPONSORED EXTENDED FIELD TRIP: EL DORADO HIGH SCHOOL UNITED SPIRIT
ASSOCIATION ELITE DANCE CAMP IN BUENA PARK, CALIFORNIA**

Background

The El Dorado High School dance team is requesting permission to attend the United Spirit Association Elite Dance Camp, which will be held July 22-25, 2025, at the Knott's Berry Farm Hotel in Buena Park, California. Eighteen students, one chaperone, and one coach will be attending. Accommodations for the group will be at the Knott's Berry Farm Hotel in Buena Park, California. The group will travel by parent-driven vehicles. Zero school days will be missed.

The camp will provide the students with a high level of dance techniques as well as the opportunity for team bonding.

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

**EL DORADO HIGH SCHOOL
UNITED SPIRIT ASSOCIATION ELITE DANCE CAMP
Buena Park, California
July 22-25, 2025**

Itinerary

Tuesday, July 22

11:00 a.m.	Meet at Knott's Berry Farm Hotel with advisors/chaperones and students to review policies, behavioral expectations, and school's code of conduct
11:15 a.m.	Check in to hotel
12:00 p.m.	Lunch
1:00 p.m.	Dance class
5:00 p.m.	Dinner
6:00 p.m.	Dance class
8:00 p.m.	Orientation meeting, snack
8:45 p.m.	In rooms
10:00 p.m.	Lights out

Wednesday, July 23

7:00 a.m.	Breakfast
8:00 a.m.	Dance class
11:30 a.m.	Lunch
1:30 p.m.	Dance class
5:00 p.m.	Dinner
6:00 p.m.	Workshop, evaluations
8:00 p.m.	Practice, snack
9:00 p.m.	In rooms
10:00 p.m.	Lights out

Thursday, July 24

7:00 a.m.	Breakfast
8:00 a.m.	Dance class
1:00 p.m.	Lunch
2:00 p.m.	Spirit class, team building
4:30 p.m.	Dinner
6:30 p.m.	Workshops, evaluations
8:00 p.m.	Practice, snack
9:00 p.m.	In rooms
10:00 p.m.	Lights out

Friday, July 25

7:00 a.m.	Breakfast
8:00 a.m.	Dance class evaluations
10:00 a.m.	Camp championships, final performances
12:00 p.m.	Students are picked up by parents and driven home

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 6, 2025**

**SCHOOL-SPONSORED EXTENDED FIELD TRIP: EL DORADO HIGH SCHOOL WESTMONT
COLLEGE BOYS BASKETBALL CAMP/TOURNAMENT IN MONTECITO, CALIFORNIA**

Background

The El Dorado High School boys basketball team is requesting permission to attend the Westmont College Boys Basketball Camp/Tournament, which will be held June 27-29, 2025, at Westmont College in Montecito, California. Fourteen students, three assistant coaches, and one coach will be attending this event. Accommodations for the group will be at the Westmont College dormitory in Montecito, California. The group will travel by parent-driven vehicles. Zero school days will be missed.

The camp/tournament provides team members with the opportunity to represent the district as athletes committed to sportsmanship and high-level challenges in the basketball arena.

Financial Impact

No cost to the district

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Dr. Taylor Holloway, Assistant Director, Educational Services
David Okamoto, Principal, El Dorado High School

**EL DORADO HIGH SCHOOL
WESTMONT COLLEGE BOYS BASKETBALL CAMP/TOURNAMENT
Montecito, California
June 27-29, 2025**

Itinerary

Friday, June 27

11:00 a.m.	Arrive at El Dorado High School meet with advisors, chaperones, and students to review policies, behavioral expectations, and the school's code of conduct
11:15 a.m.	Depart by parent-driven vehicles
2:00 p.m.	Arrive, check in
2:30 p.m.	Team meeting, assign rooms
3:00 p.m.	Lunch
3:45 p.m.	Team meeting to go over game
4:30 p.m.	Practice
5:30 p.m.	Game
7:00 p.m.	Dinner
8:30 p.m.	In rooms
10:00 p.m.	Lights out

Saturday, June 28

7:00 a.m.	Breakfast
8:30 a.m.	Return to rooms rest/physical therapy
11:00 a.m.	Depart for lunch by parent-driven vehicles
2:00 p.m.	Return to campus rooms by parent-driven vehicles
2:45 p.m.	Game
4:00 p.m.	Return to room for rest
7:00 p.m.	Game
8:30 p.m.	Dinner
9:30 p.m.	In rooms
10:00 p.m.	Lights out

Sunday, June 29

7:00 a.m.	Breakfast
8:30 a.m.	Return to room rest/physical therapy
10:00 a.m.	Game
12:00 p.m.	Game
1:45 p.m.	Team meeting to debrief, lunch
2:15 p.m.	Depart to El Dorado High School by parent-driven vehicles
5:30 p.m.	Arrive at El Dorado High School, students picked up by parents and driven home

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 6, 2025**

**SCHOOL-SPONSORED EXTENDED FIELD TRIP: EL DORADO HIGH SCHOOL JAM ON IT HOOPS
BOYS BASKETBALL TOURNAMENT IN LAS VEGAS, NEVADA**

Background

The El Dorado High School boys basketball team is requesting permission to attend the Jam On It Hoops Boys Basketball Tournament, which will be held July 15-17, 2025, at the Las Vegas Convention Center in Las Vegas, Nevada. Fourteen students, three assistant coaches, and one coach will be attending this event. Accommodations for the group will be at the Westgate Hotel in Las Vegas, Nevada. The group will travel in parent-driven vehicles. Zero school days will be missed.

This national tournament, held during the summer, features elite teams from all around the world. This high-level tournament provides team members the opportunity to display commitment to sportsmanship.

Financial Impact

No cost to the district

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Dr. Taylor Holloway, Assistant Director, Educational Services
David Okamoto, Principal, El Dorado High School

EL DORADO HIGH SCHOOL
JAM ON IT HOOPS BOYS BASKETBALL TOURNAMENT
Las Vegas, Nevada
July 15-17, 2025

Itinerary

Tuesday, July 15

9:00 a.m.	Arrive at El Dorado High School, meet with advisors, chaperones, and students to review policies, behavioral expectations, and the school's code of conduct
9:20 a.m.	Depart by parent-driven vehicles
12:00 p.m.	Lunch
2:00 p.m.	Arrive, check in
2:30 p.m.	Team meeting, assign rooms
3:30 p.m.	Team meeting to cover game
4:30 p.m.	Depart for game by parent-driven vehicles
6:50 p.m.	Dinner
8:30 p.m.	Return to hotel by parent-driven vehicles
10:00 p.m.	Lights out

Wednesday, July 16

7:00 a.m.	Breakfast
8:30 a.m.	In rooms for rest/physical therapy
11:00 a.m.	Lunch
12:30 p.m.	Depart for mall chaperoned and driven by parent-driven vehicles
2:00 p.m.	Return to hotel by parent-driven vehicles
2:45 p.m.	Depart to game by parent-driven vehicles
4:00 p.m.	Return to hotel by parent-driven vehicles
5:00 p.m.	Dinner
7:00 p.m.	Depart for game
9:15 p.m.	Return to hotel by parent-driven vehicles
10:00 p.m.	Lights out

Thursday, July 17

9:00 a.m.	Breakfast
10:30 a.m.	In rooms for rest/physical therapy
1:30 p.m.	Check out of hotel, depart to tournament by parent-driven vehicles
2:00 p.m.	Lunch
4:00 p.m.	Game
5:30 p.m.	Depart to El Dorado High School by parent-driven vehicles
9:30 p.m.	Arrive, students picked up by parents and driven home

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 6, 2025**

**SCHOOL-SPONSORED EXTENDED FIELD TRIP: ESPERANZA HIGH SCHOOL GIRLS
BASKETBALL PALM SPRINGS CLASSIC TOURNAMENT**

Background

The Annual 2025 Palm Springs Classic Basketball Tournament is to be held at Palm Springs High School on June 27- June 29, 2025. The High School is located at 2401 E. Baristo Road, Palm Springs, CA. The Esperanza High School Girls Basketball team requests permission for eleven Varsity players, three coaches, and four chaperones to attend this event. The group will be staying at Homewood Suites in Cathedral City, CA. The coaches and parents will provide transportation. No school days will be missed.

Financial Impact

No cost to the district

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services

Dr. Taylor Holloway, Assistant Director, Athletics

Loan Sriruksa, Principal, Esperanza High School

**ESPERANZA HIGH SCHOOL
PALM SPRINGS CLASSIC BASKETBALL TOURNAMENT
PALM SPRINGS, CA
June 27-29th, 2025**

Itinerary

Friday, June 27

12:00 p.m.	Arrive at Esperanza High School meet with coaches, chaperones, and students to review policies, behavioral expectations, and school's code of conduct
1:30 p.m.	Depart from Esperanza High School
3:30 p.m.-4:00 p.m.	Check-in Hotel: Homewood Suites: 67711 30th Avenue Cathedral City, Ca 92234.
5:00 p.m.	Depart Hotel
6:00 p.m.-7:00 p.m.	Game: Palm Springs Hotel: 2401 E Baristo Road Palm Springs, Ca 92662
9:00 p.m.	Team Dinner
10:00 p.m.	Lights out

Saturday, June 28

8:00 a.m.	Team Breakfast
11:00 a.m.	Depart Hotel
12:00 p.m.-1:00 p.m.	Game: Palm Springs Hotel: 2401 E Baristo Road Palm Springs, Ca 92662
1:30 p.m.-3:00 p.m.	Team lunch and Escape Room
3:00 p.m.-4:00 p.m.	Team rest at hotel
4:00 p.m.	Depart Hotel
5:00 p.m.-6:00 p.m.	Game: Palm Springs Hotel: 2401 E Baristo Road Palm Springs, Ca 92662
6:30 p.m.	Depart for Hotel and rest
7:30 p.m.	Hotel Team & Family Dinner
10:30 p.m.	Lights Out

Sunday, June 29

8:30 a.m.	Team Breakfast
11:00 a.m.	Depart Hotel
12:00 p.m.-1:00 p.m.	Game: Palm Springs Hotel: 2401 E Baristo Road Palm Springs, Ca 92662
1:00 p.m.	Depart from game at Palm Springs Hotel. Parents will drive players back to Esperanza.
3:00 p.m.	Meet at Esperanza for parent pick up

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 6, 2025**

**VALENCIA HIGH SCHOOL SCHOOL-SPONSORED FIELD TRIP: ASB SUMMER LEADERSHIP
CAMP AT CAMP LA VERNE**

Background

The Valencia High School 2025-2026 ASB class will be going to summer leadership camp at Camp La Verne in Angelus Oaks, California, on June 13-15, 2025. Up to fifty students will be accompanied by the activities director and four adult chaperones. Transportation provided by an approved district-chartered bus. Accommodations will be in six-person cabins at Camp La Verne in Angelus Oaks. Students will not miss any school days.

The Valencia 2025-2026 leadership class will use this three-day camp to plan out the calendar for the school year as well as spend quality time growing as a leadership body. They will bond as a class and plan out a mission and vision for what they would like to see at Valencia in the upcoming year.

Financial Impact

No cost to the district

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Michael Young, Director, Secondary Education
Chris Herzfeld, Principal, Valencia High School

**VALENCIA HIGH SCHOOL
ASB SUMMER LEADERSHIP CAMP**

**Angelus Oaks, California
June 13-15, 2025**

Itinerary

Friday, June 13

9:45 a.m.	Call time at Valencia, meet with advisor and chaperones to review policies, behavioral expectations and school's code of conduct
10:00 a.m.	Depart for Camp La Verne on district-approved chartered bus
12:00 p.m.	Arrive at Camp La Verne, check in
12:15 p.m.	Set up camp, team-building activities
1:00 p.m.	Lunch
1:30 p.m.	Team-building activities, hike
2:30 p.m.	Snack
2:50 p.m.	ASB Constitutional review/year activities assigned
6:00 p.m.	Dinner
7:00 p.m.	Meeting of job responsibilities and planning
9:00 p.m.	S'mores
10:00 p.m.	Room check, lights out

Saturday, June 14

7:00 a.m.	Breakfast, students 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.	Letters to self, snack
4:30 p.m.	Activities
6:00 p.m.	Dinner
7:00 p.m.	Activities continued
9:00 p.m.	S'mores
10:00 p.m.	Room check, lights out

Sunday, June 15

7:00 a.m.	Breakfast, students cook/eat/cleanup
8:00 a.m.	Camp cleanup/give back to camp
9:00 a.m.	Pack up camp
10:00 a.m.	Depart camp on district-approved chartered bus
12:00 p.m.	Arrive at Valencia High School for parent pickup

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 6, 2025**

**SCHOOL-SPONSORED EXTENDED FIELD TRIP: VALENCIA HIGH SCHOOL BOYS
BASKETBALL WESTMONT COLLEGE CAMP/TOURNAMENT**

Background:

The Westmont College Basketball Tournament will be held on June 27-29, 2025 at Westmont College in Santa Barbara, California. The Valencia High School Varsity Boys Basketball Team requests permission for fifteen students, two assistant coaches, and one head coach to attend this event. Accommodations for the group are at Westmont College dorms in Santa Barbara, California. The group will be transported by parent-driven vehicles. No school days will be missed.

This camp/tournament is an opportunity to prepare for the upcoming season and enhance team chemistry while also exposing student athletes to life on a college campus.

Financial Impact:

No cost to the district

Administrator:

Dr. Olivia Yaung, Assistant Superintendent, Educational Services

Dr. Taylor Holloway, Assistant Director, Athletics

Chris Herzfeld, Principal, Valencia High School

**VALENCIA HIGH SCHOOL
BOYS BASKETBALL CAMP TOURNAMENT
Santa Barbara, California
June 27-29, 2025**

Itinerary

Friday, June 27

8:45 a.m.	Student athletes, parent drivers, assistant coaches, and head coach meet at Valencia High School to review policies, behavioral expectations and school's code of conduct
9:00 a.m.	Depart Valencia High School for Santa Barbara in coach-driven vehicles and parent-driven vehicles
11:30 a.m.	Lunch enroute
12:00 p.m.	Arrive in Santa Barbara
1:00 p.m.	Check into dorms
2:00 p.m.	Scheduled games
5:00 p.m.	Downtime, rest in dorms
6:00 p.m.	Dinner
7:00 p.m.	Chaperoned team activities, team bonding
9:30 p.m.	Back to dorms
10:00 p.m.	Room check, lights out

Saturday, June 28

7:00 a.m.	Wake-up call
8:00 a.m.	Breakfast
10:00 a.m.	Scheduled games
12:00 p.m.	Lunch
2:00 p.m.	Scheduled games
5:00 p.m.	Downtime, rest in dorms
6:00 p.m.	Dinner
7:00 p.m.	Chaperoned team activities, team bonding
9:30 p.m.	Back to dorms
10:00 p.m.	Room check, lights out

Sunday, June 29

6:30 a.m.	Wake-up call
7:00 a.m.	Breakfast
9:00 a.m.	Game
10:00 a.m.	Back to dorms, clean up
11:00 a.m.	Check out
12:00 p.m.	Depart Santa Barbara for Valencia in parent-driven vehicles and coach-driven vehicles
1:00 p.m.	Lunch enroute
3:00 p.m.	Arrive at Valencia High School, parents pick up

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 6, 2025**

**SCHOOL-SPONSORED FIELD TRIP: CRYSTAL COVE MARINE PROTECTED AREA
EXCURSION AGREEMENT FOR VALENCIA HIGH SCHOOL**

Background

This year's Integrated Science Class, consisting of forty (40) students, one certificated teacher and three parent chaperones, is requesting permission to participate in a field trip to the Crystal Cove Marine Protected Area on Monday, June 2, 2025. The excursion to the Crystal Cove Marine Protected Area is designed to align with the Ocean Acidification Unit. Over the years, enriching field experiences have been a key strength of the Valencia High School environmental science program, thanks to a partnership with the Crystal Cove Conservancy. This year, a second grant was awarded to the science department. Students will board a vessel at Davey's Locker Whale Watching in Newport Beach to Crystal Cove, where they will monitor the marine environment. Transportation will be provided by a district-approved charter bus funded through the Crystal Cove Conservancy. Students will miss one school day.

Financial Impact

No cost to the district

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Michael Young, Director, Secondary Education
Chris Herzfeld, Principal, Valencia High School

VALENCIA HIGH SCHOOL

DAVEY'S LOCKER WHALE WATCHING AND CRYSTAL COVE PROTECTED AREA
Newport Beach, California
June 2, 2025

Itinerary

Monday, June 2

7:15 a.m.	Students and teacher chaperones meet at the flagpole in front of the school and review policies, behavioral expectations, and the school's code of conduct
7:30 a.m.	Depart Valencia High School in district-approved charter bus to Davey's Locker located at 400 Main Street, Newport Beach, 949-673-1434
8:15 a.m.	Arrive in Newport Beach
9:00 a.m.	Board the vessel and proceed to the Crystal Cove Marine Protected Area for environmental monitoring
12:30 p.m.	Lunch
2:00 p.m.	Return to Davey's Locker, disembark vessel
2:45 p.m.	Depart Davey's Locker in district-approved charter bus to Valencia High School
3:20 p.m.	Arrive at Valencia High School, parents pick up

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 6, 2025**

**SCHOOL-SPONSORED FIELD TRIP: CRYSTAL COVE MARINE PROTECTED AREA
EXCURSION AGREEMENT FOR VALENCIA HIGH SCHOOL**

Background

This year's AP Environmental Science class consisting of forty (40) students, one certificated teacher, and three parent chaperones are requesting permission to participate in a field trip to the Crystal Cove Marine protected area on Tuesday, June 3, 2025. The excursion to the Crystal Cove Marine protected area is designed to align with the AP Environmental Science standards. Over the years, enriching field experiences have been one of the strengths of the Valencia High School Advanced Placement Environmental Science program through a partnership with Crystal Cove Conservancy. Students will board a vessel at Davey's Locker Whale Watching in Newport Beach to Crystal Cove where they will monitor the marine environment. Transportation will be provided by a district-approved charter bus funded through the Crystal Cove Conservancy. Students will miss one school day.

Financial Impact

No cost to the district

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Michael Young, Director, Secondary Education
Chris Herzfeld, Principal, Valencia High School

**VALENCIA HIGH SCHOOL
DAVEY'S LOCKER WHALE WATCHING AND CRYSTAL COVE PROTECTED AREA
Newport Beach, California**

June 3, 2025

Itinerary

Tuesday, June 3

7:45 a.m.	Students and teacher chaperone meet at flagpole in front of the school and review policies, behavioral expectations, and school's code of conduct
8:00 a.m.	Depart Valencia High School in district-approved charter bus to Davey's Locker located at 400 Main Street, Newport Beach, 949-673-1434
8:30 a.m.	Arrive in Newport Beach
9:00 a.m.	Board vessel and proceed to Crystal Cove Marine protected area for environmental monitoring
12:30 p.m.	Lunch
2:00 p.m.	Return to Davey's Locker, disembark vessel
2:45 p.m.	Depart Davey's Locker in district bus to Valencia High School
3:20 p.m.	Arrive at Valencia High School

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 6, 2025**

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:

- District Office: InformedK12 donated one (1) check for \$300 for the annual Leadership Symposium in August.
- Fairmont Elementary School: Fairmont PTA donated two (2) checks for \$12,598.12 for Accelerated Reader, Renaissance Platform, Star Reading subscription, and for two teachers to attend the AVID Summer Institute.
- Kraemer Middle School: Gabriel Stempinski donated one (1) check for \$5,145 for audiovisual equipment.
- Linda Vista Elementary School: Shutterfly, LLC donated one (1) check for \$229.29 for materials and supplies for the preschool.
- Mabel Paine Elementary School: Mabel Paine PTA donated one (1) check for \$2,356 for 5th 5th-grade end-of-year event at Titan Student Union.
- OCSCS - The Fullerton Marriott donated four (4) one-night room vouchers for a random gift drawing at the school play performances.
- Rio Vista Elementary School: Rio Vista PTA donated one (1) check for \$800 for library furniture.
- Travis Ranch Elementary School: Travis Ranch PTA donated one (1) check for \$4,148.75 for field trips and assemblies.
- Woodsboro Elementary School: Woodsboro PTA donated one (1) check for \$200 for a substitute teacher to attend a field trip.
- Yorba Linda High School: The Dai Family donated one (1) check for \$3,000 for materials and supplies.

The district's community members and groups have donated the following books, which have been reviewed and approved by the principals, to the following sites:

- Rio Vista Elementary School: Rio Vista PTA donated eighty-one (81) books. The full list is attached [here](#).
- Sierra Vista Elementary School: A community member donated thirty-one (31) books. The full list is attached [here](#).

Financial Impact

Total gift income to be placed in the appropriate school site/division accounts: \$28,777.16

Total gift income to date for the 2024-25 school year: \$387,373.75

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 6, 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:

- George Key School: The Placentia Community Foundation Grant of one (1) check for \$1,000 to purchase materials to build a shed to house the coffee cart.

Financial Impact

Income to the district: \$1,000

Administrator

Dr. Olivia Yaung, Assistant Superintendent, Educational Services
Shawn Belmont, Administrative Secretary, Educational Services

GRANT AGREEMENT

(GEORGE KEY SCHOOL- 04-2025)

This Agreement is entered into on Monday, March 3, 2025, by and between the Placentia Community Foundation, a California nonprofit corporation (hereinafter called "FOUNDATION") and the George Key School, a California ~~nonprofit corporation~~, (hereinafter called "RECIPIENT").
public school

WHEREAS, RECIPIENT will produce the event or events generally described in Exhibit "A" hereinafter referred to as EVENT attached hereto and incorporated herein by this reference; and

WHEREAS, the FOUNDATION recognizes the intrinsic value of cultural and promotional events and the role they play in enhancing and expanding the economic vitality of and image of the FOUNDATION; and

WHEREAS, RECIPIENT needs financial assistance to produce the EVENT and has requested FOUNDATION sponsorship; and

WHEREAS, the FOUNDATION has determined that sponsorship of this EVENT would be of public benefit.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. RECIPIENT STATUS, EVENT DATES AND LOCATION

1.1 RECIPIENT hereby represents and warrants that it is authorized to engage in charitable and educational activities as well as those activities permitted to be carried on by a corporation exempt from federal income tax under ~~Section 501(c)(3)~~ of the Internal Revenue Code and under Section 170 (c) (2) of the Internal Revenue Code and/or not for profit ~~entity~~. Foundation enters into this Agreement in material reliance on this representation and warranty.

1.2 RECIPIENT shall produce the event or events as generally described in Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter referred to as the "EVENT").

1.3 Unless otherwise specified by the parties to this Agreement the venue, date(s), times and number of presentations shall be as described in Exhibit "A"

2. PUBLICIZED CREDIT

The parties hereby agree that the FOUNDATION shall be recognized as a sponsor of the named EVENT as generally described in Exhibit "B" attached hereto and incorporated herein by this reference.

3. SPONSORSHIP TERMS FOR THE FOUNDATION

3.1 In consideration of FOUNDATION sponsorship, RECIPIENT shall provide the benefits as described in Exhibit "B" attached hereto and incorporated herein by this reference.

I have read, understand and agree to all provisions on this page.  (initial) Page 1 of 6 Ver.080412
GEORGE KEY SCHOOL

4.6 RECIPIENT shall present all advertising and marketing materials that use FOUNDATION logos to FOUNDATION'S representative for approval prior to their final production and use. Approval or rejection of any such material shall be at FOUNDATION'S sole and absolute discretion. The FOUNDATION and RECIPIENT shall coordinate and mutually agree upon size, design, and layout of all materials that are produced for the EVENT which use FOUNDATION logos.

4.7 RECIPIENT shall provide an event progress report regarding the EVENT to the FOUNDATION'S representative within sixty (60) days following the award of the GRANT. The report shall describe the plans, any changes to original proposal, and the EVENT objectives.

4.8 RECIPIENT shall provide a final event report regarding the EVENT to the FOUNDATION'S representative within forty-five (45) days following the close of the EVENT. The report shall describe the success, or lack thereof, of the EVENT and address all factors that may have contributed to the success, or the lack thereof, of the EVENT. The report shall include, without limitation, accurate and complete information regarding receipts and expenditures for the EVENT.

5. FOUNDATION PUBLICATION


5.1 The FOUNDATION shall make a reasonable effort to promote the EVENT in the FOUNDATION'S website, meetings, events and as deemed appropriate by the FOUNDATION in its sole and absolute discretion.

6. TERM, BREACH, AND TERMINATION OF AGREEMENT

6.1 Basic Term. The effective date of this Agreement shall be March 3, 2025, and this Agreement shall terminate June 30, 2026. Any covenant, term or provision of this Agreement which in order to fulfill its intended purpose must survive the termination of this Agreement shall survive any such termination.

6.2 Breach of Agreement. Any material deviation by RECIPIENT for any reason from the requirements hereof, or from any other provision of this Agreement, shall constitute a breach of this Agreement and may be cause for termination at the election of the FOUNDATION. FOUNDATION may terminate this Agreement, for cause, by giving ten (10) days' notice to RECIPIENT. In the event of termination of this Agreement, for cause, the FOUNDATION shall have the right to have use of and access to materials concerning the EVENT, and to assign rights pertaining to the EVENT, such as EVENT name, customer or invitation lists, artist contracts to the FOUNDATION or its designee. The FOUNDATION reserves the right to waive any and all breaches of this Agreement, and any such waiver shall not be deemed a waiver of all previous or subsequent breaches. In the event the FOUNDATION chooses to waive a particular breach of this Agreement, it may condition same on payment by RECIPIENT of actual damages occasioned by such breach of Agreement and on RECIPIENT making every effort to resolve the same quickly and amicably.

6.3 Agreement Termination. In the event RECIPIENT is unable to fulfill any of its responsibilities under this Agreement for any reason whatsoever including, without limitation, circumstances beyond its control, the FOUNDATION may terminate this Agreement in whole or in part in the same manner as for breach hereof and be entitled to the same rights on termination.

I have read, understand and agree to all provisions on this page.  (initial) Page 3 of 6 Ver.080412
GEORGE KEY SCHOOL

7. GENERAL

7.1 Indemnity. RECIPIENT shall indemnify, defend and hold harmless the FOUNDATION and its officials, officers, employees, agents and volunteers, of and from any and all claims arising out of or related to the RECIPIENT, and/or the EVENT which is the subject of this Agreement, including without limitation, claims of the following nature:

- 7.1.1 Breach of Contract.
- 7.1.2 Tortious interference with contractual obligation.
- 7.1.3 Tortious interference with prospective economic advantage.
- 7.1.4 Service Mark or Copyright infringement and/or dilution.
- 7.1.5 Property damage and/or loss.
- 7.1.6 Negligence.
- 7.1.7 Bodily injury.
- 7.1.8 Personal damage/injury (libel and slander).

7.2 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

7.3 Time of Essence. Time is of the essence for each and every provision of this Agreement.

7.4 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

7.5 Audits. The FOUNDATION shall have the right to monitor and audit the EVENT and all work performed under this Agreement. The FOUNDATION will notify RECIPIENT in writing within thirty (30) days of any potential exceptions discovered during such audits. Where such findings indicate that the requirements of this Agreement are not being met, upon such written notification RECIPIENT shall take appropriate corrective action immediately. For this purpose, the RECIPIENT shall make available to the FOUNDATION during normal business hours of the FOUNDATION, and to the FOUNDATION's employees, agents and representatives, all books and records which pertain to this Agreement and the EVENT undertaken by RECIPIENT hereunder.

7.6 Complete Agreement. This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. This Agreement supersedes all previous agreements, if any, between the parties.

7.7 Amendments. Any alterations, variations, modifications or waivers of provisions to this Agreement shall be valid only when reduced to writing duly signed and attached to the original of this Agreement.

7.8 Notices. Communications among the parties hereto shall be addressed as follows:

RECIPIENTS:

George Key School
Primary Contact: Rebecca Allan
Address: 710 E. Golden Avenue Placentia, CA 92870
Phone: (714) 986-7170
Email: reallan@pylusd.org

I have read, understand and agree to all provisions on this page _____ (initial) Page 4 of 6 Ver.080412
GEORGE KEY SCHOOL

FOUNDATION:

Placentia Community Foundation

Sheila Jordan and/or Tricia Montelongo, Foundation Chairpersons

401 E. Chapman Ave. Placentia, CA 92870

(714) 993-8232

7.9 Foundation Representation. RECIPIENT shall work closely with the FOUNDATION'S Executive Director who shall be designated the "Liaison Representative of Foundation." RECIPIENT principals shall provide regular updates to the Liaison Representative of Foundation to keep the FOUNDATION currently advised on the status of the EVENT.

7.10 Compliance with Law. RECIPIENT shall comply with all applicable federal, state, and local laws, ordinances and regulations.

7.11 Standard of Care. The FOUNDATION relies upon the professional ability of RECIPIENT as a material inducement to entering into this Agreement. RECIPIENT agrees to use reasonable care and diligence in meeting its obligation under this Agreement. RECIPIENT agrees that the acceptance of its work by the FOUNDATION shall not operate as a waiver or release of said obligation of RECIPIENT. The absence, omission, or failure to include in this Agreement, items which are normally considered to be a part of generally accepted professional procedure or which involve professional judgment shall not be used as a basis for submission of inadequate work or incomplete performance.

7.12 Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until he/she receives such assurance may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding ten (10) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance.

7.13 Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

7.14 Section Titles. Section titles are for organizational convenience only, and in no way are intended to limit the scope of applicability of anything contained in the section.

7.15 No Waiver. Any failure to enforce a right or decision not to enforce a right by FOUNDATION shall not be deemed a waiver, of that right or any other rights hereunder.

I have read, understand and agree to all provisions on this page.  (initial) Page 5 of 6 Ver.080412
GEORGE KEY SCHOOL

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective on the day and year first above written. The undersigned hereby warrant that they are legally authorized and entitled to make the promises, covenants, and representations set forth herein.

PLACENTIA COMMUNITY FOUNDATION

By: _____ Date _____
Sheila Jordan and/or Tricia Montelongo

GEORGE KEY SCHOOL
By:  _____
Authorized Representative (Signature)

3/21/2025
Date

Donald Rosillos
Name (Printed)

Director, Purchasing
Title

ATTACHMENTS: EXHIBIT "A" Description of Event,
EXHIBIT "B" Sponsorship Benefits
EXHIBIT "C" Media Plan

I have read, understand and agree to all provisions on this page  (initial) Page 6 of 6 Ver.080412
GEORGE KEY SCHOOL

Exhibit A- Description of your event/program

Please provide your description of your planned program or event below. Please submit your description in one page or less. The information you provided in your application may be used in this section.

This grant will be used to help fund George Keys/Venture Academy's coffee cart - by helping us purchase a permanent "shed" structure to house a high quality coffee machine. This project provides necessary materials for job training skills, which is part of the curriculum for adult transition students with special needs. The venue for our coffee cart is at George Key School, on Tuesday and Thursday mornings during the regular academic year.

Exhibit B- Description of the benefits of the awarded sponsorship

Please provide your description of the benefits of the grant award to your program below. Please submit this description in one page or less. The information you provided in your application may be used in this section.

This grant award will assist our young adults with special needs - part of their curriculum includes job training. Our goal is to assist our students in the next transition to be independent self-reliant adults.

Exhibit C- Media plan

Please explain in one page or less how you plan to advertise the grant award. The information you provided in your application may be used in this section.

The grant award will be advertised through P4LUSD publications- The Good News Report, as well as George Key News and Ventura Academy's Instagram account.

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 6, 2025**

INDEPENDENT CONTRACTOR AGREEMENT WITH KEY2ED, INC.

Background

Key2Ed, Inc. is recognized as the authority on facilitating family and school partnerships. They conduct workshops for educators and special education staff about conflict prevention and resolution through IEP meeting facilitation. Participants learn to guide IEP teams to agree on appropriate and effective IEPs, channel communication to build a mutual understanding based on respect, create agreements based on full participation of all members, generate informed discussions, and prevent, reduce, and resolve conflict.

Key2Ed, Inc. will offer workshops for district special education staff to practice facilitation tools and techniques in actual simulations to provide feedback and coaching.

This agreement will be effective May 7, 2025-June 30, 2025.

Financial Impact

Budgeted Special Education funds, NTE: \$17,200

Administrator

Renee Gray, Assistant Superintendent, Student Support Services
Gwen Redira, Director, Special Education

AGREEMENT FOR IN PERSON SERVICES

THIS AGREEMENT FOR SERVICES (this “**Agreement**”) is made and entered into this 7th of May, 2025 (the “**Effective Date**”), by and between Placentia Yorba Linda USD, a CA school district, having its principal offices located at 1301 E Orangethorpe Ave, Placentia, CA 92870 , (“**Client**”), and Key2Ed, Inc. (“**Contractor**”), an independent contractor, with a principal place of business at 6501 E. Greenway Pkwy. #103-418, Scottsdale, AZ 85254 (each, a “**Party**” and collectively, the “**Parties**”).

RECITALS

WHEREAS, Contractor has agreed to perform professional staff development for Client by providing Contractor’s workshop entitled “Conflict Prevention and Resolution Through IEP Meeting Facilitation”, and/or other training modules as Client and Contractor may agree (the “**Services**”).

NOW THEREFORE, in consideration of the mutual promises herein, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1. TERM OF CONTRACT

1.01. This Agreement will commence upon the Effective Date, specified above, and shall continue in effect until the Services provided for in this Agreement have been performed or until terminated as provided in this Agreement.

ARTICLE 2. SERVICES TO BE PERFORMED BY CONTRACTOR

2.01. **Specific Services.** Contractor agrees to perform the Services for Client. The Services will be held for 2 consecutive days in duration in which Contractor shall provide on-site training (the “**Workshop**”). The date for the Workshop will be scheduled on June 18-19, 2025. Client shall ensure that the number of participants attending the Workshop is no more than 30, unless otherwise agreed in writing by the Parties.

2.02. **Method of Performing Services.** Contractor will determine the method, details, and means of performing the above-described Services.

2.03. **Status of Contractor.** Nothing contained in this Agreement, or any document executed in connection with this Agreement shall be construed to create an employer-employee, partnership or joint venture relationship between Client and Contractor. Contractor’s employees or consultants are independent contractors and not employees of Client. All sums subject to deductions, if any, required to be withheld and/or paid under any applicable state, federal or local laws shall be Contractor’s sole responsibility. Contractor agrees it is not entitled to the rights or benefits afforded to Client’s employees, including disability or unemployment insurance, workers’ compensation, medical insurance, sick leave, or any other employment benefit.

2.04. **Payment of Income Taxes.** Contractor is responsible for paying, when due, all income taxes, including estimated taxes, incurred as a result of the compensation paid by Client to Contractor for the Services under this Agreement. On request, Contractor will provide Client with proof of timely payment.

2.05. **Use of Employees or Subcontractors.** Contractor may, at Contractor's own expense, use any employees or subcontractors as Contractor deems necessary to perform the Services required of Contractor by the Agreement. Client may not control, direct, or supervise Contractor's employees or subcontractors in the performance of those Services.

ARTICLE 3. COMPENSATION

3.01. **Services Fee.** In consideration for the Services to be performed by Contractor, Client agrees to pay Contractor \$17,200 (the "**Services Fee**").

3.02. **Date for Payment of Compensation.** For Services rendered under this Agreement, Client agrees to pay Contractor the Services Fee upon Contractor's completion of the Workshop. Contractor will submit to Client an invoice and Client agrees to pay the amount due to Contractor within 30 days of receipt of the invoice.

ARTICLE 4. OBLIGATIONS OF CONTRACTOR

4.01. **Non-Exclusive Relationship.** This Agreement is not intended to create an exclusive relationship between the Parties. Accordingly, Contractor shall be free to perform services for other entities, and Client shall be free to engage the similar services of other vendors.

4.02. **Suitable Place for Services; Workshop Materials.** Contractor will perform the Services under this Agreement at the location provided by Client pursuant to Section 5.02. Contractor will supply all materials and equipment required to perform the Services under this Agreement.

4.03. **Contractor's Qualifications.** Contractor represents that its employees or consultants providing the Services to Client will possess the qualifications and skills necessary to perform the Services under this Agreement. Contractor shall have complete and sole discretion for the manner in which the Services under this Agreement will be performed.

ARTICLE 5. OBLIGATIONS OF CLIENT

5.01. **Cooperation of Client.** Client agrees to comply with all reasonable requests of Contractor necessary to the performance of Contractor's duties under this Agreement.

5.02. **Place of Work.** Client agrees to secure and furnish suitable space for use by Contractor while performing the above-described services. Suitable space includes chairs, tables and other appropriate furniture, arranged as prescribed in communication from Contractor prior to the Workshop date.

5.03. **Participant Communications.** Client will be responsible for communicating the location, dates, and time of the Workshop to its employees and others who will participate in the training.

5.04. **Policies.** Client acknowledges that Contractor is not making any policy decisions for Client. Client shall be solely responsible for ensuring that its policies and business processes fully comply with Federal, state and local laws, rules, and regulations. Client shall retain full responsibility for and hold harmless Contractor from the results of any such policy decision.

ARTICLE 6. INDEMNIFICATION; RISK ALLOCATION

6.01. Indemnification.

(a) Contractor agrees to indemnify and save harmless Client, from and against any losses, damages, claims, demands, suits, liabilities, and expenses (including reasonable attorneys' fees) (collectively, "**Losses**") that arise out of or result from Contractor's breach of this Agreement, except if caused by the negligence or willful misconduct of Client or Client's breach of this Agreement.

(b) Client agrees to indemnify and save harmless Contractor, from and against any Losses that arise out of or result from Client's breach of this Agreement, except if caused by the negligence or willful misconduct of Contractor or Contractor's breach of this Agreement.

6.02. **DISCLAIMER.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW, CONTRACTOR, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, PARENT, SUBSIDIARIES, AFFILIATES, OR SUPPLIERS, HEREBY DISCLAIM ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ACCURACY OF INFORMATIONAL CONTENT. CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF CONTRACTOR, WHETHER ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, OR OTHER COMMON LAW OR STATUTORY THEORY OF RECOVERY, INCLUDING ATTORNEY'S FEES AND COSTS AND EXPERT WITNESS FEES AND COSTS, SO THAT THE AGGREGATE LIABILITY OF CONTRACTOR SHALL NOT EXCEED THE AMOUNT OF THE SERVICES FEE. IT IS INTENDED THIS LIMITATION APPLY TO ANY AND ALL LIABILITY OR CAUSE OF ACTION HOWEVER ALLEGED OR ARISING, UNLESS OTHERWISE PROHIBITED BY LAW, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, BREACH OF CONTRACT, OR ANY OTHER CLAIM WHETHER IN TORT, CONTRACT OR EQUITY.

ARTICLE 7. TERMINATION OF AGREEMENT

7.01. **Termination.** Either party may terminate this Agreement at any time by giving 30 days advance written notice to the other party. Unless otherwise terminated as provided in this Agreement, this Agreement will continue in force until the Services provided for in this Agreement have been fully and completely performed.

7.02. **Termination For Cause.** This Agreement will terminate automatically on the occurrence of any of the following events:

- (a) Bankruptcy or insolvency of either party.
- (b) Sale of the business of either party.
- (c) Default by either party of a term or obligation under this Agreement, in which such default has not been cured within 15 days written notice to the defaulting party describing the default.

7.03. **Effect of Termination.** Upon the termination of this Agreement, Client shall pay to Consultant all fees due and owing up to and including the termination effective date. In addition,

upon termination of this Agreement, Client shall return to Contractor any Confidential Information that remains in Client's possession as of the termination effective date.

ARTICLE 8. CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY

8.01. Client agrees and acknowledges that Contractor's Services and related training materials contain proprietary and confidential information embodying certain exceptionally valuable trade secrets of Contractor and its licensors that shall be disclosed to Client in confidence. **"Confidential Information"** means any non-public information, technical data, trade secrets or know-how (including, but not limited to, information relating to data, research, products, copyrighted materials belonging to Contractor's suppliers, formulas, processes, techniques, services, developments, inventions, engineering, pricing, internal procedures, finances, employees and business opportunities) whether having existed, now existing, or to be developed or created in the future, whether tangible or intangible, and whether or how stored, compiled or memorialized physically, electronically, graphically, photographically or in writing.

8.02. Client shall hold in strictest confidence any Confidential Information of Contractor disclosed or made available pursuant to this Agreement and safeguard such Confidential Information with the utmost degree of care (but in any event with at least the same standard of care that Client uses to protect its own confidential and proprietary information), without regard to the expiration or termination of this Agreement. Client shall not use any Confidential Information received from Contractor except as expressly permitted under this Agreement, and Client shall not disclose any such Confidential Information to any third party (except to Client's employees and only on a "need to know" basis and subject to their being bound to protect the confidentiality of the Confidential Information on terms comparable to those contained in this Agreement) without Contractor's prior written consent, unless required to do so by court order or other operation of law, and then only subject to prompt notice to Contractor and reasonable cooperation with Client, if applicable, to allow Client to secure an appropriate protective order.

8.03. Client acknowledges that Confidential Information may contain trade secrets that derive independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from their disclosure or use. The Parties acknowledge that unauthorized use of Confidential Information will diminish the value of such information and will cause substantial and irreparable damage to Contractor and its licensors, and that the remedies generally available at law may be inadequate. Accordingly, a breach of this Section 8 shall entitle Contractor to equitable relief to protect its interest herein, including injunctive relief.

8.04. Client hereby acknowledges that Contractor is the exclusive owner of all rights, title, and interest in and to, or authorized licensee of, all Intellectual Property Rights in its training materials, including without limitation, the content thereof and in the ideas and concepts embodied therein, and in any and all copies, modifications, alterations and enhancements to the Intellectual Property Rights, including any derivative works resulting therefrom. **"Intellectual Property Rights"** means any and all now known or hereafter devised rights under any intellectual property law or regulation in any jurisdiction throughout the world, whether tangible or intangible, including without limitation copyrights, trademark and trade name rights and similar rights, trade secret rights, patents, designs, algorithms and other industrial property rights, whether arising by operation of law, contract, license, or otherwise, and all registrations, initial applications, renewals, extensions, continuations, issuances, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing), Confidential Information and trade secrets, and the waiver of any "moral rights" associated with such rights. Except as

set forth herein, Client will not acquire any rights in or to any of the Intellectual Property Rights of Contractor, nor will it take any action that may adversely affect or impair Contractor's, or its licensor's, rights, title, and interest in or to their Intellectual Property Rights. Nothing herein shall be construed to effect any transfer of ownership.

ARTICLE 9. GENERAL PROVISIONS

9.01. This Agreement, and any amendments thereto, constitutes the complete and entire agreement between Contractor and Client and supersedes and merges all previous communications, oral or written, and all other communications between Contractor and Client relating to the subject matter hereof.

9.02. If any provision of this Agreement is held invalid or unenforceable by a court having jurisdiction over the Parties, the Parties agree that the invalid or unenforceable provision shall be replaced with a valid provision which most closely approximates the intent and economic effect of the original provision.

9.03. Any failure by Contractor to enforce or exercise any provision of the Agreement or related right shall not constitute a waiver of that right or provision.

9.04. The Parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the Parties based upon this Agreement.

9.05. All notices and other communications under this Agreement shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid or when received if sent by overnight courier. All notices shall be directed to the Parties at the respective addresses set forth above or to such other address as either Party may, from time to time, designate by notice to the other Party.

9.06. Neither Party shall be liable for any non-performance due to any Force Majeure or similar causes, and such failure shall not constitute a breach of this Agreement. **"Force Majeure"** as used herein shall include, without limitation, fires, floods, earthquakes, other acts of God, explosion, strikes and other labor disputes, riots and civil disturbances, war, interruptions of power, plague, epidemic, pandemic, outbreaks of infectious diseases, or any other public health crisis, including quarantine or other person-to-person restrictions, and any other similar or dissimilar event or occurrence not within the reasonable control of the Party. The foregoing shall not apply to Client's payment obligations hereunder.

9.07. Those sections that by their very nature survive the expiration or termination of the Agreement, shall survive the termination or expiration of this Agreement.

9.08. This Agreement may be executed in multiple counterparts (including by electronic or .pdf signature) each of which shall be considered one in the same.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Key2Ed, Inc.

[CLIENT]



Printed Name: Robin O'Shea

Printed Name: _____

Title: Co-Owner

Title: _____

Date: 5/7/25

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 6, 2025**

INDEPENDENT CONTRACTOR AGREEMENT WITH KEY2ED, INC.

Background

Key2Ed, Inc. is recognized as the authority on facilitating family and school partnerships. They conduct workshops for educators and special education staff about conflict prevention and resolution through IEP meeting facilitation. Participants learn to guide IEP teams to agree on appropriate and effective IEPs, channel communication to build a mutual understanding based on respect, create agreements based on full participation of all members, generate informed discussions, and prevent, reduce, and resolve conflict.

Key2Ed, Inc. will offer workshops for district special education staff to practice facilitation tools and techniques in actual simulations to provide feedback and coaching.

This agreement will be effective July 1, 2025-June 30, 2026.

Financial Impact

Budgeted Special Education funds, NTE: \$34,400

Administrator

Renee Gray, Assistant Superintendent, Student Support Services
Gwen Redira, Director, Special Education

AGREEMENT FOR IN PERSON SERVICES

THIS AGREEMENT FOR SERVICES (this “**Agreement**”) is made and entered into 1st of July, 2025 (the “**Effective Date**”), by and between Placentia Yorba Linda USD, a CA school district, having its principal offices located at 1301 E Orangethorpe Ave, Placentia, CA 92870, (“**Client**”), and Key2Ed, Inc. (“**Contractor**”), an independent contractor, with a principal place of business at 6501 E. Greenway Pkwy. #103-418, Scottsdale, AZ 85254 (each, a “**Party**” and collectively, the “**Parties**”).

RECITALS

WHEREAS, Contractor has agreed to perform professional staff development for Client by providing Contractor’s workshop entitled “Conflict Prevention and Resolution Through IEP Meeting Facilitation”, and/or other training modules as Client and Contractor may agree (the “**Services**”).

NOW THEREFORE, in consideration of the mutual promises herein, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1. TERM OF CONTRACT

1.01. This Agreement will commence upon the Effective Date, specified above, and shall continue in effect until the Services provided for in this Agreement have been performed or until terminated as provided in this Agreement.

ARTICLE 2. SERVICES TO BE PERFORMED BY CONTRACTOR

2.01. **Specific Services.** Contractor agrees to perform the Services for Client. The Services will be held for 2 consecutive days in duration in which Contractor shall provide on-site training (the “**Workshop**”). The date for the Workshop will be scheduled on August 12-13, 2025 and August 14-15, 2025 Client shall ensure that the number of participants attending the Workshop is no more than 30, unless otherwise agreed in writing by the Parties.

2.02. **Method of Performing Services.** Contractor will determine the method, details, and means of performing the above-described Services.

2.03. **Status of Contractor.** Nothing contained in this Agreement, or any document executed in connection with this Agreement shall be construed to create an employer-employee, partnership or joint venture relationship between Client and Contractor. Contractor’s employees or consultants are independent contractors and not employees of Client. All sums subject to deductions, if any, required to be withheld and/or paid under any applicable state, federal or local laws shall be Contractor’s sole responsibility. Contractor agrees it is not entitled to the rights or benefits afforded to Client’s employees, including disability or unemployment insurance, workers’ compensation, medical insurance, sick leave, or any other employment benefit.

2.04. **Payment of Income Taxes.** Contractor is responsible for paying, when due, all income taxes, including estimated taxes, incurred as a result of the compensation paid by Client to Contractor for the Services under this Agreement. On request, Contractor will provide Client with proof of timely payment.

2.05. **Use of Employees or Subcontractors.** Contractor may, at Contractor's own expense, use any employees or subcontractors as Contractor deems necessary to perform the Services required of Contractor by the Agreement. Client may not control, direct, or supervise Contractor's employees or subcontractors in the performance of those Services.

ARTICLE 3. COMPENSATION

3.01. **Services Fee.** In consideration for the Services to be performed by Contractor, Client agrees to pay Contractor \$17,200 for each class with a total of \$34,400.00 (the "**Services Fee**").

3.02. **Date for Payment of Compensation.** For Services rendered under this Agreement, Client agrees to pay Contractor the Services Fee upon Contractor's completion of the Workshop. Contractor will submit to Client an invoice and Client agrees to pay the amount due to Contractor within 30 days of receipt of the invoice.

ARTICLE 4. OBLIGATIONS OF CONTRACTOR

4.01. **Non-Exclusive Relationship.** This Agreement is not intended to create an exclusive relationship between the Parties. Accordingly, Contractor shall be free to perform services for other entities, and Client shall be free to engage the similar services of other vendors.

4.02. **Suitable Place for Services; Workshop Materials.** Contractor will perform the Services under this Agreement at the location provided by Client pursuant to Section 5.02. Contractor will supply all materials and equipment required to perform the Services under this Agreement.

4.03. **Contractor's Qualifications.** Contractor represents that its employees or consultants providing the Services to Client will possess the qualifications and skills necessary to perform the Services under this Agreement. Contractor shall have complete and sole discretion for the manner in which the Services under this Agreement will be performed.

ARTICLE 5. OBLIGATIONS OF CLIENT

5.01. **Cooperation of Client.** Client agrees to comply with all reasonable requests of Contractor necessary to the performance of Contractor's duties under this Agreement.

5.02. **Place of Work.** Client agrees to secure and furnish suitable space for use by Contractor while performing the above-described services. Suitable space includes chairs, tables and other appropriate furniture, arranged as prescribed in communication from Contractor prior to the Workshop date.

5.03. **Participant Communications.** Client will be responsible for communicating the location, dates, and time of the Workshop to its employees and others who will participate in the training.

5.04. **Policies.** Client acknowledges that Contractor is not making any policy decisions for Client. Client shall be solely responsible for ensuring that its policies and business processes fully comply with Federal, state and local laws, rules, and regulations. Client shall retain full responsibility for and hold harmless Contractor from the results of any such policy decision.

ARTICLE 6. INDEMNIFICATION; RISK ALLOCATION

6.01. Indemnification.

(a) Contractor agrees to indemnify and save harmless Client, from and against any losses, damages, claims, demands, suits, liabilities, and expenses (including reasonable attorneys' fees) (collectively, "**Losses**") that arise out of or result from Contractor's breach of this Agreement, except if caused by the negligence or willful misconduct of Client or Client's breach of this Agreement.

(b) Client agrees to indemnify and save harmless Contractor, from and against any Losses that arise out of or result from Client's breach of this Agreement, except if caused by the negligence or willful misconduct of Contractor or Contractor's breach of this Agreement.

6.02. **DISCLAIMER.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW, CONTRACTOR, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, PARENT, SUBSIDIARIES, AFFILIATES, OR SUPPLIERS, HEREBY DISCLAIM ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ACCURACY OF INFORMATIONAL CONTENT. CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF CONTRACTOR, WHETHER ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, OR OTHER COMMON LAW OR STATUTORY THEORY OF RECOVERY, INCLUDING ATTORNEY'S FEES AND COSTS AND EXPERT WITNESS FEES AND COSTS, SO THAT THE AGGREGATE LIABILITY OF CONTRACTOR SHALL NOT EXCEED THE AMOUNT OF THE SERVICES FEE. IT IS INTENDED THIS LIMITATION APPLY TO ANY AND ALL LIABILITY OR CAUSE OF ACTION HOWEVER ALLEGED OR ARISING, UNLESS OTHERWISE PROHIBITED BY LAW, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, BREACH OF CONTRACT, OR ANY OTHER CLAIM WHETHER IN TORT, CONTRACT OR EQUITY.

ARTICLE 7. TERMINATION OF AGREEMENT

7.01. **Termination.** Either party may terminate this Agreement at any time by giving 30 days advance written notice to the other party. Unless otherwise terminated as provided in this Agreement, this Agreement will continue in force until the Services provided for in this Agreement have been fully and completely performed.

7.02. **Termination For Cause.** This Agreement will terminate automatically on the occurrence of any of the following events:

- (a) Bankruptcy or insolvency of either party.
- (b) Sale of the business of either party.
- (c) Default by either party of a term or obligation under this Agreement, in which such default has not been cured within 15 days written notice to the defaulting party describing the default.

7.03. **Effect of Termination.** Upon the termination of this Agreement, Client shall pay to Consultant all fees due and owing up to and including the termination effective date. In addition, upon termination of this Agreement, Client shall return to Contractor any Confidential Information that remains in Client's possession as of the termination effective date.

ARTICLE 8. CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY

8.01. Client agrees and acknowledges that Contractor's Services and related training materials contain proprietary and confidential information embodying certain exceptionally valuable trade secrets of Contractor and its licensors that shall be disclosed to Client in confidence. **"Confidential Information"** means any non-public information, technical data, trade secrets or know-how (including, but not limited to, information relating to data, research, products, copyrighted materials belonging to Contractor's suppliers, formulas, processes, techniques, services, developments, inventions, engineering, pricing, internal procedures, finances, employees and business opportunities) whether having existed, now existing, or to be developed or created in the future, whether tangible or intangible, and whether or how stored, compiled or memorialized physically, electronically, graphically, photographically or in writing.

8.02. Client shall hold in strictest confidence any Confidential Information of Contractor disclosed or made available pursuant to this Agreement and safeguard such Confidential Information with the utmost degree of care (but in any event with at least the same standard of care that Client uses to protect its own confidential and proprietary information), without regard to the expiration or termination of this Agreement. Client shall not use any Confidential Information received from Contractor except as expressly permitted under this Agreement, and Client shall not disclose any such Confidential Information to any third party (except to Client's employees and only on a "need to know" basis and subject to their being bound to protect the confidentiality of the Confidential Information on terms comparable to those contained in this Agreement) without Contractor's prior written consent, unless required to do so by court order or other operation of law, and then only subject to prompt notice to Contractor and reasonable cooperation with Client, if applicable, to allow Client to secure an appropriate protective order.

8.03. Client acknowledges that Confidential Information may contain trade secrets that derive independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from their disclosure or use. The Parties acknowledge that unauthorized use of Confidential Information will diminish the value of such information and will cause substantial and irreparable damage to Contractor and its licensors, and that the remedies generally available at law may be inadequate. Accordingly, a breach of this Section 8 shall entitle Contractor to equitable relief to protect its interest herein, including injunctive relief.

8.04. Client hereby acknowledges that Contractor is the exclusive owner of all rights, title, and interest in and to, or authorized licensee of, all Intellectual Property Rights in its training materials, including without limitation, the content thereof and in the ideas and concepts embodied therein, and in any and all copies, modifications, alterations and enhancements to the Intellectual Property Rights, including any derivative works resulting therefrom. **"Intellectual Property Rights"** means any and all now known or hereafter devised rights under any intellectual property law or regulation in any jurisdiction throughout the world, whether tangible or intangible, including without limitation copyrights, trademark and trade name rights and similar rights, trade secret rights, patents, designs, algorithms and other industrial property rights, whether arising by operation of law, contract, license, or otherwise, and all registrations, initial applications, renewals, extensions, continuations, issuances, divisions or reissues thereof

now or hereafter in force (including any rights in any of the foregoing), Confidential Information and trade secrets, and the waiver of any “moral rights” associated with such rights. Except as set forth herein, Client will not acquire any rights in or to any of the Intellectual Property Rights of Contractor, nor will it take any action that may adversely affect or impair Contractor’s, or its licensor’s, rights, title, and interest in or to their Intellectual Property Rights. Nothing herein shall be construed to effect any transfer of ownership.

ARTICLE 9. GENERAL PROVISIONS

9.01. This Agreement, and any amendments thereto, constitutes the complete and entire agreement between Contractor and Client and supersedes and merges all previous communications, oral or written, and all other communications between Contractor and Client relating to the subject matter hereof.

9.02. If any provision of this Agreement is held invalid or unenforceable by a court having jurisdiction over the Parties, the Parties agree that the invalid or unenforceable provision shall be replaced with a valid provision which most closely approximates the intent and economic effect of the original provision.

9.03. Any failure by Contractor to enforce or exercise any provision of the Agreement or related right shall not constitute a waiver of that right or provision.

9.04. The Parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the Parties based upon this Agreement.

9.05. All notices and other communications under this Agreement shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid or when received if sent by overnight courier. All notices shall be directed to the Parties at the respective addresses set forth above or to such other address as either Party may, from time to time, designate by notice to the other Party.

9.06. Neither Party shall be liable for any non-performance due to any Force Majeure or similar causes, and such failure shall not constitute a breach of this Agreement. **“Force Majeure”** as used herein shall include, without limitation, fires, floods, earthquakes, other acts of God, explosion, strikes and other labor disputes, riots and civil disturbances, war, interruptions of power, plague, epidemic, pandemic, outbreaks of infectious diseases, or any other public health crisis, including quarantine or other person-to-person restrictions, and any other similar or dissimilar event or occurrence not within the reasonable control of the Party. The foregoing shall not apply to Client’s payment obligations hereunder.

9.07. Those sections that by their very nature survive the expiration or termination of the Agreement, shall survive the termination or expiration of this Agreement.

9.08. This Agreement may be executed in multiple counterparts (including by electronic or .pdf signature) each of which shall be considered one in the same.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Key2Ed, Inc.

[CLIENT]



Printed Name: Robin O'Shea

Printed Name: _____

Title: Co-Owner

Title: _____

Date: 7/1/25

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 6, 2025**

**INCREASE INDEPENDENT CONTRACTOR AGREEMENT WITH DR. ROBIN MORRIS DBA
RBY5PSYCHOLOGICAL SERVICES**

Background

According to the requirements of 34 Code of Federal Regulations (CFR) §300.502, a student with a disability has the right to obtain an Independent Education Evaluation (IEE) at the public’s expense if the parent disagrees with an evaluation obtained by the public agency. The LEA has the option to either fund the IEE or file a due process hearing against the family. In this case, the IEE is being funded due to some compliance portions of the assessment.

Dr. Robin Morris is a provider of psychological educational assessment and/or services for special education student(s). An increase in the budgeted amount is requested to accommodate additional assessment services.

Original Authorized Amount	\$12,800
Requested Increase in Authorized Amount	<u>\$6,000</u>
Total Authorized Amount	\$18,800

This agreement will be effective from May 7, 2025, 2024-June 30, 2025.

Financial Impact

Budgeted Special Education funds, NTE: \$6,000

Administrator

Renee Gray, Assistant Superintendent, Student Support Services
Gwen Redira, Director, Special Education

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

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

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

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

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

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

CONSULTANT:

Name of Vendor: _____
Is individual retired from Cal STRS: Yes _____ No _____
from CalPERS: Yes _____ No _____ If yes, date retired: _____
Signature: _____
Phone #: _____
Fax #: _____
Date: _____
Social Security/Tax ID _____

DISTRICT:

Placentia-Yorba Linda Unified School District
By: _____
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.

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 6, 2025**

**INDEPENDENT CONTRACTOR AGREEMENT WITH NATALIE HIGGINS DBA HARMONY
AUDITORY-VERBAL THERAPY**

Background

According to the requirements of 34 Code of Federal Regulations (CFR) §300.502, a student with a disability has the right to obtain an Independent Education Evaluation (IEE) at the public's expense if the parent disagrees with an evaluation obtained by the public agency. The LEA has the option to either fund the IEE or file a due process hearing against the family. In this case, the IEE is being funded due to some compliance portions of the assessment.

Natalie Higgins dba Harmony Auditory-verbal Therapy is a specialist in auditory-verbal therapy (AVT) for students who are deaf and hard of hearing with cochlear implants. The services of this provider are being requested as they are legally required through the mandated special education plan.

This agreement will be effective July 1, 2025-June 30, 2026.

Financial Impact

Budgeted Special Education funds, NTE: \$10,000

Administrator

Renee Gray, Assistant Superintendent, Student Support Services

Gwen Redira, Director, Special Education

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

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

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

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

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

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

CONSULTANT:

Name of Vendor: _____

Is individual retired from Cal STRS: Yes _____ No _____

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

Signature: _____

Phone #: _____

Fax #: _____

Date: _____

Social Security/Tax ID _____

DISTRICT:

Placentia-Yorba Linda Unified School District

By: _____

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.

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 6, 2025**

INDEPENDENT CONTRACTOR AGREEMENT WITH PATRICIA K. HOULIHAN

Background

Patrician K. Houlihan provides consultation and training to staff for students who have multiple disabilities. This contractor is an intervener for students who are deaf and blind and have extensive needs. An intervener is a very specially trained individual who assists students who are deaf/blind by helping them gather information, develop and use communication skills, and establish relationships.

This agreement will be effective July 1, 2025-June 30, 2026.

Financial Impact

Budgeted Special Education funds, NTE: \$6,000

Administrator

Renee Gray, Assistant Superintendent, Student Support Services
Gwen Redira, Director, Special Education

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

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

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

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

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

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

CONSULTANT:

Name of Vendor: _____

Is individual retired from Cal STRS: Yes _____ No _____

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

Signature: _____

Phone #: _____

Fax #: _____

Date: _____

Social Security/Tax ID _____

DISTRICT:

Placentia-Yorba Linda Unified School District

By: _____

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.

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 6, 2025**

INDEPENDENT CONTRACTOR AGREEMENT WITH HANNA INTERPRETING SERVICES, LLC

Background

Hanna Interpreting Services provides interpreting services in a variety of languages and are specifically trained in providing for special education meetings. Per Cal. Ed. Code Sec. 56341.5(i) parents must be provided with an interpreter to meaningfully participate in and understand all discussions during the IEP meeting.

This agreement will be effective July 1, 2025-June 30, 2026.

Financial Impact

Budgeted Special Education funds, NTE: \$40,000

Administrator

Renee Gray, Assistant Superintendent, Student Support Services
Gwen Redira, Director, Special Education

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

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

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

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

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

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

CONSULTANT:

Name of Vendor: _____
Is individual retired from Cal STRS: Yes _____ No _____
from CalPERS: Yes _____ No _____ If yes, date retired: _____
Signature: _____
Phone #: _____
Fax #: _____
Date: _____
Social Security/Tax ID _____

DISTRICT:

Placentia-Yorba Linda Unified School District
By: _____
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.

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

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 6, 2025**

**INDEPENDENT CONTRACTOR AGREEMENT WITH FAMILY CRISIS INTERNATIONAL YOUTH
ASSISTANCE, INC. DBA WEST SHIELD ADOLESCENT SERVICES**

Background

This is a provider of transportation services for special education students. When a student's Individualized Education Program (IEP) plan reflects the most intensive placement in an out-of-district/state program, this contractor can safely provide transportation to the agreed-upon and legally mandated IEP placement.

This agreement will be effective July 1, 2025-June 30, 2026.

Financial Impact

Budgeted Special Education funds, NTE: \$30,000

Administrator

Renee Gray, Assistant Superintendent, Student Support Services

Gwen Redira, Director, Special Education

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

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

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

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

- _____
- _____
2. The Consultant/Contractor will commence providing services under this **AGREEMENT** on _____, and will diligently perform as required and complete performance by _____. The Consultant/Contractor will perform said services as an independent Consultant/Contractor and not as an employee of the District. Consultant/Contractor shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.
3. The District will prepare and furnish to the Consultant/Contractor upon request such information as is reasonably necessary to the performance of this **AGREEMENT**.
4. The District shall pay the Consultant/Contractor the total amount of \$ _____ for services rendered pursuant to this **AGREEMENT**. Payment shall be made after approval of the Board, completion of service, and submission of an invoice in duplicate to the District 30 days in advance of each payment due date. Receipts for expense reimbursement are required.
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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: _____

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.

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 6, 2025**

INDEPENDENT CONTRACTOR AGREEMENT WITH THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, DBA UNIVERSITY OF CALIFORNIA, SAN DIEGO HEALTH SERVICES

Background

The district participates in LEA Medi-Cal billing in order to recoup funding for Medi-Cal billable services. To participate in this program, some of the eligible services require a review and a written prescription by a medical doctor. This medical review and prescription service is provided by Dr. Howard Taras through UC San Diego Health Services.

The funding we recover from the Medi-Cal billing program can provide support and materials for students with special needs.

This agreement will be effective July 1, 2025-June 30, 2026.

Financial Impact

Budgeted Special Education funds, NTE: \$2,000

Administrator

Renee Gray, Assistant Superintendent, Student Support Services
Gwen Redira, Director, Special Education

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

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

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

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

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

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

CONSULTANT:

Name of Vendor: _____

Is individual retired from Cal STRS: Yes _____ No _____

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

Signature: _____

Phone #: _____

Fax #: _____

Date: _____

Social Security/Tax ID _____

DISTRICT:

Placentia-Yorba Linda Unified School District

By: _____

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.

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 6, 2025**

MASTER CONTRACT NON-PUBLIC AGENCY (NPA) AGREEMENT WITH VERBAL BEHAVIOR ASSOCIATES

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.

Verbal Behavior Associates provides services including assessment, intervention, staff, and parent training, as well as ongoing monitoring of students with the most intensive behavioral needs. They also provide support with the district's training of registered behavior technicians (RBTs).

This agreement will be effective July 1, 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

*Verbal Behavior Associates
14251 Danielson Street
Poway, CA 92064*

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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 Placentia-Yorba Linda Unified School District (hereinafter referred to as “District” or local educational agency “LEA”) and **Verbal Behavior Associates** (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.

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 his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and the LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and the LEA. CONTRACTOR shall provide to the LEA any and all assessments (including testing protocols) and written assessment reports created by CONTRACTOR and any of its agents or subcontractors, upon request. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

If the CONTRACTOR or LEA is unable to convince the parent or guardian that the parent or guardian should attend the IEP, CONTRACTOR shall maintain a written record of its attempts to arrange a mutually agreed-upon time and place. The CONTRACTOR and LEA shall also take any

action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of considering a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or unless an interim alternative educational placement is deemed lawful and appropriate by the LEA or OAH.

33. SURROGATE PARENTS

CONTRACTOR shall comply with state and federal laws and regulations regarding assigning surrogate parents to LEA students.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including alternative dispute resolution, mediations and hearings, as requested by the LEA. CONTRACTOR shall also fully participate in the investigation of any complaint filed with the State of California, the Office for Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/IFSP as well as directing CONTRACTOR staff to be available to obtain information and/or prepare for an investigation or due process hearing.

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Special Education Compliance Compliant procedures pursuant to Title 5 of the California Code of Regulations section 3200 et seq.; (2) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (3) Nondiscrimination policies pursuant to Title 5 of the California Code of Regulations section 4960 (a); (4) Sexual Harassment Policies pursuant to California Education Code 231.5(a)(b)(c); (5) Student Grievance Procedure pursuant to Title IX 34 CFR sections 106.8 (a)(d) and 106.9 (a); and (6) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPAA). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to any LEA student and provide LEA with all documentation related to the complaint(s) and/or CONTRACTOR's investigation of complaints, including any and all reports generated as a result of an investigation.

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

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

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

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

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

CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings, unless the LEA agrees in writing prior to the completion of any work. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall assign grades and prepare transcripts at the close of each semester, or upon LEA student transfer, for each LEA student in grades nine (9) through twelve (12) inclusive, including students eligible for a diploma in accordance with Education Code section 51225.31. CONTRACTOR shall submit all transcripts to the LEA Director of Special Education for evaluation of progress toward completion of diploma requirements as specified by LEA.

38. LEA STUDENT CHANGE OF RESIDENCE

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

whether the student's IEP provides for an assistive technology device for use outside of the school setting. If the student's IEP provides an assistive technology device for use outside of the school setting then the student shall continue to be provided an assistive technology device for use outside the school setting until alternative arrangements are made or until two (2) months have elapsed from the date the student ceased to be enrolled in the LEA, whichever occurs first (Education Code section 56040.3). For foster youth, the definition of school of origin includes placement in a nonpublic school (Education Code sections 48853.5(g)(3) and 48204(a)(2)).

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

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall immediately report, by telephone and e-mail, to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call in writing via e-mail or other written notification to the LEA Director of Special Education and submit to the LEA and the Department of Education, if required, within five (5) business days of the withdrawal.

40. PARENT ACCESS

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

CONTRACTOR, if operating a program with a residential component, shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

CONTRACTOR shall notify LEA in writing of any verbal and/or written concern/problem reported to a student's parent during parental access to CONTRACTOR'S facilities that would impact implementation of the student's IEP or offer of a FAPE.

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with Penal Code section 627.1 et seq., as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

It is understood that the public school credentialed classroom teacher is responsible for the educational program.

It is understood that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the Master Contract.

CONTRACTOR, if providing services in a student's home as specified in the ISA, shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present during the provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the nonpublic school/nonpublic agency service provider. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS

If CONTRACTOR is a licensed children's institution, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq. CONTRACTOR shall comply with all monitoring requirements set forth in Section 44 below.

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

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

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

43. STATE MEAL MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49500 et seq., 49530 et seq., 49550 et seq., and Assembly Bill 130 (2021).

LEA at its sole discretion may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by another local school district.

CONTRACTOR acknowledges that the LEA does not receive any state or federal reimbursement for any meals CONTRACTOR provides to LEA students and that CONTRACTOR is only eligible to receive direct reimbursement if it is an approved site under the National School Lunch Program.

In the event the LEA requests CONTRACTOR to provide meals to LEA students, CONTRACTOR will provide breakfast and lunch to LEA students in compliance with the meal pattern requirements under the School Breakfast Program and National School Lunch Program nutritional standards. LEA shall reimburse CONTRACTOR for each meal made available at a mutually agreed upon rate. In the event CONTRACTOR is unable to provide meals, the LEA and CONTRACTOR will work collaboratively to find a solution. In the event CDE determines that meals do not need to be provided, this paragraph shall not apply.

CONTRACTOR shall maintain all documentation of meals provided to LEA students. CONTRACTOR shall comply with record keeping requirements under the School Breakfast Program and National School Lunch Program or LEA template. Upon request, CONTRACTOR shall provide copies of any such records to LEA. CONTRACTOR shall also allow LEA to conduct site monitoring visits as deemed necessary by the LEA.

If CONTRACTOR uses a third-party vendor to provide meals, CONTRACTOR will assure that the third-party vendor agrees to comply with all meal pattern requirements of the School Breakfast Program and National School Lunch Program nutritional standards. Upon request, CONTRACTOR shall provide LEA with any contracts it has with third-party vendors providing meals for students.

CONTRACTOR shall provide LEA with at least 30 days prior written notice of any change in its status under the National School Lunch Program/State Meal Mandate and shall work collaboratively with LEA to ensure that each eligible student receives required meals.

44. MONITORING

When CONTRACTOR is a nonpublic school, the LEA (or SELPA) shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and CONTRACTOR, a review of progress the pupil is making toward the goals set forth in the pupil's individualized education program, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA (or SELPA) shall conduct an onsite visit to CONTRACTOR before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

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

If CONTRACTOR is also an LCI, the LEA or its SELPA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

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

CONTRACTOR shall fully participate in any LEA and CDE compliance review, including any On-Site and Self Review and if applicable, District Validation Review. This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by the LEA. CONTRACTOR shall conduct any follow-up or corrective action procedures requested by LEA or CDE related to such compliance review.

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

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card in accordance with California Education Code section 33126.

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1, 35021.2 and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as “CDOJ”) and clearance from the Federal Bureau of Investigation (hereinafter referred to as “FBI”) for all of CONTRACTOR’s employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR’s employees and volunteers who will have or likely may have direct contact with LEA students shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to the LEA that none of its employees, volunteers, or subcontractors who will have or likely may have any direct contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee’s conviction of a violent or serious felony, the employee has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3051, 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or

credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a nonpublic school, the administrator of the nonpublic school shall hold or currently be in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities; (B) A pupil personnel services credential that authorizes school counseling or psychology; (C) A license as a clinical social worker issued by the Board of Behavioral Sciences; (D) A license in psychology regulated by the Board of Psychology; (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation; (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator; (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences; (H) A license as an educational psychologist issued by the Board of Behavioral Sciences; or (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a CDE certified NPS program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

47. CALSTRS OR PERS RETIREMENT REPORTING

CONTRACTOR understands that the LEA is required to report all monies paid under this agreement to the local county office of education or as otherwise required by law. Neither LEA nor CONTRACTOR shall have a duty to monitor wages of CalSTRS or PERS retirees to ensure that their earnings are within the limitation prescribed by these or any other retirement system. Neither LEA nor CONTRACTOR shall be liable if CONTRACTOR'S agent(s), officer(s) or employee(s) exceeds a retirement system's earnings limitation and is reinstated to employment or required to repay retirement benefits. CONTRACTOR agrees to cooperate with LEA should any notices be provided under this provision.

48. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to the LEA a staff list, and copies of all current and required licenses, certifications, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by CONTRACTOR and all individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. The LEA may file all licenses, certifications, credentials, permits or other documents with the office of the County Superintendent of Schools. CONTRACTOR shall notify the LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall immediately, and in no circumstances longer than five (5) business days, provide to the LEA updated information regarding the status of licenses, certifications, credentials, permits and/or other documents of any known changes. Failure to provide properly qualified personnel to provide services as specified in a LEA student's IEP shall be cause for termination of the Master Contract.

49. STAFF ABSENCE

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

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

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

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the instructional program, and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

For services provided outside of a pupil's school or in a pupil's home, as specified in the IEP, CONTRACTOR shall ensure that at least one parent of the pupil or an LEA-approved responsible adult is present during the provision of services. As used in this provision, the term "services" shall not apply to field trips or community based instruction taking place outside of the school. All problems and/or concerns reported to parents, both verbal and written shall also be reported to the LEA.

HEALTH AND SAFETY MANDATES

51. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et seq., 49406, and Health and Safety Code section 121525 regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to the LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

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

52. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities is required to comply with applicable federal, state, and local laws, regulations, and ordinances. CONTRACTOR shall maintain a school site safety plan incorporating disaster procedures, routine and emergency crisis response plan, including adaptations for pupils with disabilities.

53. ADMINISTRATION OF MEDICATION

Unless otherwise set forth in the student's ISA, CONTRACTOR shall comply with the requirements of California Education Code section 49423 and Title 5 of the California Code of Regulations section 600 et seq. when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to

administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to the LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders and for securely storing medication. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

54. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours by fax and mail, or electronically, any accident or incident report to the LEA representative specified on Exhibit C, attached hereto and incorporated herein, including any behavior incident or behavior emergency intervention. LEA may specify procedures to be implemented by CONTRACTOR or forms to be submitted by CONTRACTOR related to accident or incident reporting.

CONTRACTOR shall notify LEA in writing, of any pupil-involved incident in which law enforcement was contacted. CONTRACTOR shall provide such written notice no later than one (1) business day after the incident occurred in accordance with Education Code section 56366.1(i).

55. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

56. SEXUAL HARASSMENT/DISCRIMINATION

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

57. REPORTING OF MISSING CHILDREN

CONTRACTOR assures the LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

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

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedure as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program and each related service. Original attendance forms (for example, roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by the LEA during the effective period of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to the LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents may be submitted electronically if requested by LEA and CONTRACTOR has the systems in place to generate the requested documents. The LEA may designate forms for use by CONTRACTOR when submitting invoices. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the ISA or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and the name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

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

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30)

calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by the LEA.

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

59. RIGHT TO WITHHOLD PAYMENT

The LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Master Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

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

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

If the LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for the LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such

notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment, submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, the LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

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

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

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2). CONTRACTOR disagrees with the language of California Education Code section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its right to challenge that provision.

60. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify the LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to the LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually thereafter.

61. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by LEA) substitute. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation

evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student’s IEP or ISA.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of the LEA student’s unexcused absence, CONTRACTOR shall notify the LEA of such absence.

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

In the event a LEA student is chronically absent due to school refusal or other behaviors related to the student’s disability and IEP interventions have been unsuccessful in improving school attendance, CONTRACTOR may request that LEA provide payment for a billable day of attendance related to such absences, on a case-by-case basis given the unique circumstances of the student and the student’s individualized needs. LEA may, in its sole discretion, agree to pay CONTRACTOR for services provided on days that a student’s attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. Any such determination by the LEA must be set forth in writing as a condition for such payment.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR’s service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR’s service providers. The LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and the LEA. In the event services were not provided, reasons for why the services were not provided shall be included. In the event of a service provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a LEA student no later than the fifth consecutive service day of the student’s absence. The LEA shall not be responsible for the payment of services when a student is absent.

62. LEA AND/OR NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by the LEA in accordance with Education Code section 41422 and 46392:

- a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether the LEA is open or closed.
- b. In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing their regular attendance, until an alternative placement can be found and implement LEA student IEPs in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c. In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEPs in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain an alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

If instruction or services, or both, cannot be provided to the student either at school or in person for more than 10 days due to an emergency condition described in Education Code sections 41422 and 46392, CONTRACTOR acknowledges the requirements of Education Code section 56345(a)(9) to provide special education and related services, supplementary aids and services, transition services (as applicable) and ESY (as applicable) as specified in the IEP. When the emergency school closure has ended, CONTRACTOR shall notify the LEA of any lost instructional minutes. CONTRACTOR and LEA shall work collaboratively to determine the need for make up days or service changes, and shall work together to amend the student's IEP and ISA as appropriate.

For any physical school closure in which in-person instruction is restricted due to the coronavirus/COVID-19, CONTRACTOR shall provide instruction in accordance with Education Code section 56345(a)(9) and Exhibit D, attached hereto and incorporated herein.

63. INSPECTION AND AUDIT

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

CONTRACTOR shall provide the LEA access to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers (last four digits unless otherwise required), dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and

canceled checks or facsimile thereof. Such access shall include unannounced inspections by the LEA. CONTRACTOR shall make available to the LEA all budgetary information including operating budgets submitted by CONTRACTOR to the LEA for the relevant contract period being audited.

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

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

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

64. RATE SCHEDULE

The rate schedule attached hereto as Exhibit A and incorporated herein by reference, limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in Paragraph 23 above and Education Code section 46000 et seq.

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

65. DEBARMENT CERTIFICATION

By signing this Agreement, CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local

government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1st day of July 2025 and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provide herein.

CONTRACTOR,
Verbal Behavior Associates

LEA,

Nonpublic School/Agency

By:

By:

Signature

Date

Signature

Date

Don Rosales, Director, Purchasing

Name and Title of Authorized
Representative

Name and Title of Authorized
Representative

Notices to CONTRACTOR shall be addressed to:

Name

Nonpublic School/Agency/Related Service Provider

Address

City

State

Zip

Phone

Fax

Email

Notices to LEA shall be addressed to the designees as set forth on Exhibit C

EXHIBIT A: 2025-2026 RATES

CONTRACTOR _____ CONTRACTOR NUMBER _____ 2025-2026
Verbal Behavior Associates (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 m
exceed _____
Rate _____ Period _____

BID	\$100.00
BID Supervision	\$100.00
Behavior Intervention (BII)	\$59.16
FBA IEE	\$2,400

*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 Av, Placentia, CA 92870

714-985-8664

gredira@pylUSD.org

2. For matters regarding the Administration of the Master Contract including Insurance, Financial, including Payments, notices to LEA shall be delivered to:

Maria Luna Madrigal

Administrative Secretary, Student Support Services

1301 E Orangethorpe Av, Placentia, CA 92870

714-985-8609

mluna@pylUSD.org

AND

Dena Mavritsakis

Account Technician, Special Education Department

1301 E Orangethorpe Av, Placentia, CA 92870

714-985-8660

dmavritsakis@pylUSD.org

3. For matters regarding Behavior Interventions in accordance with Section 30 and Student Discipline in accordance with Section 31, notices to LEA shall be delivered to:

Erin McGowan

Psychologist on Special Assignment

1301 E Orangethorpe Av, Placentia, CA 92870

714-985-8669

emcgowan@pylusd.org

EXHIBIT D

SUPPLEMENT TO SECTION 62 – LEA AND/OR NONPUBLIC SCHOOL CLOSURES AS A RESULT OF COVID-19 AND COMPLIANCE WITH COVID-19 REQUIREMENTS

LEA and CONTRACTOR agree that in-person instruction shall be conducted in accordance with guidelines issued by the California Department of Education (“CDE”), California Department of Public Health (“CDPH”), Centers for Disease Control and Prevention (“CDC”), and Orange County Health Care Agency (“OCHCA”).

In the event a LEA student requests that CONTRACTOR provide virtual instruction, CONTRACTOR shall notify LEA and coordinate with LEA to convene an IEP team meeting to discuss placement and service options for student.

In the event the state or OCHCA mandate a return to distance learning/remote instruction/virtual instruction as a result of COVID-19 during the 2025-2026 school year, LEA and CONTRACTOR agree that any change from in-person instruction **shall be agreed to in writing by LEA and CONTRACTOR.**

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 6, 2025**

**MASTER CONTRACT NON-PUBLIC AGENCY (NPA) AGREEMENT WITH TASHA'S TRAINING
AND CONSULTING DBA TTC4SUCCESS**

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.

TTC4Success supports multiple special education students and provides intensive wraparound services. This intensive level of service may provide counseling, behavior intervention, and/or parent training in order to support a student's access to the educational setting. The service has been determined necessary and is provided through the students' legally mandated Individual Education Program Plan (IEP).

This agreement will be effective July 1, 2025-June 30, 2026.

Financial Impact

Budgeted Special Education funds, NTE: \$35,000

Administrator

Renee Gray, Assistant Superintendent, Student Support Services

Gwen Redira, Director, Special Education

*NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY
SERVICES*

MASTER CONTRACT

2025-2026

*Tasha's Training and Consulting
dba TTC4Success
3615 Waterside Way
Louisville, TN 37777*

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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 Placentia-Yorba Linda Unified School District (hereinafter referred to as “District” or local educational agency “LEA”) and **Tasha’s Training and Consulting dba TTC4Success** (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.

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 his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and the LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and the LEA. CONTRACTOR shall provide to the LEA any and all assessments (including testing protocols) and written assessment reports created by CONTRACTOR and any of its agents or subcontractors, upon request. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

If the CONTRACTOR or LEA is unable to convince the parent or guardian that the parent or guardian should attend the IEP, CONTRACTOR shall maintain a written record of its attempts to arrange a mutually agreed-upon time and place. The CONTRACTOR and LEA shall also take any

action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of considering a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or unless an interim alternative educational placement is deemed lawful and appropriate by the LEA or OAH.

33. SURROGATE PARENTS

CONTRACTOR shall comply with state and federal laws and regulations regarding assigning surrogate parents to LEA students.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including alternative dispute resolution, mediations and hearings, as requested by the LEA. CONTRACTOR shall also fully participate in the investigation of any complaint filed with the State of California, the Office for Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/IFSP as well as directing CONTRACTOR staff to be available to obtain information and/or prepare for an investigation or due process hearing.

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Special Education Compliance Compliant procedures pursuant to Title 5 of the California Code of Regulations section 3200 et seq.; (2) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (3) Nondiscrimination policies pursuant to Title 5 of the California Code of Regulations section 4960 (a); (4) Sexual Harassment Policies pursuant to California Education Code 231.5(a)(b)(c); (5) Student Grievance Procedure pursuant to Title IX 34 CFR sections 106.8 (a)(d) and 106.9 (a); and (6) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPAA). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to any LEA student and provide LEA with all documentation related to the complaint(s) and/or CONTRACTOR's investigation of complaints, including any and all reports generated as a result of an investigation.

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

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

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

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

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

CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings, unless the LEA agrees in writing prior to the completion of any work. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall assign grades and prepare transcripts at the close of each semester, or upon LEA student transfer, for each LEA student in grades nine (9) through twelve (12) inclusive, including students eligible for a diploma in accordance with Education Code section 51225.31. CONTRACTOR shall submit all transcripts to the LEA Director of Special Education for evaluation of progress toward completion of diploma requirements as specified by LEA.

38. LEA STUDENT CHANGE OF RESIDENCE

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

whether the student's IEP provides for an assistive technology device for use outside of the school setting. If the student's IEP provides an assistive technology device for use outside of the school setting then the student shall continue to be provided an assistive technology device for use outside the school setting until alternative arrangements are made or until two (2) months have elapsed from the date the student ceased to be enrolled in the LEA, whichever occurs first (Education Code section 56040.3). For foster youth, the definition of school of origin includes placement in a nonpublic school (Education Code sections 48853.5(g)(3) and 48204(a)(2)).

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

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall immediately report, by telephone and e-mail, to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call in writing via e-mail or other written notification to the LEA Director of Special Education and submit to the LEA and the Department of Education, if required, within five (5) business days of the withdrawal.

40. PARENT ACCESS

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

CONTRACTOR, if operating a program with a residential component, shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

CONTRACTOR shall notify LEA in writing of any verbal and/or written concern/problem reported to a student's parent during parental access to CONTRACTOR'S facilities that would impact implementation of the student's IEP or offer of a FAPE.

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with Penal Code section 627.1 et seq., as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

It is understood that the public school credentialed classroom teacher is responsible for the educational program.

It is understood that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the Master Contract.

CONTRACTOR, if providing services in a student's home as specified in the ISA, shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present during the provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the nonpublic school/nonpublic agency service provider. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS

If CONTRACTOR is a licensed children's institution, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq. CONTRACTOR shall comply with all monitoring requirements set forth in Section 44 below.

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

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

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

43. STATE MEAL MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49500 et seq., 49530 et seq., 49550 et seq., and Assembly Bill 130 (2021).

LEA at its sole discretion may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by another local school district.

CONTRACTOR acknowledges that the LEA does not receive any state or federal reimbursement for any meals CONTRACTOR provides to LEA students and that CONTRACTOR is only eligible to receive direct reimbursement if it is an approved site under the National School Lunch Program.

In the event the LEA requests CONTRACTOR to provide meals to LEA students, CONTRACTOR will provide breakfast and lunch to LEA students in compliance with the meal pattern requirements under the School Breakfast Program and National School Lunch Program nutritional standards. LEA shall reimburse CONTRACTOR for each meal made available at a mutually agreed upon rate. In the event CONTRACTOR is unable to provide meals, the LEA and CONTRACTOR will work collaboratively to find a solution. In the event CDE determines that meals do not need to be provided, this paragraph shall not apply.

CONTRACTOR shall maintain all documentation of meals provided to LEA students. CONTRACTOR shall comply with record keeping requirements under the School Breakfast Program and National School Lunch Program or LEA template. Upon request, CONTRACTOR shall provide copies of any such records to LEA. CONTRACTOR shall also allow LEA to conduct site monitoring visits as deemed necessary by the LEA.

If CONTRACTOR uses a third-party vendor to provide meals, CONTRACTOR will assure that the third-party vendor agrees to comply with all meal pattern requirements of the School Breakfast Program and National School Lunch Program nutritional standards. Upon request, CONTRACTOR shall provide LEA with any contracts it has with third-party vendors providing meals for students.

CONTRACTOR shall provide LEA with at least 30 days prior written notice of any change in its status under the National School Lunch Program/State Meal Mandate and shall work collaboratively with LEA to ensure that each eligible student receives required meals.

44. MONITORING

When CONTRACTOR is a nonpublic school, the LEA (or SELPA) shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and CONTRACTOR, a review of progress the pupil is making toward the goals set forth in the pupil's individualized education program, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA (or SELPA) shall conduct an onsite visit to CONTRACTOR before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

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

If CONTRACTOR is also an LCI, the LEA or its SELPA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

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

CONTRACTOR shall fully participate in any LEA and CDE compliance review, including any On-Site and Self Review and if applicable, District Validation Review. This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by the LEA. CONTRACTOR shall conduct any follow-up or corrective action procedures requested by LEA or CDE related to such compliance review.

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

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card in accordance with California Education Code section 33126.

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1, 35021.2 and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as “CDOJ”) and clearance from the Federal Bureau of Investigation (hereinafter referred to as “FBI”) for all of CONTRACTOR’s employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR’s employees and volunteers who will have or likely may have direct contact with LEA students shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to the LEA that none of its employees, volunteers, or subcontractors who will have or likely may have any direct contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee’s conviction of a violent or serious felony, the employee has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3051, 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or

credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a nonpublic school, the administrator of the nonpublic school shall hold or currently be in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities; (B) A pupil personnel services credential that authorizes school counseling or psychology; (C) A license as a clinical social worker issued by the Board of Behavioral Sciences; (D) A license in psychology regulated by the Board of Psychology; (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation; (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator; (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences; (H) A license as an educational psychologist issued by the Board of Behavioral Sciences; or (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a CDE certified NPS program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

47. CALSTRS OR PERS RETIREMENT REPORTING

CONTRACTOR understands that the LEA is required to report all monies paid under this agreement to the local county office of education or as otherwise required by law. Neither LEA nor CONTRACTOR shall have a duty to monitor wages of CalSTRS or PERS retirees to ensure that their earnings are within the limitation prescribed by these or any other retirement system. Neither LEA nor CONTRACTOR shall be liable if CONTRACTOR'S agent(s), officer(s) or employee(s) exceeds a retirement system's earnings limitation and is reinstated to employment or required to repay retirement benefits. CONTRACTOR agrees to cooperate with LEA should any notices be provided under this provision.

48. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to the LEA a staff list, and copies of all current and required licenses, certifications, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by CONTRACTOR and all individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. The LEA may file all licenses, certifications, credentials, permits or other documents with the office of the County Superintendent of Schools. CONTRACTOR shall notify the LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall immediately, and in no circumstances longer than five (5) business days, provide to the LEA updated information regarding the status of licenses, certifications, credentials, permits and/or other documents of any known changes. Failure to provide properly qualified personnel to provide services as specified in a LEA student's IEP shall be cause for termination of the Master Contract.

49. STAFF ABSENCE

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

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

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

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the instructional program, and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

For services provided outside of a pupil's school or in a pupil's home, as specified in the IEP, CONTRACTOR shall ensure that at least one parent of the pupil or an LEA-approved responsible adult is present during the provision of services. As used in this provision, the term "services" shall not apply to field trips or community based instruction taking place outside of the school. All problems and/or concerns reported to parents, both verbal and written shall also be reported to the LEA.

HEALTH AND SAFETY MANDATES

51. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et seq., 49406, and Health and Safety Code section 121525 regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to the LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

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

52. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities is required to comply with applicable federal, state, and local laws, regulations, and ordinances. CONTRACTOR shall maintain a school site safety plan incorporating disaster procedures, routine and emergency crisis response plan, including adaptations for pupils with disabilities.

53. ADMINISTRATION OF MEDICATION

Unless otherwise set forth in the student's ISA, CONTRACTOR shall comply with the requirements of California Education Code section 49423 and Title 5 of the California Code of Regulations section 600 et seq. when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to

administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to the LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders and for securely storing medication. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

54. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours by fax and mail, or electronically, any accident or incident report to the LEA representative specified on Exhibit C, attached hereto and incorporated herein, including any behavior incident or behavior emergency intervention. LEA may specify procedures to be implemented by CONTRACTOR or forms to be submitted by CONTRACTOR related to accident or incident reporting.

CONTRACTOR shall notify LEA in writing, of any pupil-involved incident in which law enforcement was contacted. CONTRACTOR shall provide such written notice no later than one (1) business day after the incident occurred in accordance with Education Code section 56366.1(i).

55. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

56. SEXUAL HARASSMENT/DISCRIMINATION

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

57. REPORTING OF MISSING CHILDREN

CONTRACTOR assures the LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

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

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedure as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program and each related service. Original attendance forms (for example, roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by the LEA during the effective period of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to the LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents may be submitted electronically if requested by LEA and CONTRACTOR has the systems in place to generate the requested documents. The LEA may designate forms for use by CONTRACTOR when submitting invoices. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the ISA or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and the name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

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

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30)

calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by the LEA.

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

59. RIGHT TO WITHHOLD PAYMENT

The LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Master Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

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

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

If the LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for the LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such

notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment, submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, the LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

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

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

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2). CONTRACTOR disagrees with the language of California Education Code section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its right to challenge that provision.

60. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify the LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to the LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually thereafter.

61. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by LEA) substitute. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation

evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student’s IEP or ISA.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of the LEA student’s unexcused absence, CONTRACTOR shall notify the LEA of such absence.

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

In the event a LEA student is chronically absent due to school refusal or other behaviors related to the student’s disability and IEP interventions have been unsuccessful in improving school attendance, CONTRACTOR may request that LEA provide payment for a billable day of attendance related to such absences, on a case-by-case basis given the unique circumstances of the student and the student’s individualized needs. LEA may, in its sole discretion, agree to pay CONTRACTOR for services provided on days that a student’s attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. Any such determination by the LEA must be set forth in writing as a condition for such payment.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR’s service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR’s service providers. The LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and the LEA. In the event services were not provided, reasons for why the services were not provided shall be included. In the event of a service provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a LEA student no later than the fifth consecutive service day of the student’s absence. The LEA shall not be responsible for the payment of services when a student is absent.

62. LEA AND/OR NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by the LEA in accordance with Education Code section 41422 and 46392:

- a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether the LEA is open or closed.
- b. In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing their regular attendance, until an alternative placement can be found and implement LEA student IEPs in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c. In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEPs in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain an alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

If instruction or services, or both, cannot be provided to the student either at school or in person for more than 10 days due to an emergency condition described in Education Code sections 41422 and 46392, CONTRACTOR acknowledges the requirements of Education Code section 56345(a)(9) to provide special education and related services, supplementary aids and services, transition services (as applicable) and ESY (as applicable) as specified in the IEP. When the emergency school closure has ended, CONTRACTOR shall notify the LEA of any lost instructional minutes. CONTRACTOR and LEA shall work collaboratively to determine the need for make up days or service changes, and shall work together to amend the student's IEP and ISA as appropriate.

For any physical school closure in which in-person instruction is restricted due to the coronavirus/COVID-19, CONTRACTOR shall provide instruction in accordance with Education Code section 56345(a)(9) and Exhibit D, attached hereto and incorporated herein.

63. INSPECTION AND AUDIT

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

CONTRACTOR shall provide the LEA access to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers (last four digits unless otherwise required), dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and

canceled checks or facsimile thereof. Such access shall include unannounced inspections by the LEA. CONTRACTOR shall make available to the LEA all budgetary information including operating budgets submitted by CONTRACTOR to the LEA for the relevant contract period being audited.

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

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

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

64. RATE SCHEDULE

The rate schedule attached hereto as Exhibit A and incorporated herein by reference, limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in Paragraph 23 above and Education Code section 46000 et seq.

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

65. DEBARMENT CERTIFICATION

By signing this Agreement, CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local

government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1st day of July 2025 and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provide herein.

CONTRACTOR,
Tasha's Training and Consulting dba TTC4Success

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
Tasha's Training and Consulting dba TTC4Success (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed _____ If blank, the number shall be as determined 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

- Mental Health 101
- Integrating Educationally Related Mental Health Services effectively to reduce restrictive level of care, increase pro-social behavior and reduce suspensions and expulsions.
- Understanding mental health diagnoses, the symptomology that can impede learning and the evidence-based programs that can help address the needs
- Understanding Trauma and Creating a Trauma Informed School
- Creating proactive, effective systems to stay ahead of behavior
- Writing defensible, measurable social-emotional goals
- Developing a continuum of care utilizing RTI
- Helping integrate social-emotional and social skill curriculum in the classroom
- Remediating social emotional skill deficits in pre-school and elementary school to reduce need for special education assessment and services
- Addressing disproportionality and changing the culture on campus through MTSS
- Developing a day treatment
- Developing proactive classrooms
- Building an effective interdisciplinary team
- Developing mental health supports and services on campus
- Integrating and developing ERMHS wrap around in Tier 3
- Integrating Boys Town Curriculum in school, in linkage supports and at home

- Developing Peer Mentor Programs
- Offering Alternative Dispute Resolution to provide collaboration and a win/win atmosphere between districts and students/families.
- Teaching Aggression Replacement Training in schools
- Effectively transitioning students from RTCS and NPSs
- Developing an interagency collaborative team
- Celebrating success with team presentations
- Assuring your district is Trauma Informed
- Case Consultation and Management
- IEP Consultation and Attendance
- Helping set up systems to assure recouping LEA funds for services
- Capacity building

*****Will work with you to develop a program or training that fits your specific needs***

Training/Consultation Daily Rate

- \$2,500/day

Tier 3 ANCR Program-\$2.63 per minute (780m/month)

- Initial strength-based needs review
- Initial and future team meetings as needed
- Establish appropriate linkage referral and supports
- Management of case to ensure LRE
- Monitoring of ongoing documentation to assure progress
- Case staffing
- Coordination with district
- Services at home/at school/in the community, wherever deemed appropriate
- Discharge plan when exiting intensive case management
- Ongoing Crisis management
- Monthly rate will be prorated if less than one full month provided

Related Services -\$2.63 minutes

- 510, 515, 520, 525, 530, 535, 340, 860

SAI Services -\$200/hr

Assessments

- \$5,000-\$10,000 (does not include travel time or cost)

*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 Av, Placentia, CA 92870

714-985-8664

gredira@pylusd.org

2. For matters regarding the Administration of the Master Contract including Insurance, Financial, including Payments, notices to LEA shall be delivered to:

Maria Luna Madrigal

Administrative Secretary, Student Support Services

1301 E Orangethorpe Av, Placentia, CA 92870

714-985-8609

mluna@pylusd.org

AND

Dena Mavritsakis

Account Technician, Special Education Department

1301 E Orangethorpe Av, Placentia, CA 92870

714-985-8660

dmavritsakis@pylusd.org

3. For matters regarding Behavior Interventions in accordance with Section 30 and Student Discipline in accordance with Section 31, notices to LEA shall be delivered to:

Erin McGowan
Psychologist on Special Assignment
1301 E Orangethorpe Av, Placentia, CA 92870
714-985-8669
emcgowan@pylusd.org

EXHIBIT D

SUPPLEMENT TO SECTION 62 – LEA AND/OR NONPUBLIC SCHOOL CLOSURES AS A RESULT OF COVID-19 AND COMPLIANCE WITH COVID-19 REQUIREMENTS

LEA and CONTRACTOR agree that in-person instruction shall be conducted in accordance with guidelines issued by the California Department of Education (“CDE”), California Department of Public Health (“CDPH”), Centers for Disease Control and Prevention (“CDC”), and Orange County Health Care Agency (“OCHCA”).

In the event a LEA student requests that CONTRACTOR provide virtual instruction, CONTRACTOR shall notify LEA and coordinate with LEA to convene an IEP team meeting to discuss placement and service options for student.

In the event the state or OCHCA mandate a return to distance learning/remote instruction/virtual instruction as a result of COVID-19 during the 2025-2026 school year, LEA and CONTRACTOR agree that any change from in-person instruction **shall be agreed to in writing by LEA and CONTRACTOR.**

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 6, 2025**

MASTER CONTRACT NON-PUBLIC SCHOOL (NPS) AGREEMENT WITH E C E 4 AUTISM

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.

E C E 4 Autism is an NPS that supports students with Autism Spectrum Disorder and other disabilities through a practical, functional, and developmentally appropriate approach to learning and behavior modification while focusing on functional skills, independent life skills, social skills, and academics.

This agreement will be effective July 1, 2025-June 30, 2026.

Financial Impact

Budgeted special education funds NTE: \$275,000

Administrator

Renee Gray, Assistant Superintendent, Student Support Services
Gwen Redira, Director, Special Education

*NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY
SERVICES*

MASTER CONTRACT

2025-2026

ECE 4 Autism

*2000 E Ivy Hill Ln
Orange, CA 92867*

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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 Placentia-Yorba Linda Unified School District (hereinafter referred to as “District” or local educational agency “LEA”) and **ECE 4 Autism** (hereinafter referred to as “CONTRACTOR”) for the purpose of providing special education and/or related services to District students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this Agreement, does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as “ISA”). Unless otherwise agreed in writing, the ISA shall acknowledge CONTRACTOR’s obligation to provide all services specified in the student’s Individualized Education Program (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of an LEA student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed agreement between LEA and parent, authorized by LEA for a transfer student pursuant to California Education Code section 56325, or otherwise authorized by LEA without a signed IEP, LEA is not responsible for the costs associated with nonpublic school placement or nonpublic agency services until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement or nonpublic agency services is appropriate, and the IEP is signed by the LEA student’s parent.

2. CERTIFICATIONS AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq. and within the professional scope of practice of each provider’s license, certification and/or credential. In addition to meeting the

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

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

A current copy of CONTRACTOR's licenses and nonpublic school/agency certifications, or a validly issued waiver of any such certification, must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. CONTRACTOR must immediately (and under no circumstances longer than three (3) calendar days) notify LEA if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or subject to a pending administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. If any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract, this Master Contract shall terminate as of the date of such action.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program, constitutes a breach of the Master Contract and may result in the termination of this Master Contract by the LEA and/or suspension or revocation of CDE certification.

Total student enrollment shall be limited to capacity as stated on CDE certification. Total class size shall be limited to capacity as stated in Section 24 of the Master Contract.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations including but not limited to the provision of special education and/or related services, facilities for individuals with exceptional needs, pupil enrollment, attendance and transfer, corporal punishment, pupil discipline, and positive behavioral interventions.

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 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.

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 his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and the LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and the LEA. CONTRACTOR shall provide to the LEA any and all assessments (including testing protocols) and written assessment reports created by CONTRACTOR and any of its agents or subcontractors, upon request. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

If the CONTRACTOR or LEA is unable to convince the parent or guardian that the parent or guardian should attend the IEP, CONTRACTOR shall maintain a written record of its attempts to arrange a mutually agreed-upon time and place. The CONTRACTOR and LEA shall also take any

action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of considering a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or unless an interim alternative educational placement is deemed lawful and appropriate by the LEA or OAH.

33. SURROGATE PARENTS

CONTRACTOR shall comply with state and federal laws and regulations regarding assigning surrogate parents to LEA students.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including alternative dispute resolution, mediations and hearings, as requested by the LEA. CONTRACTOR shall also fully participate in the investigation of any complaint filed with the State of California, the Office for Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/IFSP as well as directing CONTRACTOR staff to be available to obtain information and/or prepare for an investigation or due process hearing.

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Special Education Compliance Compliant procedures pursuant to Title 5 of the California Code of Regulations section 3200 et seq.; (2) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (3) Nondiscrimination policies pursuant to Title 5 of the California Code of Regulations section 4960 (a); (4) Sexual Harassment Policies pursuant to California Education Code 231.5(a)(b)(c); (5) Student Grievance Procedure pursuant to Title IX 34 CFR sections 106.8 (a)(d) and 106.9 (a); and (6) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPAA). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to any LEA student and provide LEA with all documentation related to the complaint(s) and/or CONTRACTOR's investigation of complaints, including any and all reports generated as a result of an investigation.

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

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

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

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

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

CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings, unless the LEA agrees in writing prior to the completion of any work. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall assign grades and prepare transcripts at the close of each semester, or upon LEA student transfer, for each LEA student in grades nine (9) through twelve (12) inclusive, including students eligible for a diploma in accordance with Education Code section 51225.31. CONTRACTOR shall submit all transcripts to the LEA Director of Special Education for evaluation of progress toward completion of diploma requirements as specified by LEA.

38. LEA STUDENT CHANGE OF RESIDENCE

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

whether the student's IEP provides for an assistive technology device for use outside of the school setting. If the student's IEP provides an assistive technology device for use outside of the school setting then the student shall continue to be provided an assistive technology device for use outside the school setting until alternative arrangements are made or until two (2) months have elapsed from the date the student ceased to be enrolled in the LEA, whichever occurs first (Education Code section 56040.3). For foster youth, the definition of school of origin includes placement in a nonpublic school (Education Code sections 48853.5(g)(3) and 48204(a)(2)).

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

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall immediately report, by telephone and e-mail, to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call in writing via e-mail or other written notification to the LEA Director of Special Education and submit to the LEA and the Department of Education, if required, within five (5) business days of the withdrawal.

40. PARENT ACCESS

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

CONTRACTOR, if operating a program with a residential component, shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

CONTRACTOR shall notify LEA in writing of any verbal and/or written concern/problem reported to a student's parent during parental access to CONTRACTOR'S facilities that would impact implementation of the student's IEP or offer of a FAPE.

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with Penal Code section 627.1 et seq., as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

It is understood that the public school credentialed classroom teacher is responsible for the educational program.

It is understood that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the Master Contract.

CONTRACTOR, if providing services in a student's home as specified in the ISA, shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present during the provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the nonpublic school/nonpublic agency service provider. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS

If CONTRACTOR is a licensed children's institution, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq. CONTRACTOR shall comply with all monitoring requirements set forth in Section 44 below.

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

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

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

43. STATE MEAL MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49500 et seq., 49530 et seq., 49550 et seq., and Assembly Bill 130 (2021).

LEA at its sole discretion may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by another local school district.

CONTRACTOR acknowledges that the LEA does not receive any state or federal reimbursement for any meals CONTRACTOR provides to LEA students and that CONTRACTOR is only eligible to receive direct reimbursement if it is an approved site under the National School Lunch Program.

In the event the LEA requests CONTRACTOR to provide meals to LEA students, CONTRACTOR will provide breakfast and lunch to LEA students in compliance with the meal pattern requirements under the School Breakfast Program and National School Lunch Program nutritional standards. LEA shall reimburse CONTRACTOR for each meal made available at a mutually agreed upon rate. In the event CONTRACTOR is unable to provide meals, the LEA and CONTRACTOR will work collaboratively to find a solution. In the event CDE determines that meals do not need to be provided, this paragraph shall not apply.

CONTRACTOR shall maintain all documentation of meals provided to LEA students. CONTRACTOR shall comply with record keeping requirements under the School Breakfast Program and National School Lunch Program or LEA template. Upon request, CONTRACTOR shall provide copies of any such records to LEA. CONTRACTOR shall also allow LEA to conduct site monitoring visits as deemed necessary by the LEA.

If CONTRACTOR uses a third-party vendor to provide meals, CONTRACTOR will assure that the third-party vendor agrees to comply with all meal pattern requirements of the School Breakfast Program and National School Lunch Program nutritional standards. Upon request, CONTRACTOR shall provide LEA with any contracts it has with third-party vendors providing meals for students.

CONTRACTOR shall provide LEA with at least 30 days prior written notice of any change in its status under the National School Lunch Program/State Meal Mandate and shall work collaboratively with LEA to ensure that each eligible student receives required meals.

44. MONITORING

When CONTRACTOR is a nonpublic school, the LEA (or SELPA) shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and CONTRACTOR, a review of progress the pupil is making toward the goals set forth in the pupil's individualized education program, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA (or SELPA) shall conduct an onsite visit to CONTRACTOR before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

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

If CONTRACTOR is also an LCI, the LEA or its SELPA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

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

CONTRACTOR shall fully participate in any LEA and CDE compliance review, including any On-Site and Self Review and if applicable, District Validation Review. This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by the LEA. CONTRACTOR shall conduct any follow-up or corrective action procedures requested by LEA or CDE related to such compliance review.

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

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card in accordance with California Education Code section 33126.

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1, 35021.2 and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as “CDOJ”) and clearance from the Federal Bureau of Investigation (hereinafter referred to as “FBI”) for all of CONTRACTOR’s employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR’s employees and volunteers who will have or likely may have direct contact with LEA students shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to the LEA that none of its employees, volunteers, or subcontractors who will have or likely may have any direct contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee’s conviction of a violent or serious felony, the employee has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3051, 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or

credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a nonpublic school, the administrator of the nonpublic school shall hold or currently be in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities; (B) A pupil personnel services credential that authorizes school counseling or psychology; (C) A license as a clinical social worker issued by the Board of Behavioral Sciences; (D) A license in psychology regulated by the Board of Psychology; (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation; (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator; (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences; (H) A license as an educational psychologist issued by the Board of Behavioral Sciences; or (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a CDE certified NPS program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

47. CALSTRS OR PERS RETIREMENT REPORTING

CONTRACTOR understands that the LEA is required to report all monies paid under this agreement to the local county office of education or as otherwise required by law. Neither LEA nor CONTRACTOR shall have a duty to monitor wages of CalSTRS or PERS retirees to ensure that their earnings are within the limitation prescribed by these or any other retirement system. Neither LEA nor CONTRACTOR shall be liable if CONTRACTOR'S agent(s), officer(s) or employee(s) exceeds a retirement system's earnings limitation and is reinstated to employment or required to repay retirement benefits. CONTRACTOR agrees to cooperate with LEA should any notices be provided under this provision.

48. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to the LEA a staff list, and copies of all current and required licenses, certifications, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by CONTRACTOR and all individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. The LEA may file all licenses, certifications, credentials, permits or other documents with the office of the County Superintendent of Schools. CONTRACTOR shall notify the LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall immediately, and in no circumstances longer than five (5) business days, provide to the LEA updated information regarding the status of licenses, certifications, credentials, permits and/or other documents of any known changes. Failure to provide properly qualified personnel to provide services as specified in a LEA student's IEP shall be cause for termination of the Master Contract.

49. STAFF ABSENCE

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

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

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

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the instructional program, and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

For services provided outside of a pupil's school or in a pupil's home, as specified in the IEP, CONTRACTOR shall ensure that at least one parent of the pupil or an LEA-approved responsible adult is present during the provision of services. As used in this provision, the term "services" shall not apply to field trips or community based instruction taking place outside of the school. All problems and/or concerns reported to parents, both verbal and written shall also be reported to the LEA.

HEALTH AND SAFETY MANDATES

51. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et seq., 49406, and Health and Safety Code section 121525 regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to the LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

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

52. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities is required to comply with applicable federal, state, and local laws, regulations, and ordinances. CONTRACTOR shall maintain a school site safety plan incorporating disaster procedures, routine and emergency crisis response plan, including adaptations for pupils with disabilities.

53. ADMINISTRATION OF MEDICATION

Unless otherwise set forth in the student's ISA, CONTRACTOR shall comply with the requirements of California Education Code section 49423 and Title 5 of the California Code of Regulations section 600 et seq. when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to

administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to the LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders and for securely storing medication. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

54. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours by fax and mail, or electronically, any accident or incident report to the LEA representative specified on Exhibit C, attached hereto and incorporated herein, including any behavior incident or behavior emergency intervention. LEA may specify procedures to be implemented by CONTRACTOR or forms to be submitted by CONTRACTOR related to accident or incident reporting.

CONTRACTOR shall notify LEA in writing, of any pupil-involved incident in which law enforcement was contacted. CONTRACTOR shall provide such written notice no later than one (1) business day after the incident occurred in accordance with Education Code section 56366.1(i).

55. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

56. SEXUAL HARASSMENT/DISCRIMINATION

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

57. REPORTING OF MISSING CHILDREN

CONTRACTOR assures the LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

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

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedure as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program and each related service. Original attendance forms (for example, roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by the LEA during the effective period of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to the LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents may be submitted electronically if requested by LEA and CONTRACTOR has the systems in place to generate the requested documents. The LEA may designate forms for use by CONTRACTOR when submitting invoices. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the ISA or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and the name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

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

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30)

calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by the LEA.

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

59. RIGHT TO WITHHOLD PAYMENT

The LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Master Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

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

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

If the LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for the LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such

notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment, submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, the LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

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

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

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2). CONTRACTOR disagrees with the language of California Education Code section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its right to challenge that provision.

60. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify the LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to the LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually thereafter.

61. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by LEA) substitute. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation

evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student’s IEP or ISA.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of the LEA student’s unexcused absence, CONTRACTOR shall notify the LEA of such absence.

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

In the event a LEA student is chronically absent due to school refusal or other behaviors related to the student’s disability and IEP interventions have been unsuccessful in improving school attendance, CONTRACTOR may request that LEA provide payment for a billable day of attendance related to such absences, on a case-by-case basis given the unique circumstances of the student and the student’s individualized needs. LEA may, in its sole discretion, agree to pay CONTRACTOR for services provided on days that a student’s attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. Any such determination by the LEA must be set forth in writing as a condition for such payment.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR’s service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR’s service providers. The LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and the LEA. In the event services were not provided, reasons for why the services were not provided shall be included. In the event of a service provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a LEA student no later than the fifth consecutive service day of the student’s absence. The LEA shall not be responsible for the payment of services when a student is absent.

62. LEA AND/OR NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by the LEA in accordance with Education Code section 41422 and 46392:

- a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether the LEA is open or closed.
- b. In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing their regular attendance, until an alternative placement can be found and implement LEA student IEPs in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c. In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEPs in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain an alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

If instruction or services, or both, cannot be provided to the student either at school or in person for more than 10 days due to an emergency condition described in Education Code sections 41422 and 46392, CONTRACTOR acknowledges the requirements of Education Code section 56345(a)(9) to provide special education and related services, supplementary aids and services, transition services (as applicable) and ESY (as applicable) as specified in the IEP. When the emergency school closure has ended, CONTRACTOR shall notify the LEA of any lost instructional minutes. CONTRACTOR and LEA shall work collaboratively to determine the need for make up days or service changes, and shall work together to amend the student's IEP and ISA as appropriate.

For any physical school closure in which in-person instruction is restricted due to the coronavirus/COVID-19, CONTRACTOR shall provide instruction in accordance with Education Code section 56345(a)(9) and Exhibit D, attached hereto and incorporated herein.

63. INSPECTION AND AUDIT

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

CONTRACTOR shall provide the LEA access to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers (last four digits unless otherwise required), dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and

canceled checks or facsimile thereof. Such access shall include unannounced inspections by the LEA. CONTRACTOR shall make available to the LEA all budgetary information including operating budgets submitted by CONTRACTOR to the LEA for the relevant contract period being audited.

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

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

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

64. RATE SCHEDULE

The rate schedule attached hereto as Exhibit A and incorporated herein by reference, limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in Paragraph 23 above and Education Code section 46000 et seq.

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

65. DEBARMENT CERTIFICATION

By signing this Agreement, CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local

government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1st day of July 2025 and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provide herein.

CONTRACTOR,
ECE 4 Autism

LEA,

Nonpublic School/Agency

By:

By:

Signature

Date

Signature

Date

Don Rosales, Director Purchasing

Name and Title of Authorized
Representative

Name and Title of Authorized
Representative

Notices to CONTRACTOR shall be addressed to:

Name

Nonpublic School/Agency/Related Service Provider

Address

City

State

Zip

Phone

Fax

Email

Notices to LEA shall be addressed to the designees as set forth on Exhibit C

EXHIBIT A: 2025-2026 RATES

CONTRACTOR _____ **CONTRACTOR NUMBER** _____ **2025-2026**
(ECE 4 Autism) _____ **(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 m
exceed

Rate

Period

2025-26

Daily Rate	\$210.87
Assistive Tech Services	\$38.84
BID	\$99.89
Behavior Assess and Analysis/IEP	\$107.10
BII	\$99.14
SLP Individual	\$99.89
SLP Group	\$85.00
LSDR Assessment	\$97.20
OT	\$99.89
OT Assessment and Report	\$110.00
1:1 Classroom Aide	\$55.08
Specially Designed Vocational Education and Career Develoopment	\$60.66

*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 Av, Placentia, CA 92870

714-985-8664

gredira@pylusd.org

2. For matters regarding the Administration of the Master Contract including Insurance, Financial, including Payments, notices to LEA shall be delivered to:

Maria Luna Madrigal

Administrative Secretary, Student Support Services

1301 E Orangethorpe Av, Placentia, CA 92870

714-985-8609

mluna@pylusd.org

AND

Dena Mavritsakis

Account Technician, Special Education Department
1301 E Orangethorpe Av, Placentia, CA 92870
714-985-8660
dmavritsakis@pylusd.org

3. For matters regarding Behavior Interventions in accordance with Section 30 and Student Discipline in accordance with Section 31, notices to LEA shall be delivered to:

Erin McGowan
Psychologist on Special Assignment
1301 E Orangethorpe Av, Placentia, CA 92870
714-985-8669
emcgowan@pylusd.org

EXHIBIT D

SUPPLEMENT TO SECTION 62 – LEA AND/OR NONPUBLIC SCHOOL CLOSURES AS A RESULT OF COVID-19 AND COMPLIANCE WITH COVID-19 REQUIREMENTS

LEA and CONTRACTOR agree that in-person instruction shall be conducted in accordance with guidelines issued by the California Department of Education (“CDE”), California Department of Public Health (“CDPH”), Centers for Disease Control and Prevention (“CDC”), and Orange County Health Care Agency (“OCHCA”).

In the event a LEA student requests that CONTRACTOR provide virtual instruction, CONTRACTOR shall notify LEA and coordinate with LEA to convene an IEP team meeting to discuss placement and service options for student.

In the event the state or OCHCA mandate a return to distance learning/remote instruction/virtual instruction as a result of COVID-19 during the 2025-2026 school year, LEA and CONTRACTOR agree that any change from in-person instruction **shall be agreed to in writing by LEA and CONTRACTOR.**

MASTER CONTRACT NON-PUBLIC SCHOOL (NPS) AGREEMENT WITH OLIVE CREST

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.

Olive Crest is an NPS that is dedicated to meeting the academic and emotional needs of the exceptional student through individualized and innovative education programs. They strive to teach, support, and reinforce pro-social behaviors with the goal that students will internally adopt the positive behaviors.

This agreement will be effective July 1, 2025-June 30, 2026.

Financial Impact

Budgeted special education funds NTE: \$150,000

Administrator

Renee Gray, Assistant Superintendent, Student Support Services
Gwen Redira, Director, Special Education

*NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY
SERVICES*

MASTER CONTRACT

2025-2026

Olive Crest

2130 E 4th St, #200

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 Placentia-Yorba Linda Unified School District (hereinafter referred to as “District” or local educational agency “LEA”) and **Olive Crest** (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.

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 his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and the LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and the LEA. CONTRACTOR shall provide to the LEA any and all assessments (including testing protocols) and written assessment reports created by CONTRACTOR and any of its agents or subcontractors, upon request. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

If the CONTRACTOR or LEA is unable to convince the parent or guardian that the parent or guardian should attend the IEP, CONTRACTOR shall maintain a written record of its attempts to arrange a mutually agreed-upon time and place. The CONTRACTOR and LEA shall also take any

action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of considering a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or unless an interim alternative educational placement is deemed lawful and appropriate by the LEA or OAH.

33. SURROGATE PARENTS

CONTRACTOR shall comply with state and federal laws and regulations regarding assigning surrogate parents to LEA students.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including alternative dispute resolution, mediations and hearings, as requested by the LEA. CONTRACTOR shall also fully participate in the investigation of any complaint filed with the State of California, the Office for Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/IFSP as well as directing CONTRACTOR staff to be available to obtain information and/or prepare for an investigation or due process hearing.

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Special Education Compliance Compliant procedures pursuant to Title 5 of the California Code of Regulations section 3200 et seq.; (2) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (3) Nondiscrimination policies pursuant to Title 5 of the California Code of Regulations section 4960 (a); (4) Sexual Harassment Policies pursuant to California Education Code 231.5(a)(b)(c); (5) Student Grievance Procedure pursuant to Title IX 34 CFR sections 106.8 (a)(d) and 106.9 (a); and (6) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPAA). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to any LEA student and provide LEA with all documentation related to the complaint(s) and/or CONTRACTOR's investigation of complaints, including any and all reports generated as a result of an investigation.

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

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

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

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

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

CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings, unless the LEA agrees in writing prior to the completion of any work. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall assign grades and prepare transcripts at the close of each semester, or upon LEA student transfer, for each LEA student in grades nine (9) through twelve (12) inclusive, including students eligible for a diploma in accordance with Education Code section 51225.31. CONTRACTOR shall submit all transcripts to the LEA Director of Special Education for evaluation of progress toward completion of diploma requirements as specified by LEA.

38. LEA STUDENT CHANGE OF RESIDENCE

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

whether the student's IEP provides for an assistive technology device for use outside of the school setting. If the student's IEP provides an assistive technology device for use outside of the school setting then the student shall continue to be provided an assistive technology device for use outside the school setting until alternative arrangements are made or until two (2) months have elapsed from the date the student ceased to be enrolled in the LEA, whichever occurs first (Education Code section 56040.3). For foster youth, the definition of school of origin includes placement in a nonpublic school (Education Code sections 48853.5(g)(3) and 48204(a)(2)).

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

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall immediately report, by telephone and e-mail, to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call in writing via e-mail or other written notification to the LEA Director of Special Education and submit to the LEA and the Department of Education, if required, within five (5) business days of the withdrawal.

40. PARENT ACCESS

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

CONTRACTOR, if operating a program with a residential component, shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

CONTRACTOR shall notify LEA in writing of any verbal and/or written concern/problem reported to a student's parent during parental access to CONTRACTOR'S facilities that would impact implementation of the student's IEP or offer of a FAPE.

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with Penal Code section 627.1 et seq., as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

It is understood that the public school credentialed classroom teacher is responsible for the educational program.

It is understood that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the Master Contract.

CONTRACTOR, if providing services in a student's home as specified in the ISA, shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present during the provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the nonpublic school/nonpublic agency service provider. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS

If CONTRACTOR is a licensed children's institution, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq. CONTRACTOR shall comply with all monitoring requirements set forth in Section 44 below.

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

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

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

43. STATE MEAL MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49500 et seq., 49530 et seq., 49550 et seq., and Assembly Bill 130 (2021).

LEA at its sole discretion may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by another local school district.

CONTRACTOR acknowledges that the LEA does not receive any state or federal reimbursement for any meals CONTRACTOR provides to LEA students and that CONTRACTOR is only eligible to receive direct reimbursement if it is an approved site under the National School Lunch Program.

In the event the LEA requests CONTRACTOR to provide meals to LEA students, CONTRACTOR will provide breakfast and lunch to LEA students in compliance with the meal pattern requirements under the School Breakfast Program and National School Lunch Program nutritional standards. LEA shall reimburse CONTRACTOR for each meal made available at a mutually agreed upon rate. In the event CONTRACTOR is unable to provide meals, the LEA and CONTRACTOR will work collaboratively to find a solution. In the event CDE determines that meals do not need to be provided, this paragraph shall not apply.

CONTRACTOR shall maintain all documentation of meals provided to LEA students. CONTRACTOR shall comply with record keeping requirements under the School Breakfast Program and National School Lunch Program or LEA template. Upon request, CONTRACTOR shall provide copies of any such records to LEA. CONTRACTOR shall also allow LEA to conduct site monitoring visits as deemed necessary by the LEA.

If CONTRACTOR uses a third-party vendor to provide meals, CONTRACTOR will assure that the third-party vendor agrees to comply with all meal pattern requirements of the School Breakfast Program and National School Lunch Program nutritional standards. Upon request, CONTRACTOR shall provide LEA with any contracts it has with third-party vendors providing meals for students.

CONTRACTOR shall provide LEA with at least 30 days prior written notice of any change in its status under the National School Lunch Program/State Meal Mandate and shall work collaboratively with LEA to ensure that each eligible student receives required meals.

44. MONITORING

When CONTRACTOR is a nonpublic school, the LEA (or SELPA) shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and CONTRACTOR, a review of progress the pupil is making toward the goals set forth in the pupil's individualized education program, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA (or SELPA) shall conduct an onsite visit to CONTRACTOR before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

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

If CONTRACTOR is also an LCI, the LEA or its SELPA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

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

CONTRACTOR shall fully participate in any LEA and CDE compliance review, including any On-Site and Self Review and if applicable, District Validation Review. This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by the LEA. CONTRACTOR shall conduct any follow-up or corrective action procedures requested by LEA or CDE related to such compliance review.

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

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card in accordance with California Education Code section 33126.

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1, 35021.2 and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as “CDOJ”) and clearance from the Federal Bureau of Investigation (hereinafter referred to as “FBI”) for all of CONTRACTOR’s employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR’s employees and volunteers who will have or likely may have direct contact with LEA students shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to the LEA that none of its employees, volunteers, or subcontractors who will have or likely may have any direct contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee’s conviction of a violent or serious felony, the employee has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3051, 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or

credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a nonpublic school, the administrator of the nonpublic school shall hold or currently be in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities; (B) A pupil personnel services credential that authorizes school counseling or psychology; (C) A license as a clinical social worker issued by the Board of Behavioral Sciences; (D) A license in psychology regulated by the Board of Psychology; (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation; (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator; (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences; (H) A license as an educational psychologist issued by the Board of Behavioral Sciences; or (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a CDE certified NPS program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

47. CALSTRS OR PERS RETIREMENT REPORTING

CONTRACTOR understands that the LEA is required to report all monies paid under this agreement to the local county office of education or as otherwise required by law. Neither LEA nor CONTRACTOR shall have a duty to monitor wages of CalSTRS or PERS retirees to ensure that their earnings are within the limitation prescribed by these or any other retirement system. Neither LEA nor CONTRACTOR shall be liable if CONTRACTOR'S agent(s), officer(s) or employee(s) exceeds a retirement system's earnings limitation and is reinstated to employment or required to repay retirement benefits. CONTRACTOR agrees to cooperate with LEA should any notices be provided under this provision.

48. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to the LEA a staff list, and copies of all current and required licenses, certifications, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by CONTRACTOR and all individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. The LEA may file all licenses, certifications, credentials, permits or other documents with the office of the County Superintendent of Schools. CONTRACTOR shall notify the LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall immediately, and in no circumstances longer than five (5) business days, provide to the LEA updated information regarding the status of licenses, certifications, credentials, permits and/or other documents of any known changes. Failure to provide properly qualified personnel to provide services as specified in a LEA student's IEP shall be cause for termination of the Master Contract.

49. STAFF ABSENCE

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

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

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

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the instructional program, and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

For services provided outside of a pupil's school or in a pupil's home, as specified in the IEP, CONTRACTOR shall ensure that at least one parent of the pupil or an LEA-approved responsible adult is present during the provision of services. As used in this provision, the term "services" shall not apply to field trips or community based instruction taking place outside of the school. All problems and/or concerns reported to parents, both verbal and written shall also be reported to the LEA.

HEALTH AND SAFETY MANDATES

51. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et seq., 49406, and Health and Safety Code section 121525 regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to the LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

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

52. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities is required to comply with applicable federal, state, and local laws, regulations, and ordinances. CONTRACTOR shall maintain a school site safety plan incorporating disaster procedures, routine and emergency crisis response plan, including adaptations for pupils with disabilities.

53. ADMINISTRATION OF MEDICATION

Unless otherwise set forth in the student's ISA, CONTRACTOR shall comply with the requirements of California Education Code section 49423 and Title 5 of the California Code of Regulations section 600 et seq. when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to

administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to the LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders and for securely storing medication. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

54. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours by fax and mail, or electronically, any accident or incident report to the LEA representative specified on Exhibit C, attached hereto and incorporated herein, including any behavior incident or behavior emergency intervention. LEA may specify procedures to be implemented by CONTRACTOR or forms to be submitted by CONTRACTOR related to accident or incident reporting.

CONTRACTOR shall notify LEA in writing, of any pupil-involved incident in which law enforcement was contacted. CONTRACTOR shall provide such written notice no later than one (1) business day after the incident occurred in accordance with Education Code section 56366.1(i).

55. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

56. SEXUAL HARASSMENT/DISCRIMINATION

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

57. REPORTING OF MISSING CHILDREN

CONTRACTOR assures the LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

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

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedure as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program and each related service. Original attendance forms (for example, roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by the LEA during the effective period of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to the LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents may be submitted electronically if requested by LEA and CONTRACTOR has the systems in place to generate the requested documents. The LEA may designate forms for use by CONTRACTOR when submitting invoices. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the ISA or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and the name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

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

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30)

calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by the LEA.

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

59. RIGHT TO WITHHOLD PAYMENT

The LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Master Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

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

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

If the LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for the LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such

notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment, submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, the LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

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

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

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2). CONTRACTOR disagrees with the language of California Education Code section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its right to challenge that provision.

60. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify the LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to the LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually thereafter.

61. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by LEA) substitute. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation

evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student’s IEP or ISA.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of the LEA student’s unexcused absence, CONTRACTOR shall notify the LEA of such absence.

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

In the event a LEA student is chronically absent due to school refusal or other behaviors related to the student’s disability and IEP interventions have been unsuccessful in improving school attendance, CONTRACTOR may request that LEA provide payment for a billable day of attendance related to such absences, on a case-by-case basis given the unique circumstances of the student and the student’s individualized needs. LEA may, in its sole discretion, agree to pay CONTRACTOR for services provided on days that a student’s attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. Any such determination by the LEA must be set forth in writing as a condition for such payment.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR’s service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR’s service providers. The LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and the LEA. In the event services were not provided, reasons for why the services were not provided shall be included. In the event of a service provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a LEA student no later than the fifth consecutive service day of the student’s absence. The LEA shall not be responsible for the payment of services when a student is absent.

62. LEA AND/OR NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by the LEA in accordance with Education Code section 41422 and 46392:

- a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether the LEA is open or closed.
- b. In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing their regular attendance, until an alternative placement can be found and implement LEA student IEPs in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c. In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEPs in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain an alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

If instruction or services, or both, cannot be provided to the student either at school or in person for more than 10 days due to an emergency condition described in Education Code sections 41422 and 46392, CONTRACTOR acknowledges the requirements of Education Code section 56345(a)(9) to provide special education and related services, supplementary aids and services, transition services (as applicable) and ESY (as applicable) as specified in the IEP. When the emergency school closure has ended, CONTRACTOR shall notify the LEA of any lost instructional minutes. CONTRACTOR and LEA shall work collaboratively to determine the need for make up days or service changes, and shall work together to amend the student's IEP and ISA as appropriate.

For any physical school closure in which in-person instruction is restricted due to the coronavirus/COVID-19, CONTRACTOR shall provide instruction in accordance with Education Code section 56345(a)(9) and Exhibit D, attached hereto and incorporated herein.

63. INSPECTION AND AUDIT

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

CONTRACTOR shall provide the LEA access to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers (last four digits unless otherwise required), dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and

canceled checks or facsimile thereof. Such access shall include unannounced inspections by the LEA. CONTRACTOR shall make available to the LEA all budgetary information including operating budgets submitted by CONTRACTOR to the LEA for the relevant contract period being audited.

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

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

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

64. RATE SCHEDULE

The rate schedule attached hereto as Exhibit A and incorporated herein by reference, limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in Paragraph 23 above and Education Code section 46000 et seq.

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

65. DEBARMENT CERTIFICATION

By signing this Agreement, CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local

government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1st day of July 2025 and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provide herein.

CONTRACTOR,
Olive Crest

LEA,

Nonpublic School/Agency

By:

By:

Signature

Date

Signature

Date

Don Rosales, Director Purchasing

Name and Title of Authorized
Representative

Name and Title of Authorized
Representative

Notices to CONTRACTOR shall be addressed to:

Name

Nonpublic School/Agency/Related Service Provider

Address

City

State

Zip

Phone

Fax

Email

Notices to LEA shall be addressed to the designees as set forth on Exhibit C

EXHIBIT A: 2025-2026 RATES

CONTRACTOR
(Olive Crest)

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:

Payment under this contract may not exceed

Total LEA enrollment m
exceed

Rate

Period

Daily Rate	\$235.89
Translation	\$88.23
Transportation	\$70.77
Private Transportation	\$202.08
1:1 Behavior Assist	\$139.35
1:1 Aide Transportation	\$75.87
Speech/Language	\$135.35
Speech/Language Assessment	\$140.69
DIS Counseling	\$142.90
Parent Training/Counseling	\$122.86
Behavior Support Outside School	\$118.97
FBA Assessment	\$135.65
Reconnect Program	\$231.26
Meals	\$12.50

*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 Av, Placentia, CA 92870

714-985-8664

gredira@pylusd.org

2. For matters regarding the Administration of the Master Contract including Insurance, Financial, including Payments, notices to LEA shall be delivered to:

Maria Luna Madrigal

Administrative Secretary, Student Support Services

1301 E Orangethorpe Av, Placentia, CA 92870

714-985-8609

mluna@pylusd.org

AND

Dena Mavritsakis

Account Technician, Special Education Department

1301 E Orangethorpe Av, Placentia, CA 92870

714-985-8660

dmavritsakis@pylusd.org

3. For matters regarding Behavior Interventions in accordance with Section 30 and Student Discipline in accordance with Section 31, notices to LEA shall be delivered to:

Erin McGowan

Psychologist on Special Assignment

1301 E Orangethorpe Av, Placentia, CA 92870

714-985-8669

emcgowan@pylusd.org

EXHIBIT D

SUPPLEMENT TO SECTION 62 – LEA AND/OR NONPUBLIC SCHOOL CLOSURES AS A RESULT OF COVID-19 AND COMPLIANCE WITH COVID-19 REQUIREMENTS

LEA and CONTRACTOR agree that in-person instruction shall be conducted in accordance with guidelines issued by the California Department of Education (“CDE”), California Department of Public Health (“CDPH”), Centers for Disease Control and Prevention (“CDC”), and Orange County Health Care Agency (“OCHCA”).

In the event a LEA student requests that CONTRACTOR provide virtual instruction, CONTRACTOR shall notify LEA and coordinate with LEA to convene an IEP team meeting to discuss placement and service options for student.

In the event the state or OCHCA mandate a return to distance learning/remote instruction/virtual instruction as a result of COVID-19 during the 2025-2026 school year, LEA and CONTRACTOR agree that any change from in-person instruction **shall be agreed to in writing by LEA and CONTRACTOR.**

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 6, 2025**

MASTER CONTRACT NON-PUBLIC SCHOOL (NPS) AGREEMENT WITH SPECTRUM-CENTER-ROSSIER PARK HIGH 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.

Spectrum Center Rossier Park High School is an NPS that can customize the student's learning environment into the right educational setting to maximize the academic, behavioral, and social success of the student. The learning environment is designed to provide balance and structure regardless of grade level or disability.

This agreement will be effective July 1, 2025-June 30, 2026.

Financial Impact

Budgeted special education funds NTE: \$150,000

Administrator

Renee Gray, Assistant Superintendent, Student Support Services

Gwen Redira, Director, Special Education

*NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY
SERVICES*

MASTER CONTRACT

2025-2026

*Spectrum-Center-Rossier Park High
School*

*5201 Virginia Way, #100
Brentwood, TN 37027*

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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 Placentia-Yorba Linda Unified School District (hereinafter referred to as “District” or local educational agency “LEA”) and _____ (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.

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 his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and the LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and the LEA. CONTRACTOR shall provide to the LEA any and all assessments (including testing protocols) and written assessment reports created by CONTRACTOR and any of its agents or subcontractors, upon request. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

If the CONTRACTOR or LEA is unable to convince the parent or guardian that the parent or guardian should attend the IEP, CONTRACTOR shall maintain a written record of its attempts to arrange a mutually agreed-upon time and place. The CONTRACTOR and LEA shall also take any

action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of considering a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or unless an interim alternative educational placement is deemed lawful and appropriate by the LEA or OAH.

33. SURROGATE PARENTS

CONTRACTOR shall comply with state and federal laws and regulations regarding assigning surrogate parents to LEA students.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including alternative dispute resolution, mediations and hearings, as requested by the LEA. CONTRACTOR shall also fully participate in the investigation of any complaint filed with the State of California, the Office for Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/IFSP as well as directing CONTRACTOR staff to be available to obtain information and/or prepare for an investigation or due process hearing.

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Special Education Compliance Compliant procedures pursuant to Title 5 of the California Code of Regulations section 3200 et seq.; (2) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (3) Nondiscrimination policies pursuant to Title 5 of the California Code of Regulations section 4960 (a); (4) Sexual Harassment Policies pursuant to California Education Code 231.5(a)(b)(c); (5) Student Grievance Procedure pursuant to Title IX 34 CFR sections 106.8 (a)(d) and 106.9 (a); and (6) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPAA). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to any LEA student and provide LEA with all documentation related to the complaint(s) and/or CONTRACTOR's investigation of complaints, including any and all reports generated as a result of an investigation.

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

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

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

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

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

CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings, unless the LEA agrees in writing prior to the completion of any work. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall assign grades and prepare transcripts at the close of each semester, or upon LEA student transfer, for each LEA student in grades nine (9) through twelve (12) inclusive, including students eligible for a diploma in accordance with Education Code section 51225.31. CONTRACTOR shall submit all transcripts to the LEA Director of Special Education for evaluation of progress toward completion of diploma requirements as specified by LEA.

38. LEA STUDENT CHANGE OF RESIDENCE

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

whether the student's IEP provides for an assistive technology device for use outside of the school setting. If the student's IEP provides an assistive technology device for use outside of the school setting then the student shall continue to be provided an assistive technology device for use outside the school setting until alternative arrangements are made or until two (2) months have elapsed from the date the student ceased to be enrolled in the LEA, whichever occurs first (Education Code section 56040.3). For foster youth, the definition of school of origin includes placement in a nonpublic school (Education Code sections 48853.5(g)(3) and 48204(a)(2)).

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

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall immediately report, by telephone and e-mail, to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call in writing via e-mail or other written notification to the LEA Director of Special Education and submit to the LEA and the Department of Education, if required, within five (5) business days of the withdrawal.

40. PARENT ACCESS

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

CONTRACTOR, if operating a program with a residential component, shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

CONTRACTOR shall notify LEA in writing of any verbal and/or written concern/problem reported to a student's parent during parental access to CONTRACTOR'S facilities that would impact implementation of the student's IEP or offer of a FAPE.

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with Penal Code section 627.1 et seq., as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

It is understood that the public school credentialed classroom teacher is responsible for the educational program.

It is understood that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the Master Contract.

CONTRACTOR, if providing services in a student's home as specified in the ISA, shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present during the provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the nonpublic school/nonpublic agency service provider. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS

If CONTRACTOR is a licensed children's institution, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq. CONTRACTOR shall comply with all monitoring requirements set forth in Section 44 below.

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

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

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

43. STATE MEAL MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49500 et seq., 49530 et seq., 49550 et seq., and Assembly Bill 130 (2021).

LEA at its sole discretion may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by another local school district.

CONTRACTOR acknowledges that the LEA does not receive any state or federal reimbursement for any meals CONTRACTOR provides to LEA students and that CONTRACTOR is only eligible to receive direct reimbursement if it is an approved site under the National School Lunch Program.

In the event the LEA requests CONTRACTOR to provide meals to LEA students, CONTRACTOR will provide breakfast and lunch to LEA students in compliance with the meal pattern requirements under the School Breakfast Program and National School Lunch Program nutritional standards. LEA shall reimburse CONTRACTOR for each meal made available at a mutually agreed upon rate. In the event CONTRACTOR is unable to provide meals, the LEA and CONTRACTOR will work collaboratively to find a solution. In the event CDE determines that meals do not need to be provided, this paragraph shall not apply.

CONTRACTOR shall maintain all documentation of meals provided to LEA students. CONTRACTOR shall comply with record keeping requirements under the School Breakfast Program and National School Lunch Program or LEA template. Upon request, CONTRACTOR shall provide copies of any such records to LEA. CONTRACTOR shall also allow LEA to conduct site monitoring visits as deemed necessary by the LEA.

If CONTRACTOR uses a third-party vendor to provide meals, CONTRACTOR will assure that the third-party vendor agrees to comply with all meal pattern requirements of the School Breakfast Program and National School Lunch Program nutritional standards. Upon request, CONTRACTOR shall provide LEA with any contracts it has with third-party vendors providing meals for students.

CONTRACTOR shall provide LEA with at least 30 days prior written notice of any change in its status under the National School Lunch Program/State Meal Mandate and shall work collaboratively with LEA to ensure that each eligible student receives required meals.

44. MONITORING

When CONTRACTOR is a nonpublic school, the LEA (or SELPA) shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and CONTRACTOR, a review of progress the pupil is making toward the goals set forth in the pupil's individualized education program, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA (or SELPA) shall conduct an onsite visit to CONTRACTOR before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

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

If CONTRACTOR is also an LCI, the LEA or its SELPA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

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

CONTRACTOR shall fully participate in any LEA and CDE compliance review, including any On-Site and Self Review and if applicable, District Validation Review. This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by the LEA. CONTRACTOR shall conduct any follow-up or corrective action procedures requested by LEA or CDE related to such compliance review.

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

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card in accordance with California Education Code section 33126.

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1, 35021.2 and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as “CDOJ”) and clearance from the Federal Bureau of Investigation (hereinafter referred to as “FBI”) for all of CONTRACTOR’s employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR’s employees and volunteers who will have or likely may have direct contact with LEA students shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to the LEA that none of its employees, volunteers, or subcontractors who will have or likely may have any direct contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee’s conviction of a violent or serious felony, the employee has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3051, 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or

credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a nonpublic school, the administrator of the nonpublic school shall hold or currently be in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities; (B) A pupil personnel services credential that authorizes school counseling or psychology; (C) A license as a clinical social worker issued by the Board of Behavioral Sciences; (D) A license in psychology regulated by the Board of Psychology; (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation; (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator; (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences; (H) A license as an educational psychologist issued by the Board of Behavioral Sciences; or (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a CDE certified NPS program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

47. CALSTRS OR PERS RETIREMENT REPORTING

CONTRACTOR understands that the LEA is required to report all monies paid under this agreement to the local county office of education or as otherwise required by law. Neither LEA nor CONTRACTOR shall have a duty to monitor wages of CalSTRS or PERS retirees to ensure that their earnings are within the limitation prescribed by these or any other retirement system. Neither LEA nor CONTRACTOR shall be liable if CONTRACTOR'S agent(s), officer(s) or employee(s) exceeds a retirement system's earnings limitation and is reinstated to employment or required to repay retirement benefits. CONTRACTOR agrees to cooperate with LEA should any notices be provided under this provision.

48. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to the LEA a staff list, and copies of all current and required licenses, certifications, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by CONTRACTOR and all individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. The LEA may file all licenses, certifications, credentials, permits or other documents with the office of the County Superintendent of Schools. CONTRACTOR shall notify the LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall immediately, and in no circumstances longer than five (5) business days, provide to the LEA updated information regarding the status of licenses, certifications, credentials, permits and/or other documents of any known changes. Failure to provide properly qualified personnel to provide services as specified in a LEA student's IEP shall be cause for termination of the Master Contract.

49. STAFF ABSENCE

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

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

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

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the instructional program, and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

For services provided outside of a pupil's school or in a pupil's home, as specified in the IEP, CONTRACTOR shall ensure that at least one parent of the pupil or an LEA-approved responsible adult is present during the provision of services. As used in this provision, the term "services" shall not apply to field trips or community based instruction taking place outside of the school. All problems and/or concerns reported to parents, both verbal and written shall also be reported to the LEA.

HEALTH AND SAFETY MANDATES

51. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et seq., 49406, and Health and Safety Code section 121525 regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to the LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

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

52. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities is required to comply with applicable federal, state, and local laws, regulations, and ordinances. CONTRACTOR shall maintain a school site safety plan incorporating disaster procedures, routine and emergency crisis response plan, including adaptations for pupils with disabilities.

53. ADMINISTRATION OF MEDICATION

Unless otherwise set forth in the student's ISA, CONTRACTOR shall comply with the requirements of California Education Code section 49423 and Title 5 of the California Code of Regulations section 600 et seq. when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to

administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to the LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders and for securely storing medication. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

54. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours by fax and mail, or electronically, any accident or incident report to the LEA representative specified on Exhibit C, attached hereto and incorporated herein, including any behavior incident or behavior emergency intervention. LEA may specify procedures to be implemented by CONTRACTOR or forms to be submitted by CONTRACTOR related to accident or incident reporting.

CONTRACTOR shall notify LEA in writing, of any pupil-involved incident in which law enforcement was contacted. CONTRACTOR shall provide such written notice no later than one (1) business day after the incident occurred in accordance with Education Code section 56366.1(i).

55. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

56. SEXUAL HARASSMENT/DISCRIMINATION

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

57. REPORTING OF MISSING CHILDREN

CONTRACTOR assures the LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

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

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedure as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program and each related service. Original attendance forms (for example, roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by the LEA during the effective period of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to the LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents may be submitted electronically if requested by LEA and CONTRACTOR has the systems in place to generate the requested documents. The LEA may designate forms for use by CONTRACTOR when submitting invoices. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the ISA or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and the name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

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

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30)

calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by the LEA.

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

59. RIGHT TO WITHHOLD PAYMENT

The LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Master Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

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

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

If the LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for the LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such

notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment, submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, the LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

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

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

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2). CONTRACTOR disagrees with the language of California Education Code section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its right to challenge that provision.

60. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify the LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to the LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually thereafter.

61. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by LEA) substitute. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation

evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student’s IEP or ISA.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of the LEA student’s unexcused absence, CONTRACTOR shall notify the LEA of such absence.

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

In the event a LEA student is chronically absent due to school refusal or other behaviors related to the student’s disability and IEP interventions have been unsuccessful in improving school attendance, CONTRACTOR may request that LEA provide payment for a billable day of attendance related to such absences, on a case-by-case basis given the unique circumstances of the student and the student’s individualized needs. LEA may, in its sole discretion, agree to pay CONTRACTOR for services provided on days that a student’s attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. Any such determination by the LEA must be set forth in writing as a condition for such payment.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR’s service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR’s service providers. The LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and the LEA. In the event services were not provided, reasons for why the services were not provided shall be included. In the event of a service provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a LEA student no later than the fifth consecutive service day of the student’s absence. The LEA shall not be responsible for the payment of services when a student is absent.

62. LEA AND/OR NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by the LEA in accordance with Education Code section 41422 and 46392:

- a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether the LEA is open or closed.
- b. In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing their regular attendance, until an alternative placement can be found and implement LEA student IEPs in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c. In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEPs in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain an alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

If instruction or services, or both, cannot be provided to the student either at school or in person for more than 10 days due to an emergency condition described in Education Code sections 41422 and 46392, CONTRACTOR acknowledges the requirements of Education Code section 56345(a)(9) to provide special education and related services, supplementary aids and services, transition services (as applicable) and ESY (as applicable) as specified in the IEP. When the emergency school closure has ended, CONTRACTOR shall notify the LEA of any lost instructional minutes. CONTRACTOR and LEA shall work collaboratively to determine the need for make up days or service changes, and shall work together to amend the student's IEP and ISA as appropriate.

For any physical school closure in which in-person instruction is restricted due to the coronavirus/COVID-19, CONTRACTOR shall provide instruction in accordance with Education Code section 56345(a)(9) and Exhibit D, attached hereto and incorporated herein.

63. INSPECTION AND AUDIT

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

CONTRACTOR shall provide the LEA access to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers (last four digits unless otherwise required), dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and

canceled checks or facsimile thereof. Such access shall include unannounced inspections by the LEA. CONTRACTOR shall make available to the LEA all budgetary information including operating budgets submitted by CONTRACTOR to the LEA for the relevant contract period being audited.

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

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

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

64. RATE SCHEDULE

The rate schedule attached hereto as Exhibit A and incorporated herein by reference, limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in Paragraph 23 above and Education Code section 46000 et seq.

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

65. DEBARMENT CERTIFICATION

By signing this Agreement, CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local

government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1st day of July 2025 and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provide herein.

CONTRACTOR,
Spectrum-Center-Rossier Park High School

LEA,

Nonpublic School/Agency

By:

By:

Signature

Date

Signature

Date

Don Rosales, Director Purchasing

Name and Title of Authorized
Representative

Name and Title of Authorized
Representative

Notices to CONTRACTOR shall be addressed to:

Name

Nonpublic School/Agency/Related Service Provider

Address

City

State

Zip

Phone

Fax

Email

Notices to LEA shall be addressed to the designees as set forth on Exhibit C

EXHIBIT A: 2025-2026 RATES

CONTRACTOR _____ **CONTRACTOR NUMBER** _____ **2025-2026**
(Spectrum-Center-Rossier Park High School) (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 m
 exceed

Rate

Period

Daily Rate	\$230.51
Transportation Zone 1	\$53.04
Transportation Zone 2	\$61.07
Transportation Zone 3	\$68.34
Transportation Zone 4	\$80.38
APE Ind, group, consult	\$91.18
Speech/language ind, group, consult	\$129.24
1:1 aide/transportation	\$25.26
Counseling ind, gorup, consult	\$123.34
Counseling Parent	\$114.20
Speech/language consult	\$129.24
Meals	\$12.75
Behavior Intervention	\$140.26
Workability	\$0

*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 Av, Placentia, CA 92870

714-985-8664

gredira@pylusd.org

2. For matters regarding the Administration of the Master Contract including Insurance, Financial, including Payments, notices to LEA shall be delivered to:

Maria Luna Madrigal

Administrative Secretary, Student Support Services

1301 E Orangethorpe Av, Placentia, CA 92870

714-985-8609

mluna@pylusd.org

AND

Dena Mavritsakis

Account Technician, Special Education Department

1301 E Orangethorpe Av, Placentia, CA 92870

714-985-8660

dmavritsakis@pylusd.org

3. For matters regarding Behavior Interventions in accordance with Section 30 and Student Discipline in accordance with Section 31, notices to LEA shall be delivered to:

Erin McGowan

Psychologist on Special Assignment

1301 E Orangethorpe Av, Placentia, CA 92870

714-985-8669

emcgowan@pylusd.org

EXHIBIT D

SUPPLEMENT TO SECTION 62 – LEA AND/OR NONPUBLIC SCHOOL CLOSURES AS A RESULT OF COVID-19 AND COMPLIANCE WITH COVID-19 REQUIREMENTS

LEA and CONTRACTOR agree that in-person instruction shall be conducted in accordance with guidelines issued by the California Department of Education (“CDE”), California Department of Public Health (“CDPH”), Centers for Disease Control and Prevention (“CDC”), and Orange County Health Care Agency (“OCHCA”).

In the event a LEA student requests that CONTRACTOR provide virtual instruction, CONTRACTOR shall notify LEA and coordinate with LEA to convene an IEP team meeting to discuss placement and service options for student.

In the event the state or OCHCA mandate a return to distance learning/remote instruction/virtual instruction as a result of COVID-19 during the 2025-2026 school year, LEA and CONTRACTOR agree that any change from in-person instruction **shall be agreed to in writing by LEA and CONTRACTOR.**

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 6, 2025**

MASTER CONTRACT NON-PUBLIC SCHOOL (NPS) AGREEMENT WITH BEACON DAY 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.

Beacon Day School is an NPS that provides an environment and a level of services for students who require more intensive support than the school district is able to provide.

This agreement will be effective July 1, 2025-June 30, 2026.

Financial Impact

Budgeted special education funds NTE: \$175,000

Administrator

Renee Gray, Assistant Superintendent, Student Support Services
Gwen Redira, Director, Special Education

*NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY
SERVICES*

MASTER CONTRACT

2025-2026

*Beacon Day School
24 Centerpointe Drive
La Palma, CA 90623*

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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 Placentia-Yorba Linda Unified School District (hereinafter referred to as “District” or local educational agency “LEA”) and **Beacon Day School** (hereinafter referred to as “CONTRACTOR”) for the purpose of providing special education and/or related services to District students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this Agreement, does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as “ISA”). Unless otherwise agreed in writing, the ISA shall acknowledge CONTRACTOR’s obligation to provide all services specified in the student’s Individualized Education Program (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of an LEA student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed agreement between LEA and parent, authorized by LEA for a transfer student pursuant to California Education Code section 56325, or otherwise authorized by LEA without a signed IEP, LEA is not responsible for the costs associated with nonpublic school placement or nonpublic agency services until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement or nonpublic agency services is appropriate, and the IEP is signed by the LEA student’s parent.

2. CERTIFICATIONS AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq. and within the professional scope of practice of each provider’s license, certification and/or credential. In addition to meeting the

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

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

A current copy of CONTRACTOR's licenses and nonpublic school/agency certifications, or a validly issued waiver of any such certification, must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. CONTRACTOR must immediately (and under no circumstances longer than three (3) calendar days) notify LEA if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or subject to a pending administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. If any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract, this Master Contract shall terminate as of the date of such action.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program, constitutes a breach of the Master Contract and may result in the termination of this Master Contract by the LEA and/or suspension or revocation of CDE certification.

Total student enrollment shall be limited to capacity as stated on CDE certification. Total class size shall be limited to capacity as stated in Section 24 of the Master Contract.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations including but not limited to the provision of special education and/or related services, facilities for individuals with exceptional needs, pupil enrollment, attendance and transfer, corporal punishment, pupil discipline, and positive behavioral interventions.

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 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.

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 his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and the LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and the LEA. CONTRACTOR shall provide to the LEA any and all assessments (including testing protocols) and written assessment reports created by CONTRACTOR and any of its agents or subcontractors, upon request. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

If the CONTRACTOR or LEA is unable to convince the parent or guardian that the parent or guardian should attend the IEP, CONTRACTOR shall maintain a written record of its attempts to arrange a mutually agreed-upon time and place. The CONTRACTOR and LEA shall also take any

action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of considering a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or unless an interim alternative educational placement is deemed lawful and appropriate by the LEA or OAH.

33. SURROGATE PARENTS

CONTRACTOR shall comply with state and federal laws and regulations regarding assigning surrogate parents to LEA students.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including alternative dispute resolution, mediations and hearings, as requested by the LEA. CONTRACTOR shall also fully participate in the investigation of any complaint filed with the State of California, the Office for Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/IFSP as well as directing CONTRACTOR staff to be available to obtain information and/or prepare for an investigation or due process hearing.

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Special Education Compliance Compliant procedures pursuant to Title 5 of the California Code of Regulations section 3200 et seq.; (2) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (3) Nondiscrimination policies pursuant to Title 5 of the California Code of Regulations section 4960 (a); (4) Sexual Harassment Policies pursuant to California Education Code 231.5(a)(b)(c); (5) Student Grievance Procedure pursuant to Title IX 34 CFR sections 106.8 (a)(d) and 106.9 (a); and (6) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPAA). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to any LEA student and provide LEA with all documentation related to the complaint(s) and/or CONTRACTOR's investigation of complaints, including any and all reports generated as a result of an investigation.

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

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

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

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

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

CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings, unless the LEA agrees in writing prior to the completion of any work. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall assign grades and prepare transcripts at the close of each semester, or upon LEA student transfer, for each LEA student in grades nine (9) through twelve (12) inclusive, including students eligible for a diploma in accordance with Education Code section 51225.31. CONTRACTOR shall submit all transcripts to the LEA Director of Special Education for evaluation of progress toward completion of diploma requirements as specified by LEA.

38. LEA STUDENT CHANGE OF RESIDENCE

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

whether the student's IEP provides for an assistive technology device for use outside of the school setting. If the student's IEP provides an assistive technology device for use outside of the school setting then the student shall continue to be provided an assistive technology device for use outside the school setting until alternative arrangements are made or until two (2) months have elapsed from the date the student ceased to be enrolled in the LEA, whichever occurs first (Education Code section 56040.3). For foster youth, the definition of school of origin includes placement in a nonpublic school (Education Code sections 48853.5(g)(3) and 48204(a)(2)).

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

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall immediately report, by telephone and e-mail, to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call in writing via e-mail or other written notification to the LEA Director of Special Education and submit to the LEA and the Department of Education, if required, within five (5) business days of the withdrawal.

40. PARENT ACCESS

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

CONTRACTOR, if operating a program with a residential component, shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

CONTRACTOR shall notify LEA in writing of any verbal and/or written concern/problem reported to a student's parent during parental access to CONTRACTOR'S facilities that would impact implementation of the student's IEP or offer of a FAPE.

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with Penal Code section 627.1 et seq., as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

It is understood that the public school credentialed classroom teacher is responsible for the educational program.

It is understood that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the Master Contract.

CONTRACTOR, if providing services in a student's home as specified in the ISA, shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present during the provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the nonpublic school/nonpublic agency service provider. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS

If CONTRACTOR is a licensed children's institution, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq. CONTRACTOR shall comply with all monitoring requirements set forth in Section 44 below.

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

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

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

43. STATE MEAL MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49500 et seq., 49530 et seq., 49550 et seq., and Assembly Bill 130 (2021).

LEA at its sole discretion may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by another local school district.

CONTRACTOR acknowledges that the LEA does not receive any state or federal reimbursement for any meals CONTRACTOR provides to LEA students and that CONTRACTOR is only eligible to receive direct reimbursement if it is an approved site under the National School Lunch Program.

In the event the LEA requests CONTRACTOR to provide meals to LEA students, CONTRACTOR will provide breakfast and lunch to LEA students in compliance with the meal pattern requirements under the School Breakfast Program and National School Lunch Program nutritional standards. LEA shall reimburse CONTRACTOR for each meal made available at a mutually agreed upon rate. In the event CONTRACTOR is unable to provide meals, the LEA and CONTRACTOR will work collaboratively to find a solution. In the event CDE determines that meals do not need to be provided, this paragraph shall not apply.

CONTRACTOR shall maintain all documentation of meals provided to LEA students. CONTRACTOR shall comply with record keeping requirements under the School Breakfast Program and National School Lunch Program or LEA template. Upon request, CONTRACTOR shall provide copies of any such records to LEA. CONTRACTOR shall also allow LEA to conduct site monitoring visits as deemed necessary by the LEA.

If CONTRACTOR uses a third-party vendor to provide meals, CONTRACTOR will assure that the third-party vendor agrees to comply with all meal pattern requirements of the School Breakfast Program and National School Lunch Program nutritional standards. Upon request, CONTRACTOR shall provide LEA with any contracts it has with third-party vendors providing meals for students.

CONTRACTOR shall provide LEA with at least 30 days prior written notice of any change in its status under the National School Lunch Program/State Meal Mandate and shall work collaboratively with LEA to ensure that each eligible student receives required meals.

44. MONITORING

When CONTRACTOR is a nonpublic school, the LEA (or SELPA) shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and CONTRACTOR, a review of progress the pupil is making toward the goals set forth in the pupil's individualized education program, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA (or SELPA) shall conduct an onsite visit to CONTRACTOR before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

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

If CONTRACTOR is also an LCI, the LEA or its SELPA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

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

CONTRACTOR shall fully participate in any LEA and CDE compliance review, including any On-Site and Self Review and if applicable, District Validation Review. This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by the LEA. CONTRACTOR shall conduct any follow-up or corrective action procedures requested by LEA or CDE related to such compliance review.

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

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card in accordance with California Education Code section 33126.

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1, 35021.2 and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as “CDOJ”) and clearance from the Federal Bureau of Investigation (hereinafter referred to as “FBI”) for all of CONTRACTOR’s employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR’s employees and volunteers who will have or likely may have direct contact with LEA students shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to the LEA that none of its employees, volunteers, or subcontractors who will have or likely may have any direct contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee’s conviction of a violent or serious felony, the employee has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3051, 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or

credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a nonpublic school, the administrator of the nonpublic school shall hold or currently be in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities; (B) A pupil personnel services credential that authorizes school counseling or psychology; (C) A license as a clinical social worker issued by the Board of Behavioral Sciences; (D) A license in psychology regulated by the Board of Psychology; (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation; (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator; (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences; (H) A license as an educational psychologist issued by the Board of Behavioral Sciences; or (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a CDE certified NPS program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

47. CALSTRS OR PERS RETIREMENT REPORTING

CONTRACTOR understands that the LEA is required to report all monies paid under this agreement to the local county office of education or as otherwise required by law. Neither LEA nor CONTRACTOR shall have a duty to monitor wages of CalSTRS or PERS retirees to ensure that their earnings are within the limitation prescribed by these or any other retirement system. Neither LEA nor CONTRACTOR shall be liable if CONTRACTOR'S agent(s), officer(s) or employee(s) exceeds a retirement system's earnings limitation and is reinstated to employment or required to repay retirement benefits. CONTRACTOR agrees to cooperate with LEA should any notices be provided under this provision.

48. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to the LEA a staff list, and copies of all current and required licenses, certifications, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by CONTRACTOR and all individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. The LEA may file all licenses, certifications, credentials, permits or other documents with the office of the County Superintendent of Schools. CONTRACTOR shall notify the LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall immediately, and in no circumstances longer than five (5) business days, provide to the LEA updated information regarding the status of licenses, certifications, credentials, permits and/or other documents of any known changes. Failure to provide properly qualified personnel to provide services as specified in a LEA student's IEP shall be cause for termination of the Master Contract.

49. STAFF ABSENCE

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

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

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

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the instructional program, and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

For services provided outside of a pupil's school or in a pupil's home, as specified in the IEP, CONTRACTOR shall ensure that at least one parent of the pupil or an LEA-approved responsible adult is present during the provision of services. As used in this provision, the term "services" shall not apply to field trips or community based instruction taking place outside of the school. All problems and/or concerns reported to parents, both verbal and written shall also be reported to the LEA.

HEALTH AND SAFETY MANDATES

51. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et seq., 49406, and Health and Safety Code section 121525 regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to the LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

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

52. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities is required to comply with applicable federal, state, and local laws, regulations, and ordinances. CONTRACTOR shall maintain a school site safety plan incorporating disaster procedures, routine and emergency crisis response plan, including adaptations for pupils with disabilities.

53. ADMINISTRATION OF MEDICATION

Unless otherwise set forth in the student's ISA, CONTRACTOR shall comply with the requirements of California Education Code section 49423 and Title 5 of the California Code of Regulations section 600 et seq. when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to

administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to the LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders and for securely storing medication. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

54. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours by fax and mail, or electronically, any accident or incident report to the LEA representative specified on Exhibit C, attached hereto and incorporated herein, including any behavior incident or behavior emergency intervention. LEA may specify procedures to be implemented by CONTRACTOR or forms to be submitted by CONTRACTOR related to accident or incident reporting.

CONTRACTOR shall notify LEA in writing, of any pupil-involved incident in which law enforcement was contacted. CONTRACTOR shall provide such written notice no later than one (1) business day after the incident occurred in accordance with Education Code section 56366.1(i).

55. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

56. SEXUAL HARASSMENT/DISCRIMINATION

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

57. REPORTING OF MISSING CHILDREN

CONTRACTOR assures the LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

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

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedure as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program and each related service. Original attendance forms (for example, roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by the LEA during the effective period of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to the LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents may be submitted electronically if requested by LEA and CONTRACTOR has the systems in place to generate the requested documents. The LEA may designate forms for use by CONTRACTOR when submitting invoices. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the ISA or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and the name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

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

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30)

calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by the LEA.

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

59. RIGHT TO WITHHOLD PAYMENT

The LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Master Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

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

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

If the LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for the LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such

notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment, submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, the LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

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

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

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2). CONTRACTOR disagrees with the language of California Education Code section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its right to challenge that provision.

60. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify the LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to the LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually thereafter.

61. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by LEA) substitute. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation

evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student’s IEP or ISA.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of the LEA student’s unexcused absence, CONTRACTOR shall notify the LEA of such absence.

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

In the event a LEA student is chronically absent due to school refusal or other behaviors related to the student’s disability and IEP interventions have been unsuccessful in improving school attendance, CONTRACTOR may request that LEA provide payment for a billable day of attendance related to such absences, on a case-by-case basis given the unique circumstances of the student and the student’s individualized needs. LEA may, in its sole discretion, agree to pay CONTRACTOR for services provided on days that a student’s attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. Any such determination by the LEA must be set forth in writing as a condition for such payment.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR’s service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR’s service providers. The LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and the LEA. In the event services were not provided, reasons for why the services were not provided shall be included. In the event of a service provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a LEA student no later than the fifth consecutive service day of the student’s absence. The LEA shall not be responsible for the payment of services when a student is absent.

62. LEA AND/OR NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by the LEA in accordance with Education Code section 41422 and 46392:

- a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether the LEA is open or closed.
- b. In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing their regular attendance, until an alternative placement can be found and implement LEA student IEPs in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c. In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEPs in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain an alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

If instruction or services, or both, cannot be provided to the student either at school or in person for more than 10 days due to an emergency condition described in Education Code sections 41422 and 46392, CONTRACTOR acknowledges the requirements of Education Code section 56345(a)(9) to provide special education and related services, supplementary aids and services, transition services (as applicable) and ESY (as applicable) as specified in the IEP. When the emergency school closure has ended, CONTRACTOR shall notify the LEA of any lost instructional minutes. CONTRACTOR and LEA shall work collaboratively to determine the need for make up days or service changes, and shall work together to amend the student's IEP and ISA as appropriate.

For any physical school closure in which in-person instruction is restricted due to the coronavirus/COVID-19, CONTRACTOR shall provide instruction in accordance with Education Code section 56345(a)(9) and Exhibit D, attached hereto and incorporated herein.

63. INSPECTION AND AUDIT

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

CONTRACTOR shall provide the LEA access to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers (last four digits unless otherwise required), dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and

canceled checks or facsimile thereof. Such access shall include unannounced inspections by the LEA. CONTRACTOR shall make available to the LEA all budgetary information including operating budgets submitted by CONTRACTOR to the LEA for the relevant contract period being audited.

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

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

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

64. RATE SCHEDULE

The rate schedule attached hereto as Exhibit A and incorporated herein by reference, limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in Paragraph 23 above and Education Code section 46000 et seq.

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

65. DEBARMENT CERTIFICATION

By signing this Agreement, CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local

government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1st day of July 2025 and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provide herein.

CONTRACTOR,
Beacon Day School

LEA,

Nonpublic School/Agency

By:

By:

Signature

Date

Signature

Date

Don Rosales, Director, Purchasing

Name and Title of Authorized
Representative

Name and Title of Authorized
Representative

Notices to CONTRACTOR shall be addressed to:

Name

Nonpublic School/Agency/Related Service Provider

Address

City

State

Zip

Phone

Fax

Email

Notices to LEA shall be addressed to the designees as set forth on Exhibit C

EXHIBIT A: 2025-2026 RATES

CONTRACTOR _____ **CONTRACTOR NUMBER** _____ **2025-2026**
Beacon Day School _____ **(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 m	_____
exceed	_____
	Rate _____ Period _____
Daily Rate	\$243.10
BI BII	\$68.64
BI LVNI	\$69.00
BI Supervision BID	\$126.17
APE	\$132.60
Speech/Language	\$140.56
OT	\$151.37
PT	\$151.37
Counseling	\$151.16
BII on Transportation	\$97.31
Transportation = \$2.50/mile	\$97.31
FBA	\$140.56
Behavior Intervention BCBA (hourly)	\$108.18
Home Instruction (HHI) hourly	\$56.10

*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 Av, Placentia, CA 92870

714-985-8664

gredira@pylusd.org

2. For matters regarding the Administration of the Master Contract including Insurance, Financial, including Payments, notices to LEA shall be delivered to:

Maria Luna Madrigal

Administrative Secretary, Student Support Services

1301 E Orangethorpe Av, Placentia, CA 92870

714-985-8609

mluna@pylUSD.org

AND

Dena Mavritsakis

Account Technician, Special Education Department

1301 E Orangethorpe Av, Placentia, CA 92870

714-985-8660

dmavritsakis@pylUSD.org

3. For matters regarding Behavior Interventions in accordance with Section 30 and Student Discipline in accordance with Section 31, notices to LEA shall be delivered to:

Erin McGowan

Psychologist on Special Assignment

1301 E Orangethorpe Av, Placentia, CA 92870

714-985-8669

emcgowan@pylUSD.org

EXHIBIT D

SUPPLEMENT TO SECTION 62 – LEA AND/OR NONPUBLIC SCHOOL CLOSURES AS A RESULT OF COVID-19 AND COMPLIANCE WITH COVID-19 REQUIREMENTS

LEA and CONTRACTOR agree that in-person instruction shall be conducted in accordance with guidelines issued by the California Department of Education (“CDE”), California Department of Public Health (“CDPH”), Centers for Disease Control and Prevention (“CDC”), and Orange County Health Care Agency (“OCHCA”).

In the event a LEA student requests that CONTRACTOR provide virtual instruction, CONTRACTOR shall notify LEA and coordinate with LEA to convene an IEP team meeting to discuss placement and service options for student.

In the event the state or OCHCA mandate a return to distance learning/remote instruction/virtual instruction as a result of COVID-19 during the 2025-2026 school year, LEA and CONTRACTOR agree that any change from in-person instruction **shall be agreed to in writing by LEA and CONTRACTOR.**

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 6, 2025**

**MASTER CONTRACT NON-PUBLIC SCHOOL (NPS) AGREEMENT WITH CONDAS &
ASSOCIATES INC., DBA OCEAN VIEW NONPUBLIC 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.

Ocean View Nonpublic School provides an environment and level of services for students who require more intensive support than the school district is able to provide.

This agreement will be effective July 1, 2025-June 30, 2026.

Financial Impact

Budgeted special education funds NTE: \$225,000

Administrator

Renee Gray, Assistant Superintendent, Student Support Services
Gwen Redira, Director, Special Education

*NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY
SERVICES*

MASTER CONTRACT

2025-2026

*Condas & Associates Inc dba
Ocean View Nonpublic School
30615 Avenida de la Flores
Rancho Santa Margarita, CA 92688*

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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 Placentia-Yorba Linda Unified School District (hereinafter referred to as “District” or local educational agency “LEA”) and **Condas & Associates Inc dba Ocean View Nonpublic School** (hereinafter referred to as “CONTRACTOR”) for the purpose of providing special education and/or related services to District students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this Agreement, does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as “ISA”). Unless otherwise agreed in writing, the ISA shall acknowledge CONTRACTOR’s obligation to provide all services specified in the student’s Individualized Education Program (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of an LEA student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed agreement between LEA and parent, authorized by LEA for a transfer student pursuant to California Education Code section 56325, or otherwise authorized by LEA without a signed IEP, LEA is not responsible for the costs associated with nonpublic school placement or nonpublic agency services until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement or nonpublic agency services is appropriate, and the IEP is signed by the LEA student’s parent.

2. CERTIFICATIONS AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and

as defined in California Education Code, section 56366 et seq. and within the professional scope of practice of each provider's license, certification and/or credential. In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

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

A current copy of CONTRACTOR's licenses and nonpublic school/agency certifications, or a validly issued waiver of any such certification, must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. CONTRACTOR must immediately (and under no circumstances longer than three (3) calendar days) notify LEA if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or subject to a pending administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. If any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract, this Master Contract shall terminate as of the date of such action.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program, constitutes a breach of the Master Contract and may result in the termination of this Master Contract by the LEA and/or suspension or revocation of CDE certification.

Total student enrollment shall be limited to capacity as stated on CDE certification. Total class size shall be limited to capacity as stated in Section 24 of the Master Contract.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations including but not limited to the provision of special education and/or related services, facilities for individuals with exceptional needs, pupil enrollment, attendance and transfer, corporal punishment, pupil discipline, and positive behavioral interventions.

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 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.

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 his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and the LEA shall participate in all IEP team meetings regarding

LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and the LEA. CONTRACTOR shall provide to the LEA any and all assessments (including testing protocols) and written assessment reports created by CONTRACTOR and any of its agents or subcontractors, upon request. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

If the CONTRACTOR or LEA is unable to convince the parent or guardian that the parent or guardian should attend the IEP, CONTRACTOR shall maintain a written record of its attempts to arrange a mutually agreed-upon time and place. The CONTRACTOR and LEA shall also take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of considering a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or unless an interim alternative educational placement is deemed lawful and appropriate by the LEA or OAH.

33. SURROGATE PARENTS

CONTRACTOR shall comply with state and federal laws and regulations regarding assigning surrogate parents to LEA students.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including alternative dispute resolution, mediations and hearings, as requested by the LEA. CONTRACTOR shall also fully participate in the investigation of any complaint filed with the State of California, the Office for Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/IFSP as well as directing CONTRACTOR staff to be available to obtain information and/or prepare for an investigation or due process hearing.

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Special Education Compliance Compliant procedures pursuant to Title 5 of the California Code of Regulations section 3200 et seq.; (2) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (3) Nondiscrimination policies pursuant to Title 5 of the California Code of Regulations section 4960 (a); (4) Sexual Harassment Policies pursuant to California Education Code 231.5(a)(b)(c); (5) Student Grievance Procedure pursuant to Title IX 34 CFR sections 106.8 (a)(d) and 106.9 (a); and (6) Notice of Privacy Practices in compliance with

Health Insurance Portability and Accountability Act (HIPAA). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to any LEA student and provide LEA with all documentation related to the complaint(s) and/or CONTRACTOR's investigation of complaints, including any and all reports generated as a result of an investigation.

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

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

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

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

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

CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings, unless the LEA agrees in writing prior to the completion of any work. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall assign grades and prepare transcripts at the close of each semester, or upon LEA student transfer, for each LEA student in grades nine (9) through twelve (12) inclusive, including students eligible for a diploma in accordance with Education Code section 51225.31. CONTRACTOR shall submit all transcripts to the LEA Director of Special Education for evaluation of progress toward completion of diploma requirements as specified by LEA.

38. LEA STUDENT CHANGE OF RESIDENCE

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents. Within five (5) school days from the date CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify the LEA, in writing, of the LEA student's change of residence and whether the student's IEP provides for an assistive technology device for use outside of the school setting. If the student's IEP provides an assistive technology device for use outside of the school setting then the student shall continue to be provided an assistive technology device for use outside the school setting until alternative arrangements are made or until two (2) months have elapsed from the date the student ceased to be enrolled in the LEA, whichever occurs first (Education Code section 56040.3). For foster youth, the definition of school of origin includes placement in a nonpublic school (Education Code sections 48853.5(g)(3) and 48204(a)(2)).

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

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall immediately report, by telephone and e-mail, to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call in writing via e-mail or other written notification to the LEA Director of Special Education and submit to the LEA and the Department of Education, if required, within five (5) business days of the withdrawal.

40. PARENT ACCESS

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

CONTRACTOR, if operating a program with a residential component, shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

CONTRACTOR shall notify LEA in writing of any verbal and/or written concern/problem reported to a student's parent during parental access to CONTRACTOR'S facilities that would impact implementation of the student's IEP or offer of a FAPE.

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with Penal Code section 627.1 et seq., as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

It is understood that the public school credentialed classroom teacher is responsible for the educational program.

It is understood that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the Master Contract.

CONTRACTOR, if providing services in a student's home as specified in the ISA, shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present during the provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the nonpublic school/nonpublic agency service provider. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS

If CONTRACTOR is a licensed children's institution, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq. CONTRACTOR shall comply with all monitoring requirements set forth in Section 44 below.

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

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

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

43. STATE MEAL MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49500 et seq., 49530 et seq., 49550 et seq., and Assembly Bill 130 (2021).

LEA at its sole discretion may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by another local school district.

CONTRACTOR acknowledges that the LEA does not receive any state or federal reimbursement for any meals CONTRACTOR provides to LEA students and that CONTRACTOR is only eligible to receive direct reimbursement if it is an approved site under the National School Lunch Program.

In the event the LEA requests CONTRACTOR to provide meals to LEA students, CONTRACTOR will provide breakfast and lunch to LEA students in compliance with the meal pattern requirements under the School Breakfast Program and National School Lunch Program nutritional standards. LEA shall reimburse CONTRACTOR for each meal made available at a mutually agreed upon rate. In the event CONTRACTOR is unable to provide meals, the LEA and CONTRACTOR will work collaboratively to find a solution. In the event CDE determines that meals do not need to be provided, this paragraph shall not apply.

CONTRACTOR shall maintain all documentation of meals provided to LEA students. CONTRACTOR shall comply with record keeping requirements under the School Breakfast Program and National School Lunch Program or LEA template. Upon request, CONTRACTOR shall provide copies of any such records to LEA. CONTRACTOR shall also allow LEA to conduct site monitoring visits as deemed necessary by the LEA.

If CONTRACTOR uses a third-party vendor to provide meals, CONTRACTOR will assure that the third-party vendor agrees to comply with all meal pattern requirements of the School Breakfast Program and National School Lunch Program nutritional standards. Upon request, CONTRACTOR shall provide LEA with any contracts it has with third-party vendors providing meals for students.

CONTRACTOR shall provide LEA with at least 30 days prior written notice of any change in its status under the National School Lunch Program/State Meal Mandate and shall work collaboratively with LEA to ensure that each eligible student receives required meals.

44. MONITORING

When CONTRACTOR is a nonpublic school, the LEA (or SELPA) shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and CONTRACTOR, a review of progress the pupil is making toward the goals set forth in the pupil's individualized education program, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a

walkthrough of the facility. The LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA (or SELPA) shall conduct an onsite visit to CONTRACTOR before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

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

If CONTRACTOR is also an LCI, the LEA or its SELPA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

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

CONTRACTOR shall fully participate in any LEA and CDE compliance review, including any On-Site and Self Review and if applicable, District Validation Review. This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by the LEA. CONTRACTOR shall conduct any follow-up or corrective action procedures requested by LEA or CDE related to such compliance review.

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

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card in accordance with California Education Code section 33126.

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1, 35021.2 and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for all of CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers who will have or likely may have direct contact with LEA students shall not come in contact with LEA students until both CDOJ and

FBI clearance are ascertained. CONTRACTOR shall further certify in writing to the LEA that none of its employees, volunteers, or subcontractors who will have or likely may have any direct contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, the employee has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3051, 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a nonpublic school, the administrator of the nonpublic school shall hold or currently be in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities; (B) A pupil personnel services credential that authorizes school counseling or psychology; (C) A license as a clinical social worker issued by the Board of Behavioral Sciences; (D) A license in psychology regulated by the Board of Psychology; (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation; (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator; (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences; (H) A license as an educational psychologist issued by the Board of Behavioral Sciences; or (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a CDE certified NPS program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

47. CALSTRS OR PERS RETIREMENT REPORTING

CONTRACTOR understands that the LEA is required to report all monies paid under this agreement to the local county office of education or as otherwise required by law. Neither LEA nor CONTRACTOR shall have a duty to monitor wages of CalSTRS or PERS retirees to ensure that their earnings are within the limitation prescribed by these or any other retirement system. Neither LEA nor CONTRACTOR shall be liable if CONTRACTOR'S agent(s), officer(s) or employee(s) exceeds a retirement system's earnings limitation and is reinstated to employment or required to repay retirement benefits. CONTRACTOR agrees to cooperate with LEA should any notices be provided under this provision.

48. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to the LEA a staff list, and copies of all current and required licenses, certifications, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by CONTRACTOR and all individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. The LEA may file all licenses, certifications, credentials, permits or other documents with the office of the County Superintendent of Schools. CONTRACTOR shall notify the LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall immediately, and in no circumstances longer than five (5) business days, provide to the LEA updated information regarding the status of licenses, certifications, credentials, permits and/or other documents of any known changes. Failure to provide properly qualified personnel to provide services as specified in a LEA student's IEP shall be cause for termination of the Master Contract.

49. STAFF ABSENCE

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

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that

the parent of a student shall not be deemed to be a qualified substitute for their student. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

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

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the instructional program, and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

For services provided outside of a pupil’s school or in a pupil’s home, as specified in the IEP, CONTRACTOR shall ensure that at least one parent of the pupil or an LEA-approved responsible adult is present during the provision of services. As used in this provision, the term “services” shall not apply to field trips or community based instruction taking place outside of the school. All problems and/or concerns reported to parents, both verbal and written shall also be reported to the LEA.

HEALTH AND SAFETY MANDATES

51. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et seq., 49406, and Health and Safety Code section 121525 regarding the examination of CONTRACTOR’s employees and volunteers for tuberculosis. CONTRACTOR shall provide to the LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

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

52. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire

warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities is required to comply with applicable federal, state, and local laws, regulations, and ordinances. CONTRACTOR shall maintain a school site safety plan incorporating disaster procedures, routine and emergency crisis response plan, including adaptations for pupils with disabilities.

53. ADMINISTRATION OF MEDICATION

Unless otherwise set forth in the student's ISA, CONTRACTOR shall comply with the requirements of California Education Code section 49423 and Title 5 of the California Code of Regulations section 600 et seq. when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to the LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders and for securely storing medication. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

54. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours by fax and mail, or electronically, any accident or incident report to the LEA representative specified on Exhibit C, attached hereto and incorporated herein, including any behavior incident or behavior emergency intervention. LEA may specify procedures to be implemented by CONTRACTOR or forms to be submitted by CONTRACTOR related to accident or incident reporting.

CONTRACTOR shall notify LEA in writing, of any pupil-involved incident in which law enforcement was contacted. CONTRACTOR shall provide such written notice no later than one (1) business day after the incident occurred in accordance with Education Code section 56366.1(i).

55. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

56. SEXUAL HARASSMENT/DISCRIMINATION

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

57. REPORTING OF MISSING CHILDREN

CONTRACTOR assures the LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

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

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedure as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program and each related service. Original attendance forms (for example, roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by the LEA during the effective period of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to the LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents may be submitted electronically if requested by LEA and CONTRACTOR has the systems in place to generate the requested documents. The LEA may designate forms for use by CONTRACTOR when submitting invoices. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the ISA or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification;

verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and the name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

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

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

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

59. RIGHT TO WITHHOLD PAYMENT

The LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Master Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until

completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

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

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

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

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

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2). CONTRACTOR disagrees with the language of California Education Code section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its right to challenge that provision.

60. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify the LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to the LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations

section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually thereafter.

61. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of the LEA student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

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

In the event a LEA student is chronically absent due to school refusal or other behaviors related to the student's disability and IEP interventions have been unsuccessful in improving school attendance, CONTRACTOR may request that LEA provide payment for a billable day of attendance related to such absences, on a case-by-case basis given the unique circumstances of the student and the student's individualized needs. LEA may, in its sole discretion, agree to pay CONTRACTOR for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. Any such determination by the LEA must be set forth in writing as a condition for such payment.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. The LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the

services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and the LEA. In the event services were not provided, reasons for why the services were not provided shall be included. In the event of a service provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a LEA student no later than the fifth consecutive service day of the student’s absence. The LEA shall not be responsible for the payment of services when a student is absent.

62. LEA AND/OR NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by the LEA in accordance with Education Code section 41422 and 46392:

- a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether the LEA is open or closed.
- b. In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR’S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student’s approved ISA, as though the student were continuing their regular attendance, until an alternative placement can be found and implement LEA student IEPs in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c. In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student’s approved ISA, until an alternative placement can be found and implement LEA student IEPs in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain an alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR’S school closure.

If instruction or services, or both, cannot be provided to the student either at school or in person for more than 10 days due to an emergency condition described in Education Code sections 41422 and 46392, CONTRACTOR acknowledges the requirements of Education Code section 56345(a)(9) to provide special education and related services, supplementary aids and services, transition services (as applicable) and ESY (as applicable) as specified in the IEP. When the emergency school closure has ended, CONTRACTOR shall notify the LEA of any lost instructional minutes. CONTRACTOR and LEA shall work collaboratively to determine the need for make up days or service changes, and shall work together to amend the student’s IEP and ISA as appropriate.

For any physical school closure in which in-person instruction is restricted due to the coronavirus/COVID-19, CONTRACTOR shall provide instruction in accordance with Education Code section 56345(a)(9) and Exhibit D, attached hereto and incorporated herein.

63. INSPECTION AND AUDIT

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

CONTRACTOR shall provide the LEA access to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers (last four digits unless otherwise required), dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by the LEA. CONTRACTOR shall make available to the LEA all budgetary information including operating budgets submitted by CONTRACTOR to the LEA for the relevant contract period being audited.

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

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

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

64. RATE SCHEDULE

The rate schedule attached hereto as Exhibit A and incorporated herein by reference, limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem

rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in Paragraph 23 above and Education Code section 46000 et seq.

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

65. DEBARMENT CERTIFICATION

By signing this Agreement, CONTRACTOR certifies that:

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

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1st day of July 2025 and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provide herein.

CONTRACTOR,
**Condas & Associates Inc dba Ocean View
Nonpublic 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**
(Condas & Associates Inc dba Ocean View _____ **(CONTRACT YEAR)**
Nonpublic 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:

Payment under this contract may not exceed _____

Total LEA enrollment m
 exceed

Rate

Period

	<u>2024-2025</u>	<u>2025-2026</u>
Daily Rate	\$ 204.07/day	\$ 208.15/day
Individual Counseling	\$ 127.40/hour	\$ 129.95/hour
Parent Counseling	\$ 119.91/hour	\$ 122.31/hour
Group Counseling	\$ 61.22/hour	\$ 62.44/hour
Speech and Language	\$ 127.20/hour	\$ 129.74/hour
1:1 Behavioral Assistant	\$ 137.24/day	\$ 139.98/day
Occupational Therapy	\$ 113.53/hour	\$ 115.80/hour
Psychological Services	\$ 126.00/hour	\$ 126.00/hour
BII	\$ 63.00/hour	\$ 63.00/hour
BID	\$ 120.00/hour	\$ 122.40/hour
Transportation	\$ 84.00/day	\$ 85.68/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 Av, Placentia, CA 92870

714-985-8664

gredira@pylusd.org

2. For matters regarding the Administration of the Master Contract including Insurance, Financial, including Payments, notices to LEA shall be delivered to:

Maria Luna Madrigal

Administrative Secretary, Student Support Services

1301 E Orangethorpe Av, Placentia, CA 92870

714-985-8609

mluna@pylusd.org

AND

Dena Mavritsakis

Account Technician, Special Education Department

1301 E Orangethorpe Av, Placentia, CA 92870

714-985-8660

dmavritsakis@pylusd.org

3. For matters regarding Behavior Interventions in accordance with Section 30 and Student Discipline in accordance with Section 31, notices to LEA shall be delivered to:

Erin McGowan

Psychologist on Special Assignment

1301 E Orangethorpe Av, Placentia, CA 92870

714-985-8669

emcgowan@pylusd.org

EXHIBIT D

SUPPLEMENT TO SECTION 62 – LEA AND/OR NONPUBLIC SCHOOL CLOSURES AS A RESULT OF COVID-19 AND COMPLIANCE WITH COVID-19 REQUIREMENTS

LEA and CONTRACTOR agree that in-person instruction shall be conducted in accordance with guidelines issued by the California Department of Education (“CDE”), California Department of Public Health (“CDPH”), Centers for Disease Control and Prevention (“CDC”), and Orange County Health Care Agency (“OCHCA”).

In the event a LEA student requests that CONTRACTOR provide virtual instruction, CONTRACTOR shall notify LEA and coordinate with LEA to convene an IEP team meeting to discuss placement and service options for student.

In the event the state or OCHCA mandate a return to distance learning/remote instruction/virtual instruction as a result of COVID-19 during the 2025-2026 school year, LEA and CONTRACTOR agree that any change from in-person instruction **shall be agreed to in writing by LEA and CONTRACTOR.**

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 6, 2025**

**MASTER CONTRACT NON-PUBLIC SCHOOL (NPS) AGREEMENT WITH PORTVIEW
PREPARATORY, INC.**

Background

Non-public schools are certified by the State of California to provide special education services to students based on their Individualized Education Plan (IEP). These schools provide an environment and a level of services for students who require more intensive support than the school district is able to provide.

Portview Preparatory offers specialized academic instruction to students with special needs. They offer comprehensive services for students depending on their unique diagnosis and needs.

This agreement will be effective July 1, 2025-June 30, 2026.

Financial Impact

Budgeted special education funds NTE: \$650,000

Administrator

Renee Gray, Assistant Superintendent, Student Support Services
Gwen Redira, Director, Special Education

*NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY
SERVICES*

MASTER CONTRACT

2025-2026

*Portview Preparatory, Inc.
1361 Valencia Ave
Tustin, CA 92780*

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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 Placentia-Yorba Linda Unified School District (hereinafter referred to as “District” or local educational agency “LEA”) and **Portview Preparatory, Inc.** (hereinafter referred to as “CONTRACTOR”) for the purpose of providing special education and/or related services to District students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this Agreement, does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as “ISA”). Unless otherwise agreed in writing, the ISA shall acknowledge CONTRACTOR’s obligation to provide all services specified in the student’s Individualized Education Program (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of an LEA student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed agreement between LEA and parent, authorized by LEA for a transfer student pursuant to California Education Code section 56325, or otherwise authorized by LEA without a signed IEP, LEA is not responsible for the costs associated with nonpublic school placement or nonpublic agency services until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement or nonpublic agency services is appropriate, and the IEP is signed by the LEA student’s parent.

2. CERTIFICATIONS AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq. and within the professional scope of

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

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

A current copy of CONTRACTOR's licenses and nonpublic school/agency certifications, or a validly issued waiver of any such certification, must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. CONTRACTOR must immediately (and under no circumstances longer than three (3) calendar days) notify LEA if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or subject to a pending administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. If any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract, this Master Contract shall terminate as of the date of such action.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program, constitutes a breach of the Master Contract and may result in the termination of this Master Contract by the LEA and/or suspension or revocation of CDE certification.

Total student enrollment shall be limited to capacity as stated on CDE certification. Total class size shall be limited to capacity as stated in Section 24 of the Master Contract.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations including but not limited to the provision of special education and/or related services, facilities for individuals with exceptional needs, pupil enrollment, attendance and transfer, corporal punishment, pupil discipline, and positive behavioral interventions.

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 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.

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 his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and the LEA shall participate in all IEP team meetings regarding

LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and the LEA. CONTRACTOR shall provide to the LEA any and all assessments (including testing protocols) and written assessment reports created by CONTRACTOR and any of its agents or subcontractors, upon request. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

If the CONTRACTOR or LEA is unable to convince the parent or guardian that the parent or guardian should attend the IEP, CONTRACTOR shall maintain a written record of its attempts to arrange a mutually agreed-upon time and place. The CONTRACTOR and LEA shall also take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of considering a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or unless an interim alternative educational placement is deemed lawful and appropriate by the LEA or OAH.

33. SURROGATE PARENTS

CONTRACTOR shall comply with state and federal laws and regulations regarding assigning surrogate parents to LEA students.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including alternative dispute resolution, mediations and hearings, as requested by the LEA. CONTRACTOR shall also fully participate in the investigation of any complaint filed with the State of California, the Office for Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/IFSP as well as directing CONTRACTOR staff to be available to obtain information and/or prepare for an investigation or due process hearing.

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Special Education Compliance Compliant procedures pursuant to Title 5 of the California Code of Regulations section 3200 et seq.; (2) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (3) Nondiscrimination policies pursuant to Title 5 of the California Code of Regulations section 4960 (a); (4) Sexual Harassment Policies pursuant to California Education Code 231.5(a)(b)(c); (5) Student Grievance Procedure pursuant to Title IX 34 CFR sections 106.8 (a)(d) and 106.9 (a); and (6) Notice of Privacy Practices in compliance with

Health Insurance Portability and Accountability Act (HIPAA). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to any LEA student and provide LEA with all documentation related to the complaint(s) and/or CONTRACTOR's investigation of complaints, including any and all reports generated as a result of an investigation.

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

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

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

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

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

CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings, unless the LEA agrees in writing prior to the completion of any work. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall assign grades and prepare transcripts at the close of each semester, or upon LEA student transfer, for each LEA student in grades nine (9) through twelve (12) inclusive, including students eligible for a diploma in accordance with Education Code section 51225.31. CONTRACTOR shall submit all transcripts to the LEA Director of Special Education for evaluation of progress toward completion of diploma requirements as specified by LEA.

38. LEA STUDENT CHANGE OF RESIDENCE

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents. Within five (5) school days from the date CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify the LEA, in writing, of the LEA student's change of residence and whether the student's IEP provides for an assistive technology device for use outside of the school setting. If the student's IEP provides an assistive technology device for use outside of the school setting then the student shall continue to be provided an assistive technology device for use outside the school setting until alternative arrangements are made or until two (2) months have elapsed from the date the student ceased to be enrolled in the LEA, whichever occurs first (Education Code section 56040.3). For foster youth, the definition of school of origin includes placement in a nonpublic school (Education Code sections 48853.5(g)(3) and 48204(a)(2)).

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

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall immediately report, by telephone and e-mail, to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call in writing via e-mail or other written notification to the LEA Director of Special Education and submit to the LEA and the Department of Education, if required, within five (5) business days of the withdrawal.

40. PARENT ACCESS

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

CONTRACTOR, if operating a program with a residential component, shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

CONTRACTOR shall notify LEA in writing of any verbal and/or written concern/problem reported to a student's parent during parental access to CONTRACTOR'S facilities that would impact implementation of the student's IEP or offer of a FAPE.

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with Penal Code section 627.1 et seq., as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

It is understood that the public school credentialed classroom teacher is responsible for the educational program.

It is understood that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the Master Contract.

CONTRACTOR, if providing services in a student's home as specified in the ISA, shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present during the provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the nonpublic school/nonpublic agency service provider. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS

If CONTRACTOR is a licensed children's institution, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq. CONTRACTOR shall comply with all monitoring requirements set forth in Section 44 below.

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

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

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

43. STATE MEAL MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49500 et seq., 49530 et seq., 49550 et seq., and Assembly Bill 130 (2021).

LEA at its sole discretion may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by another local school district.

CONTRACTOR acknowledges that the LEA does not receive any state or federal reimbursement for any meals CONTRACTOR provides to LEA students and that CONTRACTOR is only eligible to receive direct reimbursement if it is an approved site under the National School Lunch Program.

In the event the LEA requests CONTRACTOR to provide meals to LEA students, CONTRACTOR will provide breakfast and lunch to LEA students in compliance with the meal pattern requirements under the School Breakfast Program and National School Lunch Program nutritional standards. LEA shall reimburse CONTRACTOR for each meal made available at a mutually agreed upon rate. In the event CONTRACTOR is unable to provide meals, the LEA and CONTRACTOR will work collaboratively to find a solution. In the event CDE determines that meals do not need to be provided, this paragraph shall not apply.

CONTRACTOR shall maintain all documentation of meals provided to LEA students. CONTRACTOR shall comply with record keeping requirements under the School Breakfast Program and National School Lunch Program or LEA template. Upon request, CONTRACTOR shall provide copies of any such records to LEA. CONTRACTOR shall also allow LEA to conduct site monitoring visits as deemed necessary by the LEA.

If CONTRACTOR uses a third-party vendor to provide meals, CONTRACTOR will assure that the third-party vendor agrees to comply with all meal pattern requirements of the School Breakfast Program and National School Lunch Program nutritional standards. Upon request, CONTRACTOR shall provide LEA with any contracts it has with third-party vendors providing meals for students.

CONTRACTOR shall provide LEA with at least 30 days prior written notice of any change in its status under the National School Lunch Program/State Meal Mandate and shall work collaboratively with LEA to ensure that each eligible student receives required meals.

44. MONITORING

When CONTRACTOR is a nonpublic school, the LEA (or SELPA) shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and CONTRACTOR, a review of progress the pupil is making toward the goals set forth in the pupil's individualized education program, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a

walkthrough of the facility. The LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA (or SELPA) shall conduct an onsite visit to CONTRACTOR before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

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

If CONTRACTOR is also an LCI, the LEA or its SELPA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

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

CONTRACTOR shall fully participate in any LEA and CDE compliance review, including any On-Site and Self Review and if applicable, District Validation Review. This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by the LEA. CONTRACTOR shall conduct any follow-up or corrective action procedures requested by LEA or CDE related to such compliance review.

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

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card in accordance with California Education Code section 33126.

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1, 35021.2 and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for all of CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers who will have or likely may have direct contact with LEA students shall not come in contact with LEA students until both CDOJ and

FBI clearance are ascertained. CONTRACTOR shall further certify in writing to the LEA that none of its employees, volunteers, or subcontractors who will have or likely may have any direct contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, the employee has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3051, 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a nonpublic school, the administrator of the nonpublic school shall hold or currently be in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities; (B) A pupil personnel services credential that authorizes school counseling or psychology; (C) A license as a clinical social worker issued by the Board of Behavioral Sciences; (D) A license in psychology regulated by the Board of Psychology; (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation; (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator; (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences; (H) A license as an educational psychologist issued by the Board of Behavioral Sciences; or (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a CDE certified NPS program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

47. CALSTRS OR PERS RETIREMENT REPORTING

CONTRACTOR understands that the LEA is required to report all monies paid under this agreement to the local county office of education or as otherwise required by law. Neither LEA nor CONTRACTOR shall have a duty to monitor wages of CalSTRS or PERS retirees to ensure that their earnings are within the limitation prescribed by these or any other retirement system. Neither LEA nor CONTRACTOR shall be liable if CONTRACTOR'S agent(s), officer(s) or employee(s) exceeds a retirement system's earnings limitation and is reinstated to employment or required to repay retirement benefits. CONTRACTOR agrees to cooperate with LEA should any notices be provided under this provision.

48. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to the LEA a staff list, and copies of all current and required licenses, certifications, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by CONTRACTOR and all individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. The LEA may file all licenses, certifications, credentials, permits or other documents with the office of the County Superintendent of Schools. CONTRACTOR shall notify the LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall immediately, and in no circumstances longer than five (5) business days, provide to the LEA updated information regarding the status of licenses, certifications, credentials, permits and/or other documents of any known changes. Failure to provide properly qualified personnel to provide services as specified in a LEA student's IEP shall be cause for termination of the Master Contract.

49. STAFF ABSENCE

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

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that

the parent of a student shall not be deemed to be a qualified substitute for their student. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

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

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the instructional program, and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

For services provided outside of a pupil’s school or in a pupil’s home, as specified in the IEP, CONTRACTOR shall ensure that at least one parent of the pupil or an LEA-approved responsible adult is present during the provision of services. As used in this provision, the term “services” shall not apply to field trips or community based instruction taking place outside of the school. All problems and/or concerns reported to parents, both verbal and written shall also be reported to the LEA.

HEALTH AND SAFETY MANDATES

51. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et seq., 49406, and Health and Safety Code section 121525 regarding the examination of CONTRACTOR’s employees and volunteers for tuberculosis. CONTRACTOR shall provide to the LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

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

52. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire

warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities is required to comply with applicable federal, state, and local laws, regulations, and ordinances. CONTRACTOR shall maintain a school site safety plan incorporating disaster procedures, routine and emergency crisis response plan, including adaptations for pupils with disabilities.

53. ADMINISTRATION OF MEDICATION

Unless otherwise set forth in the student's ISA, CONTRACTOR shall comply with the requirements of California Education Code section 49423 and Title 5 of the California Code of Regulations section 600 et seq. when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to the LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders and for securely storing medication. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

54. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours by fax and mail, or electronically, any accident or incident report to the LEA representative specified on Exhibit C, attached hereto and incorporated herein, including any behavior incident or behavior emergency intervention. LEA may specify procedures to be implemented by CONTRACTOR or forms to be submitted by CONTRACTOR related to accident or incident reporting.

CONTRACTOR shall notify LEA in writing, of any pupil-involved incident in which law enforcement was contacted. CONTRACTOR shall provide such written notice no later than one (1) business day after the incident occurred in accordance with Education Code section 56366.1(i).

55. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

56. SEXUAL HARASSMENT/DISCRIMINATION

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

57. REPORTING OF MISSING CHILDREN

CONTRACTOR assures the LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

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

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedure as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program and each related service. Original attendance forms (for example, roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by the LEA during the effective period of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to the LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents may be submitted electronically if requested by LEA and CONTRACTOR has the systems in place to generate the requested documents. The LEA may designate forms for use by CONTRACTOR when submitting invoices. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the ISA or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification;

verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and the name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

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

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

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

59. RIGHT TO WITHHOLD PAYMENT

The LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Master Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until

completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

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

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

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

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

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2). CONTRACTOR disagrees with the language of California Education Code section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its right to challenge that provision.

60. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify the LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to the LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations

section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually thereafter.

61. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of the LEA student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

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

In the event a LEA student is chronically absent due to school refusal or other behaviors related to the student's disability and IEP interventions have been unsuccessful in improving school attendance, CONTRACTOR may request that LEA provide payment for a billable day of attendance related to such absences, on a case-by-case basis given the unique circumstances of the student and the student's individualized needs. LEA may, in its sole discretion, agree to pay CONTRACTOR for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. Any such determination by the LEA must be set forth in writing as a condition for such payment.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. The LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the

services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and the LEA. In the event services were not provided, reasons for why the services were not provided shall be included. In the event of a service provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a LEA student no later than the fifth consecutive service day of the student’s absence. The LEA shall not be responsible for the payment of services when a student is absent.

62. LEA AND/OR NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by the LEA in accordance with Education Code section 41422 and 46392:

- a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether the LEA is open or closed.
- b. In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR’S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student’s approved ISA, as though the student were continuing their regular attendance, until an alternative placement can be found and implement LEA student IEPs in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c. In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student’s approved ISA, until an alternative placement can be found and implement LEA student IEPs in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain an alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR’S school closure.

If instruction or services, or both, cannot be provided to the student either at school or in person for more than 10 days due to an emergency condition described in Education Code sections 41422 and 46392, CONTRACTOR acknowledges the requirements of Education Code section 56345(a)(9) to provide special education and related services, supplementary aids and services, transition services (as applicable) and ESY (as applicable) as specified in the IEP. When the emergency school closure has ended, CONTRACTOR shall notify the LEA of any lost instructional minutes. CONTRACTOR and LEA shall work collaboratively to determine the need for make up days or service changes, and shall work together to amend the student’s IEP and ISA as appropriate.

For any physical school closure in which in-person instruction is restricted due to the coronavirus/COVID-19, CONTRACTOR shall provide instruction in accordance with Education Code section 56345(a)(9) and Exhibit D, attached hereto and incorporated herein.

63. INSPECTION AND AUDIT

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

CONTRACTOR shall provide the LEA access to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers (last four digits unless otherwise required), dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by the LEA. CONTRACTOR shall make available to the LEA all budgetary information including operating budgets submitted by CONTRACTOR to the LEA for the relevant contract period being audited.

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

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

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

64. RATE SCHEDULE

The rate schedule attached hereto as Exhibit A and incorporated herein by reference, limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem

rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in Paragraph 23 above and Education Code section 46000 et seq.

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

65. DEBARMENT CERTIFICATION

By signing this Agreement, CONTRACTOR certifies that:

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

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1st day of July 2025 and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provide herein.

CONTRACTOR,
Portview Preparatory, 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
(Portview Preparatory, Inc.) (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed _____ If blank, the number shall be as determine by CDE Certification.

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____

Total LEA enrollment may not exceed _____

Rate

Period

Daily Rate	\$206.02
AT Individual Consult	\$118.93
Speech/Language individual, consult, assessment	\$129.74
Speech/language group	\$86.50
OT Individual	\$116.43
OT Consult/Assessment	\$129.74
OT Group	\$91.90
Counseling Individual	\$153.00
Counseling Group	\$102.00
Counseling Parent Individual	\$108.12
Counseling Parent Consultation	\$108.12
1:1 Aide	\$50.36
Shared Aide	\$35.70
Transportation Aide	\$40.80
FBA without FA (flat rate)	\$3,600
FBA with FA (flat rate)	\$4,000
Psycho-ed Assessment	\$4,000
AT Group	\$86.50
AT Individual	\$118.93
AT Consultations	\$118.93
OT Consult and Assessment	\$129.74
Behavior Intervention Supervision	\$153.00
Health and Nursing	\$61.87
APE Individual	\$114.15
APE Group	\$90.10
APE Consult	\$127.20
APE Assessment	\$127.20
Parent Counseling & Training Group	\$106.00
Psychological Services	\$150.00

*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 Av, Placentia, CA 92870
714-985-8664
gredira@pylusd.org

2. For matters regarding the Administration of the Master Contract including Insurance, Financial, including Payments, notices to LEA shall be delivered to:

Maria Luna Madrigal
Administrative Secretary, Student Support Services
1301 E Orangethorpe Av, Placentia, CA 92870
714-985-8609
mluna@pylusd.org

AND

Dena Mavritsakis
Account Technician, Special Education Department
1301 E Orangethorpe Av, Placentia, CA 92870
714-985-8660
dmavritsakis@pylusd.org

3. For matters regarding Behavior Interventions in accordance with Section 30 and Student Discipline in accordance with Section 31, notices to LEA shall be delivered to:

Erin McGowan
Psychologist on Special Assignment
1301 E Orangethorpe Av, Placentia, CA 92870
714-985-8669
emcgowan@pylusd.org

EXHIBIT D

SUPPLEMENT TO SECTION 62 – LEA AND/OR NONPUBLIC SCHOOL CLOSURES AS A RESULT OF COVID-19 AND COMPLIANCE WITH COVID-19 REQUIREMENTS

LEA and CONTRACTOR agree that in-person instruction shall be conducted in accordance with guidelines issued by the California Department of Education (“CDE”), California Department of Public Health (“CDPH”), Centers for Disease Control and Prevention (“CDC”), and Orange County Health Care Agency (“OCHCA”).

In the event a LEA student requests that CONTRACTOR provide virtual instruction, CONTRACTOR shall notify LEA and coordinate with LEA to convene an IEP team meeting to discuss placement and service options for student.

In the event the state or OCHCA mandate a return to distance learning/remote instruction/virtual instruction as a result of COVID-19 during the 2025-2026 school year, LEA and CONTRACTOR agree that any change from in-person instruction **shall be agreed to in writing by LEA and CONTRACTOR.**

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 6, 2025**

MASTER CONTRACT NON-PUBLIC SCHOOL (NPS) AGREEMENT WITH THE CRAIG 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.

The Craig School is an NPS designed to meet the needs of children with ADHD as well as challenges with executive functioning. The Craig School focuses on integrating academic, social, and behavioral learning to meet the needs of students whose behavioral, social, and academic challenges require a more intensive setting.

This agreement will be effective July 1, 2025-June 30, 2026.

Financial Impact

Budgeted special education funds NTE: \$200,000

Administrator

Renee Gray, Assistant Superintendent, Student Support Services
Gwen Redira, Director, Special Education

*NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY
SERVICES*

MASTER CONTRACT

2025-2026

The Craig School

2424 SE Bristol St, #300

Newport Beach, CA 92660

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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 Placentia-Yorba Linda Unified School District (hereinafter referred to as “District” or local educational agency “LEA”) and The Craig 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.

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 his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and the LEA shall participate in all IEP team meetings regarding

LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and the LEA. CONTRACTOR shall provide to the LEA any and all assessments (including testing protocols) and written assessment reports created by CONTRACTOR and any of its agents or subcontractors, upon request. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

If the CONTRACTOR or LEA is unable to convince the parent or guardian that the parent or guardian should attend the IEP, CONTRACTOR shall maintain a written record of its attempts to arrange a mutually agreed-upon time and place. The CONTRACTOR and LEA shall also take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of considering a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or unless an interim alternative educational placement is deemed lawful and appropriate by the LEA or OAH.

33. SURROGATE PARENTS

CONTRACTOR shall comply with state and federal laws and regulations regarding assigning surrogate parents to LEA students.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including alternative dispute resolution, mediations and hearings, as requested by the LEA. CONTRACTOR shall also fully participate in the investigation of any complaint filed with the State of California, the Office for Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/IFSP as well as directing CONTRACTOR staff to be available to obtain information and/or prepare for an investigation or due process hearing.

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Special Education Compliance Compliant procedures pursuant to Title 5 of the California Code of Regulations section 3200 et seq.; (2) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (3) Nondiscrimination policies pursuant to Title 5 of the California Code of Regulations section 4960 (a); (4) Sexual Harassment Policies pursuant to California Education Code 231.5(a)(b)(c); (5) Student Grievance Procedure pursuant to Title IX 34 CFR sections 106.8 (a)(d) and 106.9 (a); and (6) Notice of Privacy Practices in compliance with

Health Insurance Portability and Accountability Act (HIPAA). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to any LEA student and provide LEA with all documentation related to the complaint(s) and/or CONTRACTOR's investigation of complaints, including any and all reports generated as a result of an investigation.

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

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

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

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

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

CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings, unless the LEA agrees in writing prior to the completion of any work. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall assign grades and prepare transcripts at the close of each semester, or upon LEA student transfer, for each LEA student in grades nine (9) through twelve (12) inclusive, including students eligible for a diploma in accordance with Education Code section 51225.31. CONTRACTOR shall submit all transcripts to the LEA Director of Special Education for evaluation of progress toward completion of diploma requirements as specified by LEA.

38. LEA STUDENT CHANGE OF RESIDENCE

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents. Within five (5) school days from the date CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify the LEA, in writing, of the LEA student's change of residence and whether the student's IEP provides for an assistive technology device for use outside of the school setting. If the student's IEP provides an assistive technology device for use outside of the school setting then the student shall continue to be provided an assistive technology device for use outside the school setting until alternative arrangements are made or until two (2) months have elapsed from the date the student ceased to be enrolled in the LEA, whichever occurs first (Education Code section 56040.3). For foster youth, the definition of school of origin includes placement in a nonpublic school (Education Code sections 48853.5(g)(3) and 48204(a)(2)).

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

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall immediately report, by telephone and e-mail, to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call in writing via e-mail or other written notification to the LEA Director of Special Education and submit to the LEA and the Department of Education, if required, within five (5) business days of the withdrawal.

40. PARENT ACCESS

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

CONTRACTOR, if operating a program with a residential component, shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

CONTRACTOR shall notify LEA in writing of any verbal and/or written concern/problem reported to a student's parent during parental access to CONTRACTOR'S facilities that would impact implementation of the student's IEP or offer of a FAPE.

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with Penal Code section 627.1 et seq., as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

It is understood that the public school credentialed classroom teacher is responsible for the educational program.

It is understood that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the Master Contract.

CONTRACTOR, if providing services in a student's home as specified in the ISA, shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present during the provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the nonpublic school/nonpublic agency service provider. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS

If CONTRACTOR is a licensed children's institution, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq. CONTRACTOR shall comply with all monitoring requirements set forth in Section 44 below.

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

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

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

43. STATE MEAL MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49500 et seq., 49530 et seq., 49550 et seq., and Assembly Bill 130 (2021).

LEA at its sole discretion may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by another local school district.

CONTRACTOR acknowledges that the LEA does not receive any state or federal reimbursement for any meals CONTRACTOR provides to LEA students and that CONTRACTOR is only eligible to receive direct reimbursement if it is an approved site under the National School Lunch Program.

In the event the LEA requests CONTRACTOR to provide meals to LEA students, CONTRACTOR will provide breakfast and lunch to LEA students in compliance with the meal pattern requirements under the School Breakfast Program and National School Lunch Program nutritional standards. LEA shall reimburse CONTRACTOR for each meal made available at a mutually agreed upon rate. In the event CONTRACTOR is unable to provide meals, the LEA and CONTRACTOR will work collaboratively to find a solution. In the event CDE determines that meals do not need to be provided, this paragraph shall not apply.

CONTRACTOR shall maintain all documentation of meals provided to LEA students. CONTRACTOR shall comply with record keeping requirements under the School Breakfast Program and National School Lunch Program or LEA template. Upon request, CONTRACTOR shall provide copies of any such records to LEA. CONTRACTOR shall also allow LEA to conduct site monitoring visits as deemed necessary by the LEA.

If CONTRACTOR uses a third-party vendor to provide meals, CONTRACTOR will assure that the third-party vendor agrees to comply with all meal pattern requirements of the School Breakfast Program and National School Lunch Program nutritional standards. Upon request, CONTRACTOR shall provide LEA with any contracts it has with third-party vendors providing meals for students.

CONTRACTOR shall provide LEA with at least 30 days prior written notice of any change in its status under the National School Lunch Program/State Meal Mandate and shall work collaboratively with LEA to ensure that each eligible student receives required meals.

44. MONITORING

When CONTRACTOR is a nonpublic school, the LEA (or SELPA) shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and CONTRACTOR, a review of progress the pupil is making toward the goals set forth in the pupil's individualized education program, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a

walkthrough of the facility. The LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA (or SELPA) shall conduct an onsite visit to CONTRACTOR before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

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

If CONTRACTOR is also an LCI, the LEA or its SELPA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

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

CONTRACTOR shall fully participate in any LEA and CDE compliance review, including any On-Site and Self Review and if applicable, District Validation Review. This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by the LEA. CONTRACTOR shall conduct any follow-up or corrective action procedures requested by LEA or CDE related to such compliance review.

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

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card in accordance with California Education Code section 33126.

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1, 35021.2 and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for all of CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers who will have or likely may have direct contact with LEA students shall not come in contact with LEA students until both CDOJ and

FBI clearance are ascertained. CONTRACTOR shall further certify in writing to the LEA that none of its employees, volunteers, or subcontractors who will have or likely may have any direct contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, the employee has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3051, 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a nonpublic school, the administrator of the nonpublic school shall hold or currently be in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities; (B) A pupil personnel services credential that authorizes school counseling or psychology; (C) A license as a clinical social worker issued by the Board of Behavioral Sciences; (D) A license in psychology regulated by the Board of Psychology; (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation; (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator; (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences; (H) A license as an educational psychologist issued by the Board of Behavioral Sciences; or (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a CDE certified NPS program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

47. CALSTRS OR PERS RETIREMENT REPORTING

CONTRACTOR understands that the LEA is required to report all monies paid under this agreement to the local county office of education or as otherwise required by law. Neither LEA nor CONTRACTOR shall have a duty to monitor wages of CalSTRS or PERS retirees to ensure that their earnings are within the limitation prescribed by these or any other retirement system. Neither LEA nor CONTRACTOR shall be liable if CONTRACTOR'S agent(s), officer(s) or employee(s) exceeds a retirement system's earnings limitation and is reinstated to employment or required to repay retirement benefits. CONTRACTOR agrees to cooperate with LEA should any notices be provided under this provision.

48. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to the LEA a staff list, and copies of all current and required licenses, certifications, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by CONTRACTOR and all individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. The LEA may file all licenses, certifications, credentials, permits or other documents with the office of the County Superintendent of Schools. CONTRACTOR shall notify the LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall immediately, and in no circumstances longer than five (5) business days, provide to the LEA updated information regarding the status of licenses, certifications, credentials, permits and/or other documents of any known changes. Failure to provide properly qualified personnel to provide services as specified in a LEA student's IEP shall be cause for termination of the Master Contract.

49. STAFF ABSENCE

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

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that

the parent of a student shall not be deemed to be a qualified substitute for their student. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

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

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the instructional program, and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

For services provided outside of a pupil’s school or in a pupil’s home, as specified in the IEP, CONTRACTOR shall ensure that at least one parent of the pupil or an LEA-approved responsible adult is present during the provision of services. As used in this provision, the term “services” shall not apply to field trips or community based instruction taking place outside of the school. All problems and/or concerns reported to parents, both verbal and written shall also be reported to the LEA.

HEALTH AND SAFETY MANDATES

51. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et seq., 49406, and Health and Safety Code section 121525 regarding the examination of CONTRACTOR’s employees and volunteers for tuberculosis. CONTRACTOR shall provide to the LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

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

52. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire

warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities is required to comply with applicable federal, state, and local laws, regulations, and ordinances. CONTRACTOR shall maintain a school site safety plan incorporating disaster procedures, routine and emergency crisis response plan, including adaptations for pupils with disabilities.

53. ADMINISTRATION OF MEDICATION

Unless otherwise set forth in the student's ISA, CONTRACTOR shall comply with the requirements of California Education Code section 49423 and Title 5 of the California Code of Regulations section 600 et seq. when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to the LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders and for securely storing medication. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

54. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours by fax and mail, or electronically, any accident or incident report to the LEA representative specified on Exhibit C, attached hereto and incorporated herein, including any behavior incident or behavior emergency intervention. LEA may specify procedures to be implemented by CONTRACTOR or forms to be submitted by CONTRACTOR related to accident or incident reporting.

CONTRACTOR shall notify LEA in writing, of any pupil-involved incident in which law enforcement was contacted. CONTRACTOR shall provide such written notice no later than one (1) business day after the incident occurred in accordance with Education Code section 56366.1(i).

55. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

56. SEXUAL HARASSMENT/DISCRIMINATION

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

57. REPORTING OF MISSING CHILDREN

CONTRACTOR assures the LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

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

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedure as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program and each related service. Original attendance forms (for example, roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by the LEA during the effective period of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to the LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents may be submitted electronically if requested by LEA and CONTRACTOR has the systems in place to generate the requested documents. The LEA may designate forms for use by CONTRACTOR when submitting invoices. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the ISA or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification;

verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and the name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

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

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

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

59. RIGHT TO WITHHOLD PAYMENT

The LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Master Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until

completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

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

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

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

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

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2). CONTRACTOR disagrees with the language of California Education Code section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its right to challenge that provision.

60. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify the LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to the LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations

section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually thereafter.

61. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of the LEA student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

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

In the event a LEA student is chronically absent due to school refusal or other behaviors related to the student's disability and IEP interventions have been unsuccessful in improving school attendance, CONTRACTOR may request that LEA provide payment for a billable day of attendance related to such absences, on a case-by-case basis given the unique circumstances of the student and the student's individualized needs. LEA may, in its sole discretion, agree to pay CONTRACTOR for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. Any such determination by the LEA must be set forth in writing as a condition for such payment.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. The LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the

services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and the LEA. In the event services were not provided, reasons for why the services were not provided shall be included. In the event of a service provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a LEA student no later than the fifth consecutive service day of the student’s absence. The LEA shall not be responsible for the payment of services when a student is absent.

62. LEA AND/OR NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by the LEA in accordance with Education Code section 41422 and 46392:

- a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether the LEA is open or closed.
- b. In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR’S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student’s approved ISA, as though the student were continuing their regular attendance, until an alternative placement can be found and implement LEA student IEPs in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c. In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student’s approved ISA, until an alternative placement can be found and implement LEA student IEPs in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain an alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR’S school closure.

If instruction or services, or both, cannot be provided to the student either at school or in person for more than 10 days due to an emergency condition described in Education Code sections 41422 and 46392, CONTRACTOR acknowledges the requirements of Education Code section 56345(a)(9) to provide special education and related services, supplementary aids and services, transition services (as applicable) and ESY (as applicable) as specified in the IEP. When the emergency school closure has ended, CONTRACTOR shall notify the LEA of any lost instructional minutes. CONTRACTOR and LEA shall work collaboratively to determine the need for make up days or service changes, and shall work together to amend the student’s IEP and ISA as appropriate.

For any physical school closure in which in-person instruction is restricted due to the coronavirus/COVID-19, CONTRACTOR shall provide instruction in accordance with Education Code section 56345(a)(9) and Exhibit D, attached hereto and incorporated herein.

63. INSPECTION AND AUDIT

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

CONTRACTOR shall provide the LEA access to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers (last four digits unless otherwise required), dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by the LEA. CONTRACTOR shall make available to the LEA all budgetary information including operating budgets submitted by CONTRACTOR to the LEA for the relevant contract period being audited.

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

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

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

64. RATE SCHEDULE

The rate schedule attached hereto as Exhibit A and incorporated herein by reference, limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem

rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in Paragraph 23 above and Education Code section 46000 et seq.

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

65. DEBARMENT CERTIFICATION

By signing this Agreement, CONTRACTOR certifies that:

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

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1st day of July 2025 and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provide herein.

CONTRACTOR,
The Craig 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
(The Craig School)

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:

Payment under this contract may not exceed

Total LEA enrollment m
exceed

Rate

Period

Daily Rate	\$220.50
Counseling/Guidance per 30 min	\$150.00
Counseling/Guidance consult per 30 min	\$50.00
Speech/language Dev LSDR	\$150.00
Speech/language Consult	\$100.00
Occupational Therapy	\$150.00
Occupational Therapy Consult	\$100.00
Parent Counseling/Indiv	\$150.00
Psych Services	\$250.00
Psych Services Consult	\$100.00
Social Worker Serv Consult	\$100.00
SLP Consult	\$100.00
OT Consult	\$100.00
Behavior Intervention (BII) per hour	\$50.00
Behavior Intervention & Design (BID)per hour	\$150.00

*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 Av, Placentia, CA 92870

714-985-8664

gredira@pylusd.org

2. For matters regarding the Administration of the Master Contract including Insurance, Financial, including Payments, notices to LEA shall be delivered to:

Maria Luna Madrigal

Administrative Secretary, Student Support Services

1301 E Orangethorpe Av, Placentia, CA 92870

714-985-8609

mluna@pylUSD.org

AND

Dena Mavritsakis

Account Technician, Special Education Department

1301 E Orangethorpe Av, Placentia, CA 92870

714-985-8660

dmavritsakis@pylUSD.org

3. For matters regarding Behavior Interventions in accordance with Section 30 and Student Discipline in accordance with Section 31, notices to LEA shall be delivered to:

Erin McGowan

Psychologist on Special Assignment

1301 E Orangethorpe Av, Placentia, CA 92870

714-985-8669

emcgowan@pylUSD.org

EXHIBIT D

SUPPLEMENT TO SECTION 62 – LEA AND/OR NONPUBLIC SCHOOL CLOSURES AS A RESULT OF COVID-19 AND COMPLIANCE WITH COVID-19 REQUIREMENTS

LEA and CONTRACTOR agree that in-person instruction shall be conducted in accordance with guidelines issued by the California Department of Education (“CDE”), California Department of Public Health (“CDPH”), Centers for Disease Control and Prevention (“CDC”), and Orange County Health Care Agency (“OCHCA”).

In the event a LEA student requests that CONTRACTOR provide virtual instruction, CONTRACTOR shall notify LEA and coordinate with LEA to convene an IEP team meeting to discuss placement and service options for student.

In the event the state or OCHCA mandate a return to distance learning/remote instruction/virtual instruction as a result of COVID-19 during the 2025-2026 school year, LEA and CONTRACTOR agree that any change from in-person instruction **shall be agreed to in writing by LEA and CONTRACTOR.**

MASTER CONTRACT NON-PUBLIC SCHOOL (NPS) AGREEMENT WITH DEL SOL 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.

Del Sol School is an NPS that provides specialized academic instruction to students. They utilize applied behavior analysis to teach students the behavioral skills necessary to succeed in a classroom environment. Students are taught both academic and functioning skills to help them transition back to a comprehensive school campus.

This agreement will be effective July 1, 2025-June 30, 2026.

Financial Impact

Budgeted special education funds NTE: \$225,000

Administrator

Renee Gray, Assistant Superintendent, Student Support Services
Gwen Redira, Director, Special Education

*NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY
SERVICES*

MASTER CONTRACT

*2025-2026
Del Sol School
5400 Myra Av
Cypress, CA 90630*

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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 Placentia-Yorba Linda Unified School District (hereinafter referred to as “District” or local educational agency “LEA”) and **Del Sol School** (hereinafter referred to as “CONTRACTOR”) for the purpose of providing special education and/or related services to District students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this Agreement, does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as “ISA”). Unless otherwise agreed in writing, the ISA shall acknowledge CONTRACTOR’s obligation to provide all services specified in the student’s Individualized Education Program (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of an LEA student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed agreement between LEA and parent, authorized by LEA for a transfer student pursuant to California Education Code section 56325, or otherwise authorized by LEA without a signed IEP, LEA is not responsible for the costs associated with nonpublic school placement or nonpublic agency services until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement or nonpublic agency services is appropriate, and the IEP is signed by the LEA student’s parent.

2. CERTIFICATIONS AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq. and within the professional scope of practice of each provider’s license, certification and/or credential. In addition to meeting the

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

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

A current copy of CONTRACTOR's licenses and nonpublic school/agency certifications, or a validly issued waiver of any such certification, must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. CONTRACTOR must immediately (and under no circumstances longer than three (3) calendar days) notify LEA if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or subject to a pending administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. If any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract, this Master Contract shall terminate as of the date of such action.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program, constitutes a breach of the Master Contract and may result in the termination of this Master Contract by the LEA and/or suspension or revocation of CDE certification.

Total student enrollment shall be limited to capacity as stated on CDE certification. Total class size shall be limited to capacity as stated in Section 24 of the Master Contract.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations including but not limited to the provision of special education and/or related services, facilities for individuals with exceptional needs, pupil enrollment, attendance and transfer, corporal punishment, pupil discipline, and positive behavioral interventions.

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 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.

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 his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and the LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and the LEA. CONTRACTOR shall provide to the LEA any and all assessments (including testing protocols) and written assessment reports created by CONTRACTOR and any of its agents or subcontractors, upon request. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

If the CONTRACTOR or LEA is unable to convince the parent or guardian that the parent or guardian should attend the IEP, CONTRACTOR shall maintain a written record of its attempts to arrange a mutually agreed-upon time and place. The CONTRACTOR and LEA shall also take any

action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of considering a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or unless an interim alternative educational placement is deemed lawful and appropriate by the LEA or OAH.

33. SURROGATE PARENTS

CONTRACTOR shall comply with state and federal laws and regulations regarding assigning surrogate parents to LEA students.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including alternative dispute resolution, mediations and hearings, as requested by the LEA. CONTRACTOR shall also fully participate in the investigation of any complaint filed with the State of California, the Office for Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/IFSP as well as directing CONTRACTOR staff to be available to obtain information and/or prepare for an investigation or due process hearing.

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Special Education Compliance Compliant procedures pursuant to Title 5 of the California Code of Regulations section 3200 et seq.; (2) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (3) Nondiscrimination policies pursuant to Title 5 of the California Code of Regulations section 4960 (a); (4) Sexual Harassment Policies pursuant to California Education Code 231.5(a)(b)(c); (5) Student Grievance Procedure pursuant to Title IX 34 CFR sections 106.8 (a)(d) and 106.9 (a); and (6) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPAA). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to any LEA student and provide LEA with all documentation related to the complaint(s) and/or CONTRACTOR's investigation of complaints, including any and all reports generated as a result of an investigation.

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

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

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

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

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

CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings, unless the LEA agrees in writing prior to the completion of any work. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall assign grades and prepare transcripts at the close of each semester, or upon LEA student transfer, for each LEA student in grades nine (9) through twelve (12) inclusive, including students eligible for a diploma in accordance with Education Code section 51225.31. CONTRACTOR shall submit all transcripts to the LEA Director of Special Education for evaluation of progress toward completion of diploma requirements as specified by LEA.

38. LEA STUDENT CHANGE OF RESIDENCE

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

whether the student's IEP provides for an assistive technology device for use outside of the school setting. If the student's IEP provides an assistive technology device for use outside of the school setting then the student shall continue to be provided an assistive technology device for use outside the school setting until alternative arrangements are made or until two (2) months have elapsed from the date the student ceased to be enrolled in the LEA, whichever occurs first (Education Code section 56040.3). For foster youth, the definition of school of origin includes placement in a nonpublic school (Education Code sections 48853.5(g)(3) and 48204(a)(2)).

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

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall immediately report, by telephone and e-mail, to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call in writing via e-mail or other written notification to the LEA Director of Special Education and submit to the LEA and the Department of Education, if required, within five (5) business days of the withdrawal.

40. PARENT ACCESS

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

CONTRACTOR, if operating a program with a residential component, shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

CONTRACTOR shall notify LEA in writing of any verbal and/or written concern/problem reported to a student's parent during parental access to CONTRACTOR'S facilities that would impact implementation of the student's IEP or offer of a FAPE.

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with Penal Code section 627.1 et seq., as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

It is understood that the public school credentialed classroom teacher is responsible for the educational program.

It is understood that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the Master Contract.

CONTRACTOR, if providing services in a student's home as specified in the ISA, shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present during the provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the nonpublic school/nonpublic agency service provider. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS

If CONTRACTOR is a licensed children's institution, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq. CONTRACTOR shall comply with all monitoring requirements set forth in Section 44 below.

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

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

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

43. STATE MEAL MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49500 et seq., 49530 et seq., 49550 et seq., and Assembly Bill 130 (2021).

LEA at its sole discretion may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by another local school district.

CONTRACTOR acknowledges that the LEA does not receive any state or federal reimbursement for any meals CONTRACTOR provides to LEA students and that CONTRACTOR is only eligible to receive direct reimbursement if it is an approved site under the National School Lunch Program.

In the event the LEA requests CONTRACTOR to provide meals to LEA students, CONTRACTOR will provide breakfast and lunch to LEA students in compliance with the meal pattern requirements under the School Breakfast Program and National School Lunch Program nutritional standards. LEA shall reimburse CONTRACTOR for each meal made available at a mutually agreed upon rate. In the event CONTRACTOR is unable to provide meals, the LEA and CONTRACTOR will work collaboratively to find a solution. In the event CDE determines that meals do not need to be provided, this paragraph shall not apply.

CONTRACTOR shall maintain all documentation of meals provided to LEA students. CONTRACTOR shall comply with record keeping requirements under the School Breakfast Program and National School Lunch Program or LEA template. Upon request, CONTRACTOR shall provide copies of any such records to LEA. CONTRACTOR shall also allow LEA to conduct site monitoring visits as deemed necessary by the LEA.

If CONTRACTOR uses a third-party vendor to provide meals, CONTRACTOR will assure that the third-party vendor agrees to comply with all meal pattern requirements of the School Breakfast Program and National School Lunch Program nutritional standards. Upon request, CONTRACTOR shall provide LEA with any contracts it has with third-party vendors providing meals for students.

CONTRACTOR shall provide LEA with at least 30 days prior written notice of any change in its status under the National School Lunch Program/State Meal Mandate and shall work collaboratively with LEA to ensure that each eligible student receives required meals.

44. MONITORING

When CONTRACTOR is a nonpublic school, the LEA (or SELPA) shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and CONTRACTOR, a review of progress the pupil is making toward the goals set forth in the pupil's individualized education program, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA (or SELPA) shall conduct an onsite visit to CONTRACTOR before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

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

If CONTRACTOR is also an LCI, the LEA or its SELPA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

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

CONTRACTOR shall fully participate in any LEA and CDE compliance review, including any On-Site and Self Review and if applicable, District Validation Review. This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by the LEA. CONTRACTOR shall conduct any follow-up or corrective action procedures requested by LEA or CDE related to such compliance review.

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

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card in accordance with California Education Code section 33126.

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1, 35021.2 and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as “CDOJ”) and clearance from the Federal Bureau of Investigation (hereinafter referred to as “FBI”) for all of CONTRACTOR’s employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR’s employees and volunteers who will have or likely may have direct contact with LEA students shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to the LEA that none of its employees, volunteers, or subcontractors who will have or likely may have any direct contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee’s conviction of a violent or serious felony, the employee has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3051, 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or

credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a nonpublic school, the administrator of the nonpublic school shall hold or currently be in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities; (B) A pupil personnel services credential that authorizes school counseling or psychology; (C) A license as a clinical social worker issued by the Board of Behavioral Sciences; (D) A license in psychology regulated by the Board of Psychology; (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation; (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator; (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences; (H) A license as an educational psychologist issued by the Board of Behavioral Sciences; or (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a CDE certified NPS program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

47. CALSTRS OR PERS RETIREMENT REPORTING

CONTRACTOR understands that the LEA is required to report all monies paid under this agreement to the local county office of education or as otherwise required by law. Neither LEA nor CONTRACTOR shall have a duty to monitor wages of CalSTRS or PERS retirees to ensure that their earnings are within the limitation prescribed by these or any other retirement system. Neither LEA nor CONTRACTOR shall be liable if CONTRACTOR'S agent(s), officer(s) or employee(s) exceeds a retirement system's earnings limitation and is reinstated to employment or required to repay retirement benefits. CONTRACTOR agrees to cooperate with LEA should any notices be provided under this provision.

48. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to the LEA a staff list, and copies of all current and required licenses, certifications, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by CONTRACTOR and all individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. The LEA may file all licenses, certifications, credentials, permits or other documents with the office of the County Superintendent of Schools. CONTRACTOR shall notify the LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall immediately, and in no circumstances longer than five (5) business days, provide to the LEA updated information regarding the status of licenses, certifications, credentials, permits and/or other documents of any known changes. Failure to provide properly qualified personnel to provide services as specified in a LEA student's IEP shall be cause for termination of the Master Contract.

49. STAFF ABSENCE

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

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

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

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the instructional program, and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

For services provided outside of a pupil's school or in a pupil's home, as specified in the IEP, CONTRACTOR shall ensure that at least one parent of the pupil or an LEA-approved responsible adult is present during the provision of services. As used in this provision, the term "services" shall not apply to field trips or community based instruction taking place outside of the school. All problems and/or concerns reported to parents, both verbal and written shall also be reported to the LEA.

HEALTH AND SAFETY MANDATES

51. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et seq., 49406, and Health and Safety Code section 121525 regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to the LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

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

52. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities is required to comply with applicable federal, state, and local laws, regulations, and ordinances. CONTRACTOR shall maintain a school site safety plan incorporating disaster procedures, routine and emergency crisis response plan, including adaptations for pupils with disabilities.

53. ADMINISTRATION OF MEDICATION

Unless otherwise set forth in the student's ISA, CONTRACTOR shall comply with the requirements of California Education Code section 49423 and Title 5 of the California Code of Regulations section 600 et seq. when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to

administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to the LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders and for securely storing medication. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

54. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours by fax and mail, or electronically, any accident or incident report to the LEA representative specified on Exhibit C, attached hereto and incorporated herein, including any behavior incident or behavior emergency intervention. LEA may specify procedures to be implemented by CONTRACTOR or forms to be submitted by CONTRACTOR related to accident or incident reporting.

CONTRACTOR shall notify LEA in writing, of any pupil-involved incident in which law enforcement was contacted. CONTRACTOR shall provide such written notice no later than one (1) business day after the incident occurred in accordance with Education Code section 56366.1(i).

55. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

56. SEXUAL HARASSMENT/DISCRIMINATION

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

57. REPORTING OF MISSING CHILDREN

CONTRACTOR assures the LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

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

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedure as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program and each related service. Original attendance forms (for example, roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by the LEA during the effective period of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to the LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents may be submitted electronically if requested by LEA and CONTRACTOR has the systems in place to generate the requested documents. The LEA may designate forms for use by CONTRACTOR when submitting invoices. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the ISA or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and the name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

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

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30)

calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by the LEA.

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

59. RIGHT TO WITHHOLD PAYMENT

The LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Master Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

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

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

If the LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for the LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such

notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment, submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, the LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

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

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

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2). CONTRACTOR disagrees with the language of California Education Code section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its right to challenge that provision.

60. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify the LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to the LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually thereafter.

61. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by LEA) substitute. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation

evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student’s IEP or ISA.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of the LEA student’s unexcused absence, CONTRACTOR shall notify the LEA of such absence.

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

In the event a LEA student is chronically absent due to school refusal or other behaviors related to the student’s disability and IEP interventions have been unsuccessful in improving school attendance, CONTRACTOR may request that LEA provide payment for a billable day of attendance related to such absences, on a case-by-case basis given the unique circumstances of the student and the student’s individualized needs. LEA may, in its sole discretion, agree to pay CONTRACTOR for services provided on days that a student’s attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. Any such determination by the LEA must be set forth in writing as a condition for such payment.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR’s service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR’s service providers. The LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and the LEA. In the event services were not provided, reasons for why the services were not provided shall be included. In the event of a service provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a LEA student no later than the fifth consecutive service day of the student’s absence. The LEA shall not be responsible for the payment of services when a student is absent.

62. LEA AND/OR NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by the LEA in accordance with Education Code section 41422 and 46392:

- a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether the LEA is open or closed.
- b. In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing their regular attendance, until an alternative placement can be found and implement LEA student IEPs in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c. In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEPs in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain an alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

If instruction or services, or both, cannot be provided to the student either at school or in person for more than 10 days due to an emergency condition described in Education Code sections 41422 and 46392, CONTRACTOR acknowledges the requirements of Education Code section 56345(a)(9) to provide special education and related services, supplementary aids and services, transition services (as applicable) and ESY (as applicable) as specified in the IEP. When the emergency school closure has ended, CONTRACTOR shall notify the LEA of any lost instructional minutes. CONTRACTOR and LEA shall work collaboratively to determine the need for make up days or service changes, and shall work together to amend the student's IEP and ISA as appropriate.

For any physical school closure in which in-person instruction is restricted due to the coronavirus/COVID-19, CONTRACTOR shall provide instruction in accordance with Education Code section 56345(a)(9) and Exhibit D, attached hereto and incorporated herein.

63. INSPECTION AND AUDIT

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

CONTRACTOR shall provide the LEA access to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers (last four digits unless otherwise required), dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and

canceled checks or facsimile thereof. Such access shall include unannounced inspections by the LEA. CONTRACTOR shall make available to the LEA all budgetary information including operating budgets submitted by CONTRACTOR to the LEA for the relevant contract period being audited.

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

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

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

64. RATE SCHEDULE

The rate schedule attached hereto as Exhibit A and incorporated herein by reference, limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in Paragraph 23 above and Education Code section 46000 et seq.

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

65. DEBARMENT CERTIFICATION

By signing this Agreement, CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local

government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1st day of July 2025 and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provide herein.

CONTRACTOR,
Del Sol School

LEA,

Nonpublic School/Agency

By:

By:

Signature

Date

Signature

Date

Don Rosales, Director Purchasing

Name and Title of Authorized
Representative

Name and Title of Authorized
Representative

Notices to CONTRACTOR shall be addressed to:

Name

Nonpublic School/Agency/Related Service Provider

Address

City

State

Zip

Phone

Fax

Email

Notices to LEA shall be addressed to the designees as set forth on Exhibit C

EXHIBIT A: 2025-2026 RATES

CONTRACTOR _____ CONTRACTOR NUMBER _____ 2025-2026
(Del Sol School) (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 m
exceed _____
Rate _____ Period _____

Del Sol School 2025-2026 Rate Sheet

Non-Public School	Del Sol School, Inc
NPS ID	30-66480-0120295
Non-Profit Corporation	501c3 #2851025
CDS Code	30-66480-0120295
Fed Tax ID	20-4251986
Business License	I-039326
Address	5400 Myra Ave. Cypress, CA 90630

Specialized Academic Instruction Non-Public School		Service Code	Rate
Nonpublic School Daily		330	\$238.68/daily
Related Services		Service Code	Rate
Mental Health Services			
Individual Counseling –MFT/School Psychologist		510	\$110/hr
Group Counseling/Guidance- MFT/School Psychologist		515	\$55/hr
Parent Counseling – MTF/School Psychologist		520	\$110/hr
Psychological Services – Clinical Psychologist		530	\$170/hr
Behavior Services			
Behavior Intervention Services (BID) – BCBA		535	\$110/hr
Intensive Individual Services (BII) – Behavior Specialist		340	\$55/hr
Individual Behavior Intervention. Functional Communication		340	\$55/hr
Speech and Language			
Speech and Language Services		415	\$122.40/hr
Assessment		Service Code	Rate
Functional Behavior Assessment (FBA/BIP)			\$90/hr
Psychological Assessment - With Academics		530	\$110/hr
<ul style="list-style-type: none"> School Psychologists assess in the following areas: cognitive, social/emotional, behavioral, adaptive, academic, etc. 			
Speech Assessment			\$122.40/hr
<ul style="list-style-type: none"> Speech Pathologist to assess and report in all areas of concern related to speech and language. 			

*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 Av, Placentia, CA 92870

714-985-8664

gredira@pylusd.org

2. For matters regarding the Administration of the Master Contract including Insurance, Financial, including Payments, notices to LEA shall be delivered to:

Maria Luna Madrigal

Administrative Secretary, Student Support Services

1301 E Orangethorpe Av, Placentia, CA 92870

714-985-8609

mluna@pylUSD.org

AND

Dena Mavritsakis

Account Technician, Special Education Department

1301 E Orangethorpe Av, Placentia, CA 92870

714-985-8660

dmavritsakis@pylUSD.org

3. For matters regarding Behavior Interventions in accordance with Section 30 and Student Discipline in accordance with Section 31, notices to LEA shall be delivered to:

Erin McGowan

Psychologist on Special Assignment

1301 E Orangethorpe Av, Placentia, CA 92870

714-985-8669

emcgowan@pylUSD.org

EXHIBIT D

SUPPLEMENT TO SECTION 62 – LEA AND/OR NONPUBLIC SCHOOL CLOSURES AS A RESULT OF COVID-19 AND COMPLIANCE WITH COVID-19 REQUIREMENTS

LEA and CONTRACTOR agree that in-person instruction shall be conducted in accordance with guidelines issued by the California Department of Education (“CDE”), California Department of Public Health (“CDPH”), Centers for Disease Control and Prevention (“CDC”), and Orange County Health Care Agency (“OCHCA”).

In the event a LEA student requests that CONTRACTOR provide virtual instruction, CONTRACTOR shall notify LEA and coordinate with LEA to convene an IEP team meeting to discuss placement and service options for student.

In the event the state or OCHCA mandate a return to distance learning/remote instruction/virtual instruction as a result of COVID-19 during the 2025-2026 school year, LEA and CONTRACTOR agree that any change from in-person instruction **shall be agreed to in writing by LEA and CONTRACTOR.**

MEMORANDUM OF UNDERSTANDING WITH SPECIAL EDUCATION INFORMATION SYSTEM (SEIS) INTEGRATION LICENSING AGREEMENT FOR SAN JOAQUIN COUNTY OFFICE OF EDUCATION AND NORTHEAST ORANGE COUNTY SELPA

Background

The Special Education Information System (SEIS) is a web-based data system for use by special education programs in formulating, updating, tracking, storing and reporting student data and Individualized Education Plans (IEPs). The system was developed by the Center for Educational Development and Research, a department of San Joaquin County Office of Education and the San Joaquin SELPA, to make IEPs easier for teachers to complete and track. Gradually, additional functions were added, including a California Student Management Information System (CASEMIS) utility, a standards-based goals bank, and report generator utilities.

SEIS provides teachers with a web-based IEP format, accessible standards-based goals, and the capability of revising the IEP without additional paperwork. Teachers have an easily accessible library of standards-based goals and objectives or can create their own unique instructional goals and objectives. Additionally, SEIS completely automates the preparation of CASEMIS data required by the state.

This agreement will be effective July 1, 2025-June 30, 2028.

Financial Impact

Budgeted special education funds NTE: \$130,000 (3-year license)

Administrator

Renee Gray, Assistant Superintendent, Student Support Services
Gwen Redira, Director, Special Education

SAN JOAQUIN COUNTY OFFICE OF EDUCATION
SPECIAL EDUCATION INFORMATION SYSTEM
LICENSE AGREEMENT

This License Agreement (“Agreement”) is entered into this July 1, 2025, by and between the San Joaquin County Office of Education, a county office of education of the State of California, (hereinafter “Provider”) and Placentia Yorba Linda USD/Brea Olinda USD, Northeast Orange County SELPA (hereinafter “Customer”), a special education local plan area of the State of California (collectively hereinafter “Parties”).

INTRODUCTION

WHEREAS, Provider is the creator and owner of a web-based suite of tools, known as the Special Education Information System (hereinafter “SEIS”), for use by special education programs in formulating, updating, tracking, storing and reporting on Pupil Records, including Individualized Education Plans (“IEPs”).

WHEREAS, Customer is interested in contracting with Provider in order to use SEIS in Customer’s region.

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE I

DEFINITIONS

1.1. “Administrative Contact” means the individual authorized by Customer to receive and provide information required to administer this Agreement.

1.2. “Adult Pupil” means a Pupil who has reached 18 years of age.

1.3. “Agreement” means this License Agreement.

1.4. “Authorized User” means the individual(s) or entity(ies) authorized by Customer to access SEIS on behalf of the Customer according to the terms of this Agreement. Authorized Users are limited to Customer’s designated employees and Third-Party Service Providers who are contractors, agents, or volunteers of Customer.

1.5. “Customer Data” means documents, information and data, including Pupil Records, submitted to Provider by Customer’s Authorized Users for processing through SEIS and/or documents, information and data input or maintained in SEIS by Customer.

1.6. “Deidentified Information” means information that cannot be used to identify an individual pupil.

1.7. “Effective Date” means the date set forth above, provided that this Agreement is fully executed by both Provider and Customer.

1.8. “IEP” means a special education Pupil’s Individualized Education Plan, Individual Service Plan, or Individual Infant Service Plan.

1.9. “Parent” means a natural parent, an adopted parent or legal guardian of a Pupil.

1.10. “Pupil” or “Pupils” means a student or students of Customer.

1.11. “Password” means the License code provided to Customer’s Authorized Users to enable access to SEIS.

1.12. “Personal User Identification” means the identification code given to Customer’s Authorized Users.

1.13. “Personally Identifiable Information” includes: 1) the Pupil’s name, 2) the name of the Pupil’s parent or other family members, 3) the address of the Pupil or Pupil’s family, 4) a personal identifier, such as a Pupil’s social security number, Pupil’s number, or biometric record, 5) other indirect identifiers, such as the Pupil’s date of birth, place of birth, and mother’s maiden name, 6) other information that, alone or in combination, is linked or linkable to a specific Pupil that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the Pupil with reasonable certainty, or 7) information requested by a person who the educational agency or institution reasonably believes knows the identity of the Pupil to whom the Pupil Record relates.

1.14. “Pupil Records” means both of the following: 1) any information directly related to a Pupil that is maintained by Provider, including Personally Identifiable Information, and 2) any information acquired directly from the Pupil through the use of instructional software or applications assigned to the Pupil by a teacher or other Customer employee. “Pupil Records” does not mean aggregated Deidentified Information used by Provider for the following purposes: to improve educational products for adaptive learning purposes and for customizing Pupil learning; to demonstrate the effectiveness of Provider’s products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

1.15. “SEIS” means the Special Education Information System as more fully described in Appendix “A” which is hereby incorporated by reference as if fully set out herein.

1.16. “SEIS Component” means a component part of SEIS designed to perform a particular function as more fully described in Appendix “A.”

1.17. “SELPA” means Customer’s Special Education Local Plan Area.

1.18. “Third Party Service Providers” means persons or entities which provide services to Customer in connection with this Agreement and who are contractors, agents, or volunteers of Provider, but who are not employees of Customer.

ARTICLE II

SEIS SERVICES

2.1. Commencing on the Effective Date, Customer shall have the nonexclusive right, subject to the terms and conditions stated in this Agreement, to allow Customer's Authorized Users to obtain access to and use SEIS at www.seis.org for the limited purposes of selection forms, inputting data, and training. Customer shall have access to SEIS for all other purposes as allowed by this Agreement on the System Launch Date.

2.2. SEIS is a full-featured, multi-leveled system for managing IEPs consisting of the following SEIS Components as more fully described in Appendix "A" which is attached hereto and incorporated herein by reference:

- (a) IEP Creation/Update Component
- (b) Goals/Objectives Library Component
- (c) IEP Team/Pupil Assignment Component
- (d) CALPADS and Custom Reports Component
- (e) Records Retention and Archiving Component
- (f) SEISSign

2.3. Hosting, Enhancement, and Maintenance.

(a) Hosting. SEIS will be hosted for Customer for a period of thirty-six (36) months commencing with the Effective Date.

(b) Help Desk Services. Both telephone and online Help Desk service will be provided for the duration of this Agreement. Help Desk hours are Monday through Friday 8:00 a.m. through 5:00 p.m., excluding Provider's holidays. During these hours, Provider shall endeavor to respond to Help Desk inquiries within twenty-four (24) hours of receipt (weekends and holidays excluded).

(c) Ongoing Enhancements. It is anticipated that enhancements to SEIS will be ongoing.

(d) Maintenance. It is understood and agreed that maintenance may be required from time to time and Provider will endeavor to provide Customer with reasonable prior notice of such maintenance by posting such notice on the home page of SEIS. It is also understood that emergency maintenance may be required and, in such case, prior notice of such maintenance will not be provided to Customer.

ARTICLE III

LICENSE FEE AND PAYMENT TERMS

3.1. License Fee. In consideration for the License of SEIS as provided herein, Customer agrees to pay Provider license fees (“License Fees”) based on the student count in SEIS on February 3rd, 2025. In the event the Customer’s most recent student count in the following years is 10% greater or less than 4,561, the following License Fees shall be revised proportionately according to the Provider’s then current Fee Schedule:

(a) **2025/2026 SEIS Fees:**

1. License Fee for SEIS: Forty-Three Thousand, Three Hundred, Twenty-Nine Dollars and Fifty Cents (\$43,329.50)

(b) **2026/2027 SEIS Fees:**

1. License Fee for SEIS: Forty-Three Thousand, Three Hundred, Twenty-Nine Dollars and Fifty Cents (\$43,329.50)

(c) **2027/2028 SEIS Fees:**

1. License Fee for SEIS: Forty-Three Thousand, Three Hundred, Twenty-Nine Dollars and Fifty Cents (\$43,329.50)

3.2. Payment Terms.

- (a) Year One License Fee. Customer shall be invoiced at the beginning of the 25/26FY.
- (b) Year Two License Fee. Customer shall be invoiced at the beginning of the 26/27FY.
- (c) Year Three License Fee. Customer shall be invoiced at the beginning of the 27/28FY.
- (d) Customer shall remit payment to Provider within thirty (30) calendar days of Customer’s receipt of invoices.

3.3. Cost Recovery.

- (a) Provider, as a county office of education, is a public entity and bills Customer on a cost recovery basis. In order to ensure that Customer charges keep pace with Provider’s actual costs, fees are reviewed and re-negotiated on a three-year cycle.
- (b) The current SEIS Fee Schedule for 2025-26 is attached hereto as Appendix “B” and incorporated herein by reference.

ARTICLE IV

TERM AND TERMINATION

4.1. This Agreement shall be in effect between Provider and Customer beginning with the Effective Date and terminating thirty-six (36) months from the Effective Date. No later than March 1, 2028 the Parties shall determine whether the current Agreement shall be extended for an additional three (3) year term.

4.2. Either Provider or Customer may terminate this Agreement upon at least ninety (90) days prior written notice to the other Party, with such termination to be effective at the end of the current period for which Customer has paid License Fees when the notice of termination is provided.

4.3. The provisions under which this Agreement may be terminated shall be in addition to any and all other legal remedies which either Party may have for the enforcement of any and all terms hereof, and do not in any way limit any other legal remedy such Party may have.

ARTICLE V

CONTENT AND USE OF SEIS

5.1. Customer shall have the right to provide Customer Data to Provider for inclusion in SEIS as follows:

(a) Customer is authorized to submit Customer Data to SEIS. By submission of Customer Data to Provider, Customer grants Provider a nonexclusive, royalty-free license to include the Customer Data in Provider's SEIS for use by Customer's Authorized Users of SEIS, with such use to include, but not be limited to copying, displaying, modifying, and preparing reports under the terms and conditions of this Agreement.

(b) Customer hereby warrants and represents that such Customer Data does not violate any intellectual property rights or privacy rights of third parties. Customer hereby agrees to indemnify, defend and hold harmless Provider from any and all liability associated with Provider's inclusion of Customer Data in SEIS. Customer further assumes sole responsibility for compliance with all intellectual property and privacy laws by any Authorized Users of the Customer.

5.2. Ownership and Control of Customer Data, Including Pupil Records. At all times during the term of this Agreement and after termination of this Agreement, all Pupil Records remain the exclusive property of Customer and Customer retains exclusive rights, ownership and control thereto.

5.3. Use of Pupil Records. Provider shall not use any Pupil Records to which it has access by way of this Agreement for any purpose other than those required or specifically permitted by this Agreement.

5.4. Review and Correction of Pupil Records. A Parent or Adult Pupil may review his/her Pupil Records that are retained, stored, hosted, accessed or used by Provider by making a request in writing to Customer for access to the subject Pupil Records. Subject to Customer verification of identity, approval of disclosure and redaction of any Personally Identifiable Information of a Pupil other than the Pupil of the Parent or Adult Pupil, who is making the request, Customer will direct Provider to provide access to any/all requested Pupil Records within five (5) business days or as otherwise required by law, by issuing the Parent or Adult Pupil a temporary user name and password to log on to the Provider's software/information system to review the requested Pupil Records. This time frame may be extended by written consent of the Parent or Adult Pupil. A Parent or Adult Pupil may submit written corrections to Pupil Records retained, stored, hosted, accessed or used by Provider to Customer. Customer shall have exclusive authority over Provider with respect to authorizing disclosure of Pupil Records pursuant to this Agreement.

A Parent or Adult Pupil may correct erroneous information identified upon review of Pupil Records by making a written request to Customer. Subject to Customer's verification of identity and approval of such a request to correct the erroneous information, Customer shall notify Provider of the approved request and direct Provider to correct the erroneous information, if the erroneous information cannot be corrected by the Parent or Adult Pupil, or Customer due to system accessibility constraints. Provider will not make any modification to Pupil Records unless specifically directed to do so by Customer. Provider shall direct all requests to review and/or correct erroneous information to Customer through the following contact information:

Northeast Orange County SELPA (Placentia Yorba Linda USD/Brea Olinda USD)
Maria Luna Madrigal, Administrative Secretary
mluna@pylusd.org
Dena Mavritsakis, Account Technician
dmavritsakis@pylusd.org
1309 East Orangethorpe Avenue, Placentia, CA 92870

5.5. Targeted Advertising Prohibited. Provider shall not use any Customer Data, including Pupil Records, to engage in targeted advertising during the term of this Agreement, and this provision survives the termination of this Agreement.

ARTICLE VI

PROVIDER'S PROPRIETARY RIGHTS IN SEIS/NONDISCLOSURE

6.1. Customer acknowledges that SEIS is the property of Provider and that the value of SEIS is in part determined by Provider's ability to limit access to and use of SEIS.

6.2. Except as specifically allowed in this Section 6.2, Customer agrees not to disclose or make available to any third party any of Provider's proprietary property to which Customer is granted access pursuant to this Agreement, including, without limitation, manuals and instructions for operation of SEIS, knowledge of operating methods, Passwords, Personal User Identification, and the names and designations of any equipment comprising the system. Customer may grant, to a Third Party Service Provider, access to Provider's proprietary property described in this Section

6.2 on the condition that the Third Party Service Provider agrees to comply with Customer's obligations under this Agreement.

6.3. To further protect Provider's proprietary rights in SEIS, Customer agrees to restrict access to SEIS to Customer's Authorized Users. In addition, Customer agrees to advise each Authorized User before he or she receives access to SEIS, of the obligations of Customer under this Agreement and require each Authorized User to maintain those obligations. Each Authorized User shall agree to the Terms of Use required of all users of the website before accessing the SEIS website.

6.4. Customer's Authorized Users are prohibited from accessing or using SEIS for any purpose other than to serve the SELPA in connection with this Agreement. If an Authorized User uses SEIS for any unauthorized purpose, the use shall be deemed a breach of this Agreement.

6.5. SEIS and all supporting documentation shall remain the property of the Provider, excluding Customer Data, which includes Pupil Records, provided by Customer.

ARTICLE VII

PROTECTION OF PRIVATE CUSTOMER DATA

7.1. Customer and Provider recognize that some Customer Data in the SELPA and are confidential pursuant to relevant federal and state law, including but not limited to 20 USC section 1232(g) and Education Code sections 49060, et seq. Both Customer and Provider certify they will each abide by all applicable state and federal laws concerning Pupil Records.

7.2. Customer shall inform each Authorized User of the need to protect Customer Data containing Pupil Records. Customer agrees not to disclose or make available to any unauthorized third party any Pupil Records to which Customer's Authorized Users are granted access pursuant to this Agreement.

7.3. To further protect Customer Data, Customer agrees to restrict access to SEIS to Customer's Authorized Users. In addition, Customer agrees to advise each Authorized User before he or she receives access to SEIS, of the obligations of Customer under this Agreement, and will require each Authorized User to maintain those obligations as set forth in Sections 6.3 and 6.4.

7.4. Any failure by an Authorized User to protect Pupil Records shall be deemed a breach of this Agreement.

7.5. All Customer Data, including Pupil Records, shall remain the property of Customer.

7.6. Security and Confidentiality of Pupil Records. Provider will do the following to ensure the security and confidentiality of Pupil Records:

(a) Designate an employee responsible for the training and compliance of all Provider employees, agents, and assigns on compliance with security and confidentiality provisions detailed in this Agreement.

(b) Provider will protect the confidentiality of Pupil Records and take all reasonably necessary measures consistent with industry standards to protect Customer Data from any and all unauthorized access and disclosures.

(c) Provider has designated an individual responsible for training Provider employees, agents and assigns on reasonable protection measures and the confidentiality of Pupil Records consistent with state and federal law.

(d) Provider shall not disclose Pupil Records, except as specified under the terms of this Agreement or as required by law.

(e) Provider shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all stored, managed, retained, accessed or used Pupil Records received from or on behalf of Customer and/or Pupils.

(f) Provider warrants that all confidentiality and security measures identified in this Agreement will be extended by contract to any and all subcontractors used by Provider, if any, to execute the terms of this Agreement.

(g) Provider warrants that all Pupil Records will be encrypted in transmission and storage.

(h) Provider will use appropriate and reliable storage media, which shall include weekly backup of all input provided by Customer and offsite storage of backup material for a 30-day period.

7.7. Unauthorized Disclosure Notifications. In the event of an unauthorized disclosure of Pupil Records, the following process will be followed:

(a) Immediately upon becoming aware of a compromise of Pupil Records, or of circumstances that could have resulted in an unauthorized access to or disclosure of Pupil Records, Customer and Provider agree to notify the other Party, fully investigate the incident and fully cooperate with the other Party's investigation of the incident, implement remedial measures and respond in a timely manner.

(1) Parent or Adult Pupil will be immediately notified of:

- (i) The nature of the unauthorized use or disclosure (e.g., security breach, nonconsensual re-disclosure, etc.);
- (ii) The specific Pupil Records that were used or disclosed without authorization;
- (iii) What Provider and Customer have done or will do to mitigate any effects of the unauthorized use or disclosure; and

- (iv) What corrective action Provider and Customer have taken or will take to prevent future occurrences.

(b) Except as otherwise required by law, Provider will not provide notice of the incident directly to the Parent or Adult Pupil whose Pupil Records were involved, regulatory agencies, or other entities, without prior written permission from Customer.

7.8. Compliance with Applicable Laws. Customer Data includes Pupil Records subject to the Family Educational Rights and Privacy Act (20 U.S.C. Sec. 1232g). Provider recognizes that as a county office of education and public entity, Provider is considered a “School Official” (as the term is used in FERPA and its implementing regulations) for any and all software, hosting and services provided to Customer through this Agreement. The Parties agree that the services provided to Customer through this Agreement serve a “legitimate educational interest,” as defined and used in FERPA and its implementing regulations. The Parties agree to jointly ensure compliance with FERPA, its implementing regulations and Pupil privacy and confidentiality requirements of California law, including but not limited to Education Code section 49060 et. seq. The Parties shall comply with the following process for compliance with FERPA and California law:

(a) Provider and Customer warrant that they are familiar with the confidentiality, security and disclosure requirements of FERPA, its implementing regulations and Pupil privacy and confidentiality requirements of California law, including but not limited to Education Code section 49060 et. seq. and have designated an individual responsible for ensuring compliance therewith.

(b) Provider and Customer shall abide by the disclosure, security, breach notification, retention/destruction and use provisions contained in this Agreement and as required by law.

(c) By the signature of its authorized representative or agent below, Provider hereby acknowledges that Customer has provided notice under Education Code section 49075(a) and 34 C.F.R. section 99.33(d) that Provider is strictly prohibited from disclosing Pupil Records from Customer to any third party without the prior written consent and direction to authorize -disclosure by Customer.

7.9. Within thirty (30) days of the Effective Date of termination of this Agreement, or within thirty (30) days from completion of this Agreement, Provider warrants that it will securely transmit all Customer Data, including Pupil Records, to Customer in ASCII delimited file format or other mutually agreed format, without retaining any copies of Customer Data. In the alternative, and subject to a written request from Customer, Provider will securely destroy all Customer Data, including Pupil Records, upon termination of this Agreement. Provider will then provide verification to Customer that the Customer Data not otherwise returned to Customer was destroyed subject to Customer’s written request, the date of destruction and the method of destruction.

ARTICLE VIII

PERSONAL USER IDENTIFICATION AND PASSWORD PROVIDED

8.1. Customer's Authorized Users shall gain access to SEIS via the Internet through the Authorized Users' Personal User Identification and Password.

8.2. Immediately following the initial data loading of Authorized Users, Customer shall assume sole responsibility for the management of Personal User Identification and Passwords for all Customers' Authorized Users. The Customer's Administrative Contact, or designee, at either the SELPA or school district level, shall be responsible for ensuring that Personal User Identification and Passwords are provided only to Authorized Users and for managing, disabling or authorizing new Authorized Users Personal User Identification and Passwords.

ARTICLE IX

PASSWORD USE AND SECURITY

9.1. Customer agrees to assume sole responsibility for the security of the Passwords issued to Customer. Customer is solely responsible for disabling lost or stolen Passwords and Personal User Identification and for disabling user accounts that are no longer active.

ARTICLE X

LIABILITY FOR FAILURES OR DELAYS

10.1. Customer agrees that Provider shall not be liable for any delays or failures in performance or for any interruption of Provider's service and further agrees to indemnify and hold Provider harmless from any loss or claims arising out of the use of Provider's service or any materials provided under this Agreement.

ARTICLE XI

WARRANTY DISCLAIMER

11.1. PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO SERVICES OR DATA MADE AVAILABLE BY PROVIDER, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. PROVIDER ASSUMES NO RESPONSIBILITY IN CONNECTION WITH THE USE OF ANY OF THE SERVICES OR DATA MADE AVAILABLE BY PROVIDER. CUSTOMER AGREES THAT PROVIDER SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR THE LOSS OF PROFIT, REVENUE OR DATA ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT, EVEN IF CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF POTENTIAL LOSS OR DAMAGE.

ARTICLE XII

DEFAULT

12.1. Events Of Default. This Agreement may be terminated by the nondefaulting Party if any of the following events occur: (1) if a Party materially fails to perform or comply with this Agreement or any provision hereof; (2) if a Party becomes insolvent or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; (3) if a petition under any foreign, state or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended, is filed by a Party; or (4) if such a petition is filed by any third party, or an application for a receiver is made by anyone and such petition or application is not resolved favorably within ninety (90) days. However, before any such termination of this Agreement by the nondefaulting Party may occur, the defaulting Party shall have twenty (20) days from service of a notice of default to cure the default and should that Party cure said default within that time period no termination of this Agreement by the nondefaulting Party may occur. If the default is not cured within twenty (20) days, the nondefaulting Party may terminate this Agreement immediately.

12.2. Obligations On Termination By Default. Upon termination of this Agreement, Customer shall cease and desist from the use of SEIS. Provider reserves the right to disable any and all Passwords issued to Customer upon Customer's default herein.

ARTICLE XIII

NOTICES

13.1. All notices, authorizations, and requests in connection with this Agreement shall be deemed given in the following ways: (a) five (5) days after being deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (b) one (1) day after being sent by overnight courier, charges prepaid, with confirming fax; and addressed as first set forth below or to such other address as the Party to receive the notice so designated by written notice to the other Party.

Provider

Name: San Joaquin County Office of
Education

Attn: John Arguelles
Division Director, CodeStack

Address:
2901 Arch-Airport Road
P.O. Box 213030
Stockton, CA 95215

Customer

Name: Placentia Yorba Linda USD/Brea
Olinda USD

Northeast Orange County SELPA
Attn: Maria Luna Madrigal
Administrative Secretary
Dena Mavritsakis
Account Technician

Address:
1309 East Orangethorpe Avenue
Placentia, CA 92870

Phone: (209) 468-5924
Fax: (209) 468-9235

Email: jarguelles@sjcoe.net

Phone: (714) 985-8669
Fax: (714) 985-8714

Email: mluna@pylusrd.org
dmavritsakis@pylusrd.org

ARTICLE XIV

INDEMNITY

14.1. In addition to the provisions stated above in Article V, X and XI, Customer agrees to defend, indemnify and hold harmless Provider and its Board of Education, Board members, directors, officers, employees and agents from and against all damages, costs (including reasonable attorneys' fees), judgments and any other expenses arising out of or on account of any third party claim resulting or arising from Customer's breach of any terms of this Agreement either by intentional misconduct or negligence of Customer's directors, officers, employees or agents.

ARTICLE XV

GOVERNING LAW, JURISDICTION AND VENUE

15.1. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of California.

15.2. The courts of the State of California, County of San Joaquin, shall have exclusive jurisdiction and venue over any dispute arising out of this Agreement, and Customer hereby consents to the jurisdiction of such courts.

ARTICLE XVI

SEVERABILITY

16.1. If any provisions of this Agreement shall be held to be invalid, legality and enforceability of the remaining provisions shall not be in any way affected or impaired thereby.

ARTICLE XVII

NONASSIGNABILITY

17.1. This Agreement and the rights and benefits conferred upon Customer hereunder may not be assigned or otherwise transferred by Customer without prior written consent of the Provider.

ARTICLE XVIII

ENTIRE AGREEMENT

18.1. This Agreement embodies the entire understanding of the Parties and supersedes all previous communications, representations, or understandings, either oral or written, between the Parties relating to the subject matter herein.

ARTICLE XIX

MODIFICATIONS

19.1. This Agreement may not be supplemented, modified, amended, released or discharged except by an instrument in writing signed by each Party's duly authorized representatives.

ARTICLE XX

NONWAIVER OF RIGHTS

20.1. Customer and Provider agree that no failure to exercise and no delay in exercising any right, power, or privilege on the part of either Party shall operate as a waiver of any right, power or privilege under this Agreement. Customer and Provider further agree that no single or partial exercise of any right, power, or privilege under this Agreement shall preclude further exercise thereof.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the date first set forth above.

Provider

Customer

San Joaquin County Office of Education

Northeast Orange County SELPA

By:

By:

Name: Johnny Arguelles

Name: Don Rosales

Title: Division Director, CodeStack

Title: Director, Purchasing

Date:

Date:

APPENDIX “A”

SAN JOAQUIN COUNTY OFFICE OF EDUCATION SPECIAL EDUCATION INFORMATION SYSTEM DESCRIPTION

SEIS was initially created by the Provider and the San Joaquin SELPA, to make IEPs easier for teachers to complete and track using a web-based system. Gradually, additional functions were added, including an MIS (CALPADS) utility, the ACSA/CARS+ and SEACO standards-based goals banks, and report generator utilities. Since its launch in 2003, SEIS has proven to be an effective tool for both teachers and administrators in over ninety SELPAs around the state. Some key features in SEIS include:

Automation -- Information can be used in other formats such as IEP notifications, state-required reports, and customized report.

Simplicity -- IEPs are more easily revised, are clearer and easier to read, and well organized; redundant information can be entered only once, decreasing preparation time; pull/drop-down menus, radio buttons, and check boxes increase accuracy of coded items.

CALPADS Preparations -- Because CALPADS information is required on the IEP, the Provider automatically ties CALPADS code to the information inputted by the teachers and service provides. Furthermore, the Provider incorporates a CALPADS error checking component that validates the information before completing the IEP process. This process completely automates the preparation of CALPADS data, because the CALPADS error is caught at the point of initial input. Also, prior to reporting time, SEIS will flag all student records where CALPADS errors are identified and link directly to those errors to streamline the correction of errors.

Goal Banks -- There is an easily-accessible and IEP-linked library of standards-based essential goals and objectives (benchmarks). Through an agreement with ACSA/CARS+ and SEACO we are able to add the latest generation of their work to SEIS, which includes LSH and transition resources. Teachers have a choice of selecting standards-based goals and objectives from the ACSA/CARS+ library, the SEACO goal bank, the BASICS goal bank, or creating their own unique goals and objectives library or accessing goals and objectives created by other special education staff within the SELPA or across the state. The linked goal library allows Teacher to search any of the above listed goal banks select a goal and any number of objectives. With a single click, these goals and objectives will automatically copy onto the IEP and can be customized and saved into the Teacher's individual goal bank.

Data Centralization and Transferability -- Demographic and IEP information follows the student from teacher to teacher, site to site, district to district, and SELPA to SELPA within participating SELPAs; Student transfers are instant and IEP history can be viewed ensuring continuity of the educational plans for students. For example, when a new student enters into a SELPA the system requires the user to search the entire state-wide SEIS database before adding a new record. If the student appears in another SELPA, a link is available to request a transfer. The user can click the Request Transfer link and a notification will be sent to the student's current SELPA, informing them of the transfer request and they can process the transfer in minutes. Once the request is processed, the new SELPA has access to that student's entire IEP history, service, service provider history, eligibility status history, etc.

APPENDIX “B”

SAN JOAQUIN COUNTY OFFICE OF EDUCATION SPECIAL EDUCATION

FEE SCHEDULE (2025-2026 FY)

SEIS MAINTENANCE FEES

\$9.50 per Current Student Count in SEIS; Minimum of \$9,000

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 6, 2025**

SPECIAL EDUCATION TEACHER SUMMER TRAINING AND COMPENSATION FOR EXTRA WORK OUTSIDE THE REGULAR SCHOOL YEAR

Background

The Placentia-Yorba Linda Unified School District will offer a Summer Institute for special education teachers. This professional development opportunity will provide targeted training aligned to the instructional needs of students and the professional growth of staff.

Teachers will have the opportunity to participate in a variety of professional development sessions, including Facilitated IEP Training, Pathways to Graduation, Planning with Purpose, and Literacy for Preschool Teachers.

Additionally, special education teachers of students with mild to moderate needs will participate in various professional development offerings provided in collaboration with their general education colleagues.

All teachers participating in the summer institute will be compensated at a rate of \$55.00 per hour, not to exceed 31 hours.

Financial Impact

Budgeted Educator Effectiveness Grant NTE: \$125,000

Administrator

Renee Gray, Assistant Superintendent, Student Support Services
Gwen Redira, Director, Special Education

AGREEMENT WITH INTERQUEST DETECTION CANINES

Background

Interquest Detection Canines is the nation's oldest and largest provider of contraband detection and drug dog services, proudly celebrating over 40 years of service since its founding in 1979. Their highly trained canines are selected based on rigorous industry standards and receive ongoing training in real-world environments to ensure accuracy and effectiveness. As a proactive school safety measure, Interquest provides critical support in deterring and preventing the presence of drugs and contraband on campus. Their detection dogs are trained to identify items of concern commonly found in school settings, including illicit drugs, alcohol, gunpowder-based materials, and certain medications.

Through this partnership, each PYLUSD comprehensive high school will receive eight visits during the 2025–26 school year. These visits not only support a safe and secure learning environment but also provide valuable insight into potential trends across campuses. The findings from these visits help inform decision-making and allow for strategic allocation of resources to areas of greatest need, further strengthening our commitment to student and campus safety.

This agreement will be effective from July 1, 2025, through June 30, 2026.

Financial Impact

General Budgeted Funds, NTE \$12,000

Administrator

Renee Gray, Assistant Superintendent, Student Support Services
Baldwin Pedraza, Director of Student Services

Interquest Detection Canines™
(INTERQUEST)

Placentia-Yorba Linda Unified SD
(the District)

This shall serve as an agreement by and between Interquest Detection Canines™ and the DISTRICT for substance awareness and detection services for the fiscal year of July 1, 2025 through June 30, 2026.

It is understood that the DISTRICT has established and communicated a policy clearly defining contraband as all drugs of abuse (in the broadest terms), alcoholic beverages, firearms and ammunition, prescription and over-the-counter medication, and that this policy has been disseminated to all campus locations. Violations are considered inimical to the welfare of students and contrary to the DISTRICT'S desire to foster an atmosphere conducive to safety and education.

INTERQUEST shall provide contraband inspection services utilizing non-aggressive contraband detection canines. Such inspections will be conducted unannounced to district personnel on a random basis. Visits will be conducted with INTERQUEST acting as an agent of the DISTRICT while conducting such inspections. Special request visits (proms, bus trips, etc) can be scheduled in advance when necessary, but DISTRICT will be responsible for payments for any scheduled visits not cancelled 72 hours prior to the requested date. Communal areas, lockers, gym areas, parking lots (automobiles), grounds, and other select areas as directed by DISTRICT officials, shall be subject to inspection. Contraband detected on DISTRICT property is the responsibility of the DISTRICT.

INTERQUEST policy precludes the use of detection canines to "sniff" individuals under any circumstances.

INTERQUEST agrees to provide 16 full-day visits at \$660/ visit for the contract period. The DISTRICT may increase or decrease the total number of visits by notifying INTERQUEST in writing. Multiple canine teams will be charged on a per team basis. INTERQUEST will invoice for service on a monthly basis at the conclusion of the service month. The DISTRICT agrees to pay for services within thirty (30) days of receipt of such invoice. Required court testimony will be charged at the same daily rate.

INTERQUEST will provide DISTRICT visits in conjunction with days designated as appropriate for utilizing the DISTRICT'S attached calendar. DISTRICT will provide a school calendar with inappropriate dates for service marked through. This calendar will serve as an addendum to the Agreement. All other dates will be considered acceptable for visits. DISTRICT will be responsible for payment for any visit made on any day other than those days noted as unacceptable on the attached school calendar.

INTERQUEST is licensed and registered by the U.S. Department of Justice, Drug Enforcement Administration, and state regulatory agencies as required.

INTERQUEST DETECTION CANINES™

FOR THE DISTRICT:

Debbie Farmer

Debbie Farmer
President

DATE: _____

Please return a signed copy of this Agreement and your District calendar. Visits are provided on an unannounced basis according to the calendar provided. This rate is valid for agreements signed and returned by July 15, 2025.

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 6, 2025**

AGREEMENT WITH SOUTHERN CALIFORNIA SENSORY SCREENING

Background

Southern California Sensory Screening is a regional provider of specialized sensory health services, focused on the assessment of vision, hearing, and related developmental areas in school-aged children. These screenings are designed to support early identification of sensory challenges that may impact a student's ability to learn, communicate, or engage in school successfully.

As part of the district's continued efforts to promote student health and well-being, Southern California Sensory Screening will conduct on-site vision and hearing screenings at school sites across the district for the 2025-26 school year. These services not only support early identification and intervention for students who may be experiencing sensory impairments but also ensure compliance with California Education Code, which mandate vision screenings upon school entry (TK/K), color vision screening for 1st-grade boys and all students in grades 2, 5, and 8; and, hearing screenings upon school entry (TK/K) and all students in grades 2, 5, 8, and 10. Early detection is critical to minimizing barriers to learning and ensuring all students have the opportunity to thrive academically and developmentally.

This agreement will be effective from July 1, 2025, through June 30, 2026.

Financial Impact

Medi-Cal Funding, NTE \$45,000

Administrator

Renee Gray, Assistant Superintendent, Student Support Services
Baldwin Pedraza, Director of Student Services

AGREEMENT FOR HEARING AND VISION SCREENING

This agreement, made this _____ day of _____, 2025 by and between the Placentia Yorba Linda Unified School District (District) and Southern California Sensory Screening, Inc. (SCSS) covers the described screening services for the 2025/26 school year under the following terms and conditions.

1. HEARING SCREENING

A. SCSS will perform hearing screening of school populations as designated by the District and in compliance with the State Department of Education mandate. The screening will be conducted under the supervision of the District's School Nurse or other appropriate health staff member(s).

B. Hearing screening will be conducted only by qualified school audiometrists as outlined by the California State Department of Health Services.

C. SCSS will utilize equipment appropriate for conducting pure tone, air conduction hearing screening. All equipment (audiometers and tympanometers) will be calibrated annually according to the prevailing ANSI standards.

D. SCSS will comply with the "School Screening Audiometry" criteria established by the State. Frequencies tested will include 1000, 2000, and 4000 Hertz (Hz). Appropriate responses to all frequencies in both ears at 25 decibels (dB) is considered passing. Response at 30 dB or above to any two frequencies in one or both ears, or response at 40 dB to any one frequency in either ear, are both grounds for failure and/or referral. Otoscopic exams of childrens' ears will be performed as pertinent and. tympanometry may be performed as well to provide a better understanding of a child's middle ear function.

2. VISION SCREENING

A. SCSS will perform vision screening of school populations as designated by the District and in compliance with the State Department of Education mandate. The screening will be conducted under the supervision of the District's School Nurse or other appropriate health staff member(s).

B. Vision screening will be performed only by qualified school nurses who have completed the academic and in-service training for testing school-age children, as

outlined by the California State Department of Health Services.

C. SCSS will use a combination of Welch Allyn Spot digital screeners and Good-Lite Insta-Line vision screening systems to perform acuity, muscle balance and hyperopia testing. Color blindness screening of male students will be performed with either the Waggoner or Ishihara tests.

D. SCSS will comply with the State's pass/fail criteria for visual acuity, as outlined below:

Under six years of age:	Fail at 20/50 or poorer in either eye
Six years of age or older:	Fail at 20/40 or poorer in either eye
Any age:	Fail with 2 lines or greater difference between each eye, e.g., 20/20 vs. 20/40

3. DISTRICT OBLIGATIONS

A. The District assumes all responsibility for notifying parents of the sensory screening program at least two weeks prior to the scheduled date, wherever possible. SCSS will be informed of any students whose parents choose to opt out of the screening.

B. The District will be solely responsible for the conduct and supervision of the students during the screenings conducted by SCSS. The District will provide adequate personnel or volunteers to escort children to and from the screening site(s) and assist with the record keeping, as required.

C. The screening site will have reserved an empty classroom, multipurpose room or other appropriate space for conducting the vision screening. The room must be large enough to accommodate at least two screening personnel and 10-12 students.

D. The District will be billed monthly for any work completed each month. Invoices are payable on a net 30 day basis.

400 or more tests	\$2.35 per test
399 or fewer tests	\$2.50 per test

E. The District will issue a Purchase Order in an amount sufficient to pay for the anticipated screening costs covered by this agreement. Screening will not begin until an approved agreement and P. O. have been completed and received by SCSS.

4. SCHEDULE CHANGES

Forty-eight hours notice will be given by either party in the event that rescheduling is needed.

5. PROJECT COMPLETION

All initial screening will be completed by March 31, 2026, or within other terms agreed upon in writing by the District and SCSS.

IN WITNESS WHEREOF, The District and SCSS have executed this contract as of the date noted on page one.

Authorized District Officer
Placentia Yorba Linda Unified School District



Felene F. Grant, President
Southern California Sensory
Screening, Inc.

SECOND HARVEST FOOD BANK OF ORANGE COUNTY-THE MOBILE SCHOOL PANTRY PROGRAM

Background

For nearly 10 years, PYLUSD has partnered with Second Harvest Food Bank of Orange County to provide bi-monthly food distributions at Melrose and Topaz Elementary Schools, supporting families through the Mobile School Pantry Program, which provides a consistent and compassionate source of food assistance for low-income students and their families. The program operates like a free, farmer's market-style food distribution event, offering families approximately 30 pounds of nutritious food each month—including fresh produce, milk, eggs, and pantry staples. This initiative aligns closely with PYLUSD's values of supporting the whole child and addressing barriers to learning, such as food insecurity.

The Mobile School Pantry Program is designed to offer a welcoming and dignified experience for all families; and each year, we see the impact of this work through strengthened school communities and improved student well-being. We deeply value Second Harvest's commitment to equitable and reliable food access; and in turn, we continue to meet their expectations for collaboration and communication. As we look ahead, PYLUSD is excited to continue this meaningful partnership and expand opportunities for students and families to thrive both inside and outside the classroom.

This agreement will be effective from July 1, 2025, through June 30, 2028.

Financial Impact

No cost to the district

Administrator

Renee Gray, Assistant Superintendent, Student Support Services
Baldwin Pedraza, Director, Student Services

Program Host Site Agreement

Mobile School Pantry Program

Second Harvest Food Bank of Orange County
July 1, 2025 – June 30, 2028



Introduction:

The Mobile School Pantry Program was created to provide a readily accessible source of food assistance to low-income students and their families. Designed with the theme of “compassionate service” in mind, the Mobile School Pantry Program aims to create a welcoming, dignified food distribution environment where community members can access foods to meet their food and nutritional needs.

Second Harvest Food Bank of Orange County (SHFBOC) has been operating its Mobile School Pantry Program since 2014; this free “farmer’s market”-style distribution provides families with around 30 pounds of food each month including items such as fresh produce, milk, eggs, in addition to other staple items.

Every year we look forward to the partnerships that we will form with each school, knowing that they will provide ample opportunity for community impact and help further our mission to provide dignified, equitable and consistent access to nutritious food in Orange County. We guarantee to provide great support to the schools that we work with, and in turn, hold our partners to high expectations in terms of communication, and a willingness to work with us to meet the needs of each specific school community.

Responsibilities of the School:

1) Mobile School Pantry Contacts:

- a) Each school must identify a dedicated primary contact person to communicate with SHFBOC about the Mobile School Pantry Program and to oversee each School Pantry distribution. Identify a secondary point of contact in case primary is unreachable or unable to oversee a distribution. Both the primary and secondary contacts must be employees of the program host site and cannot be a Principal, Assistant Principal, or volunteer. The primary and secondary contacts will be referred to as the “School Pantry Coordinator” for the remainder of this agreement.
- b) Responsibilities of the “School Pantry Coordinator” include:
 - i) Dedicate at least 5 hours in total each month for the distribution and to complete reporting requirements afterward
 - ii) Greet SHFBOC driver at the time of the delivery and assist the driver as needed with pallet and crate pick-up
 - iii) Ensure proper distribution set-up and tear-down
 - iv) Recruit parent volunteers and/or additional staff members to manage the School Pantry distributions – typically 8-10 volunteers. Each school will receive a variety of produce and other food items, including ~30 pounds of produce for each household. Adequate support is required to facilitate each distribution.
 - v) Assign volunteers to specific tasks and provide volunteer support
 - vi) Handle any on-site issues.
 - vii) Must notify SHFBOC at least 3 business days in advance for cancellations or reschedules, including inclement weather. SHFBOC will deliver rain or shine.
 - viii) All other program expectations mentioned throughout this Agreement and as covered during training.
- c) Training:
 - i) Any new school or new “School Pantry Coordinator,” regardless of start date, must undergo training at their first 2-3 distributions by a SHFBOC staff member to ensure the responsibilities and integrity of the program are being carried out.
 - ii) Attend annual MSP training held by SHFBOC.
- d) Partnership Expectations:
 - i) Integrity - This is the most basic expectation when it comes to compliance. Our partners must prove their commitment to our partnership and all of the requirements that go along with that.

Program Host Site Agreement

Mobile School Pantry Program

Second Harvest Food Bank of Orange County
July 1, 2025 – June 30, 2028



- ii) Communication – We count on our partners to communicate with us when issues arise, keep us informed about food needs, and let us know when changes take place (key staff replacements, distribution location on campus, etc.).
- iii) Culture of Food Safety – Food safety standards must be a consistent priority, not only during a SHFBOC compliance visit.

2) Food Safety Requirements:

- a) During the distribution:
 - i) All food must be kept a minimum of 6" off the floor/ground, and away from any walls/fences at all times.
 - ii) All cold and frozen items must be covered with a freezer blanket (provided by SHFBOC) to maintain proper temperatures during the distribution.
 - iii) All cold and frozen items must be distributed within 2 hours of the product being dropped off by SHFBOC driver.
- b) Ensure at least two people are certified in safe food handling practices at each school – those individuals should be the primary and secondary contacts.
 - i) Each primary and secondary "School Pantry Coordinator" must obtain a Safe Food Handling Certification that carries an estimated \$20 fee per certificate, if completed through ServSafe, or free if completed through SHFBOC. The training will provide a three-year certification and must be emailed to SHFBOC prior to your first distribution of the school year. Certification must be kept up to date and renewed before it expires. Volunteers are also encouraged to complete Safe Food Handling training.

3) Distribution Requirements:

- a) Provide an agreed upon space for distribution and be willing to reasonably accommodate SHFBOC staff requests for a change in location as needed.
- b) Complete client intake and reporting requirements in full and on time, as detailed and trained on by SHFBOC.
- c) Distributions must operate as client choice with item limits set by School Pantry Coordinator.
- d) Volunteers may receive food but may not receive preferential treatment or access to more or "better" food than all other food distribution recipients.
- e) Ensure the distribution of all food on-site (except waste/spoiled food). Allow for disposal of any waste in trash receptacles. Must not redistribute leftover food to other organizations or schools.
- f) Have assistance from custodial staff and/or volunteers during set up and clean up as needed, including storing pallets and crates for pick-up by SHFBOC driver during recurring pallet pick up.
- g) Store produce baskets, aprons, tablecloths, freezer blankets and other program supplies on-site in a secure location. Supplies provided by SHFBOC should not be thrown away at any point, unless they are broken, torn, damaged and/or no longer safe to use and you have alerted your SHFBOC contact that you need replacement supplies.
- h) Pallets, banana boxes, milk crates, cardboard and plastic bins need to be prepared for pick-up and placed near the food distribution area prior to the driver's arrival for expedited pick-up.
 - i) Supplies that are dirty beyond normal food storage use, infested with pests, or soiled cannot be returned to SHFBOC and must be disposed of by the school.
 - ii) Supplies should be stored in a safe space on school grounds away from grass, dirt, mud, water, etc.
 - iii) Banana boxes should be stacked on pallets and not directly touching the floor, regardless of if they're empty.

4) Outreach and Impact:

- a) Promote the food distribution to enrolled students' families via calling systems, posting on the marquee, posting on social media, and distributing flyers. Work in collaboration with nearby schools,

Program Host Site Agreement

Mobile School Pantry Program

Second Harvest Food Bank of Orange County
July 1, 2025 – June 30, 2028



houses of worship, community centers, stores, etc. to expand outreach to the community by connecting with community liaisons, organizational leaders, managers, etc.

- b) For SHFBOC grant reporting purposes, each participating school will be expected to collect and provide at least one (1) client story or referral for a client that SHFBOC can contact. SHFBOC will provide the appropriate client consent form needed to be filled out.

5) Additional Requirements:

- a) The monthly distribution schedule is agreed upon before the start of each school year. Schools are expected to keep distributions as scheduled except for emergencies. SHFBOC will approve up to 2 non-emergency schedule changes mid-year. Please plan other activities accordingly.
- b) District, Principal, or other school staff must notify SHFBOC immediately of any personnel changes impacting the Mobile School Pantry Program. Failure to do so may result in the program being paused until new personnel are identified and trained before distributions can resume.
- c) Program Host Site agrees to take appropriate administrative and technical measures designed to protect individual privacy and data confidentiality and security.
- d) Conduct National Background Checks on staff and volunteers with direct, repetitive contact with children (if applicable).

- 6) Sign this written agreement with Second Harvest Food Bank of Orange County.

Use of Food Provided by Second Harvest Food Bank of Orange County:

- 1. Food will be distributed free of charge.
- 2. Food will not be transferred for money, property, or services.
- 3. Comply with Section 170(e)(3) and other requirements for use and distribution of Donated Product.
- 4. **Food will not be redistributed to any group or organization.** Any leftover food must be kept on-site and distributed to additional families within 24 hours. All food safety guidelines must be kept and followed throughout those 24 hours. If a site does not have proper cold/frozen storage for refrigerated/frozen items, they must distribute all cold/frozen items during the distribution.
- 5. Receive, store, transfer, use, and handle Product safely and properly in accordance with applicable law.
- 6. The Program Host Site will not:
 - a) Use any non-food Product in their operations or upkeep
 - b) Use any Product for business meetings, including, without limitation, committee meetings and other functions where business is conducted
 - c) Use Product in connection with fundraisers or events
 - d) Consume any Product (food or non-food), including consumption of beverages by volunteers when carrying out assigned duties
 - e) Use Product to compensate or provide incentives to staff or volunteers

Responsibilities of Second Harvest Food Bank of Orange County:

- 1. Work closely with each school to provide staff management and on-going support for the Partner – including annual application process, new school onboarding, school staff and volunteer training, data collection and verification, order placement and coordination with SHFBOC Operations and Logistics departments, compliance site visits, ensuring compliance with SHFBOC/Feeding America regulations and applicable laws, etc.
- 2. Handle all school non-compliance issues, including escalating courses of action based on the seriousness or sustained non-compliance issues. Escalation includes sending a Corrective Action letter, site visits, and possible program hold/termination.
- 3. Conduct compliance site visits on a regular basis, including planned and unannounced visits to ensure program compliance and to remain in compliance with Feeding America partner monitoring requirements.
- 4. Provide a selection of produce in quantities that will allow for distribution to approximately 150 households at each distribution. Adjust orders based on each school's need.

Program Host Site Agreement

Mobile School Pantry Program

Second Harvest Food Bank of Orange County
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5. Provide additional food as available and at the discretion of SHFBOC staff, although the program aims to primarily provide fresh produce.
6. Ensure SHFBOC is sourcing food products that are most in-demand, with a focus on nutrition and with the goal of providing enough food to meet the needs of SHFBOC's Partner Network.
7. Provide regular opportunities for collecting Partner and client feedback, to continue to evolve our operations to meet the needs of our community.
8. Create opportunities for partnership engagement and development.
9. Provide each District (or school if no District) with a Certificate of Liability Insurance, naming the District as Additional Insured and listing the name of each school on the COI. SHFBOC may meet additional District insurance requirements with prior SHBOC Leadership approval.
10. Provide this written agreement to be signed by a School District Representative.

Conditions and Stipulations:

1. Comply with the policies, procedures, and recordkeeping requirements of the Food Bank.
2. Staff or volunteers of the program will not engage in discrimination in the provision of service against any person because of race, color, citizenship, religion, gender, national origin, ancestry, age, marital status, disability, sexual orientation including gender identity or expression, unfavorable discharge from the military or status as a protected veteran, or as otherwise prohibited under the current USDA nondiscrimination statement.
3. The partnering organization will allow SHFBOC to monitor the food distribution operations site regularly.
4. Maintain a procedure for determining that the final recipient of the Donated Product is ill, needy, or an infant, such as using self-declarations of need or other intake process.
5. Acknowledge that the original donor, the Food Bank, and Feeding America offer no express warranties in relation to the Donated Product.
6. Release the original donor, the Food Bank, and Feeding America from any liabilities resulting from Donated Product.
7. Hold harmless and indemnify the original donor, SHFBOC, and Feeding America from any claims or obligations arising from Donated Product, or conditions or activities at Partner locations
8. Second Harvest Food Bank of Orange County reserves the right to terminate the agreement without notice if the program is found to be out of compliance.
9. Both parties enter into this agreement voluntarily.

Either party can terminate this agreement immediately with or without cause upon notification of other party. This agreement is binding from the date of signature until termination by either party. Failure to maintain terms of this agreement may result in partnership status being placed on hold or in some cases terminated.

I accept and agree to abide by all the above terms and conditions.

Print name of School District (or School Name if no District)

Signature of District/Board Representative

Date

Print name of District/Board Representative

Title

Program Host Site Agreement Mobile School Pantry Program

Second Harvest Food Bank of Orange County
July 1, 2025 – June 30, 2028



Ellie Dinh

Signature of SHFBOC Representative

02-19-2025

Date

Ellie Dinh

Print name of SHFBOC Representative

Director of Programs & Services

Title

To be signed by Host Site staff once school has been selected to participate in the program.

By signing, I acknowledge that I have read the terms listed above.

Print name of Primary Contact

Title

Signature of Primary Contact

Date

Print name of Secondary Contact

Title

Signature of Primary Contact

Date

Print name of School Principal

School Name

Signature of School Principal

Date

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 6, 2025**

SECOND HARVEST FOOD BANK OF ORANGE COUNTY-THE EMERGENCY FOOD ASSISTANCE PROGRAM

Background

For nearly 10 years, PYLUSD has partnered with Second Harvest Food Bank of Orange County to provide bi-monthly food distributions at Melrose and Topaz Elementary Schools, supporting families and strengthening community connections.

PYLUSD will be continuing its partnership by joining Second Harvest Food Bank of Orange County's Emergency Food Assistance Program (TEFAP), receiving additional USDA surplus food, including more dry goods and protein options. This enhances our support for families and maintains our collaboration with Second Harvest Food Bank to better serve our school community.

This agreement will be effective from July 1, 2025, through June 30, 2028.

Financial Impact

No cost to the district

Administrator

Renee Gray, Assistant Superintendent, Student Support Services
Baldwin Pedraza, Director, Student Services

Program Agreement

The Emergency Food Assistance Program (TEFAP)

July 1, 2025 – June 30, 2028



Introduction:

The Emergency Food Assistance Program (TEFAP) provides low-income individuals and households with surplus commodities donated by the US Department of Agriculture (USDA) to supplement daily nutritional needs. The California Department of Social Services (CDSS) administers TEFAP in California. Through TEFAP, USDA commodities are made available to Eligible Recipient Agencies (ERA) to provide to partners for distribution in the community. Second Harvest Food Bank of Orange County, Inc. (SHFBOC) is an Eligible Recipient Agency of USDA for the purposes of TEFAP. SHFBOC and Orange County Food Bank both operate TEFAP in Orange County; to not overlap services, the county is split into two territories. This agreement is for the distribution of the contracted United States Department of Agriculture (USDA) donated food under The Emergency Food Assistance Program (TEFAP) by SHFBOC in Orange County, California. To be a TEFAP partner with SHFBOC, your distribution address must fall within our TEFAP territory. The following cities are part of SHFBOC's TEFAP territory: Anaheim, Brea, Buena Park, Cypress, Dana Point, Fullerton, Garden Grove, La Habra, Las Alamitos, Orange, Placentia, San Clemente, San Juan Capistrano, Stanton, Tustin, Yorba Linda.

This Agreement is entered into and effective on 7/1/2025 between Second Harvest Food Bank of Orange County [the Eligible Recipient Agency (ERA)] and _____ the Sub-Distributing Agency (Sub-ERA). The Sub-ERA's Sam.gov Unique Entity Identification (UEI) is _____.

(Agency Name)

TEFAP is an add-on program that is available to SHFBOC's traditional and non-traditional partners who qualify for the program. Each TEFAP partner must have an active Partnership Agreement or Member Program Agreement signed with SHFBOC, and all requirements of the Partnership or Member Program Agreement must be met, in order to participate in TEFAP.

Partner is a (check all that apply):

- ☐ Nonprofit Organization
- ☐ Public Institution (i.e., public school districts)
- ☐ Faith-Based Organization
- ☐ Provides Food Assistance to Needy Persons for Household
- ☐ Provides Food Assistance to Needy Persons in the form of Prepared Meals

Agreement Period:

The agreement is considered permanent for one year, with amendments to be made as necessary [7 CFR 251(c)(2)]. In consideration of the mutual premises hereinafter contained, the parties agree that this Agreement will be performed in accordance with the following conditions:

FNS Civil Rights Assurance – (Adapted from FNS-74 Federal State Agreement):

This institution is an equal opportunity provider.

"The agency hereby agrees that it will comply with: i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189); vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000); vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.); viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3); ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant

receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.; x. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance. By accepting this assurance, the agency agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the agency, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the agency.”

Responsibilities of the TEFAP Partner:

1. *Partner Contacts:*

- a. The partner must identify a primary contact person to serve as SHFBOC’s main contact responsible for carrying out all expectations of TEFAP, including but not limited to communicate with SHFBOC staff, ensure all TEFAP rules and regulations are being carried out at all times, complete record keeping requirements, and be held accountable for partner compliance with TEFAP. Identify a secondary point of contact in case the primary is unreachable.
 - i. The primary & secondary contact must be technologically savvy and regularly check their emails.
 - ii. Partner must reply within 1-week of SHFBOC reaching out to be held in “Good Standing”.

2. *Distribution Requirements:*

- a. The partner agrees to distribute United States Department of Agriculture (USDA) commodities, hereafter referred to as TEFAP food(s), a minimum of once per month.
- b. The partner agrees to provide TEFAP foods to all eligible recipients.
 - i. If an eligible recipient resides in another county, Partner must provide the recipient with TEFAP food and can refer them to call 2-1-1 to find additional food resources in their county of residence. If the individual continues to visit your distribution, they must continue to be served.
- c. A representative of the partner must be present during the scheduled hours of each distribution to direct recipients to an alternate emergency food pantry in the event all the available food is distributed before the scheduled end time.
- d. The partner sites must be open to the general population except where written approval from CDSS is obtained prior to conducting closed distributions.

- e. **Partners must notify SHFBOC of any and all changes that affect distribution locations, days and times, prior to these changes taking place.** This includes distribution locations, food storage and preparation locations, distribution days and times, and changes in main contacts for SHFBOC.
- f. The partner must have adequate personnel available to help unload the delivery and either set up the distribution or store the food for a later distribution. The SHFBOC driver cannot assist with bringing the product into your facility beyond unloading it from their truck.
- g. The partner organization must carry out all requirements for distribution of TEFAP product as detailed below under “Use of Food Provided by Second Harvest Food Bank of Orange County” and as trained on by SHFBOC.

3. Signage & Documentation Requirements:

- a. The partner must prominently display, in clear sight of recipients, the following signage at times whenever commodities are distributed:
 - i. “And Justice for All” Poster Form AD-475C posted in the client sign-in area
 - 1. Only the approved version can be used: 11” x 17” in size, full-color
 - ii. CDSS Established Income Guidelines (updated annually)
 - 1. Must be posted in the client sign-in area; clients must be able to review this document as they are self-attesting their income on the EFA-7.
 - iii. Distribution Hours posted in the client sign-in area, including:
 - 1. Days and times
 - 2. Organization name
 - 3. Distribution address
 - 4. Contact phone number
- b. EFA-7:
 - i. The partner must use the EFA-7 form. These records must be kept on-site and are subject to periodic review by representatives of SHFBOC. These records (EFA-7) need to be kept on-site (digitally or physically) for 4 years. The EFA-7 form cannot be modified or changed in anyway, and an alternate form is not allowable.
 - 1. The partner can complete the form digitally (via the fillable PDF EFA-7), as long as the following criteria is met:
 - a. Files must be accessible during a SHFBOC compliance visit.
 - b. Files must be kept secure (password protected computer, limited access to users).
 - c. When physical forms are scanned and saved digitally, the physical copies must then be shredded.
 - 2. The partner must receive prior written approval from CDSS and SHFBOC to use a database to replace the EFA-7 (e.g., Service Insights on Meal Connect, Link2Feed, etc.)
 - 3. Correct usage of the form:
 - a. Must be manned by a staff/volunteer
 - b. Must complete one EFA-7 form per distribution, including use of the cover page.
 - c. Must be filled out as clients check-in that they are self-attesting income. EFA-7 form cannot be filled out after the distribution.
 - d. Must disclose family size and if it’s the 1st time receiving USDA food that month (at any location).
 - e. If client does not want to disclose their name, then you may use:
 - i. Name: Volunteer name... by proxy
 - 1. Example: Manuela by proxy
 - f. Address: Ask client for their COUNTY OF RESIDENCE
 - i. If client does not want to disclose address, then you may use:

1. County of Residence of distribution location.
 - g. Cannot ask clients for ID or proof of income.
 - ii. Proof of household income shall not be required for a client to receive TEFAP food. Income eligibility is a self-declaration by clients after reviewing posted current income eligibility guidelines. The site may require further client information for use with other programs; however, clients shall not be denied TEFAP food if they refuse to reveal any information that is not a requirement of TEFAP (e.g. demographics). Partner cannot require the client to present a physical ID in order to receive TEFAP food.
 - iii. The recipient picking up TEFAP commodities must be old enough to read and understand the posted signage, as well as the EFA-7 form being filled out.
 - iv. The EFA-7 form must be filled out by the client themselves. A staff/volunteer must be present to answer questions or assist the client if they require reasonable accommodation to complete the form.
 - v. The partner agrees to provide provisions for people incapable of signing their own name on the EFA-7 sign-in sheet.
 - vi. In the event the partner is providing commodities to homebound recipients, the partner agrees to ensure that these recipients information is included on the EFA-7.
 - vii. When EFA-7s are requested by a SHFBOC coordinator, then copies must be made and emailed to SHFBOC. EFA-7 are not to be shared unless requested by a SHFBOC Coordinator.
 - c. EFA-15:
 - i. The partner agrees to require an Alternate Pick-Up EFA-15 form from income eligible recipients unable to attend the physical distribution. The individual picking up commodities for these recipients must possess the form or note, and/or any other documents the distribution site or food bank may require. The form or note should be maintained with the EFA-7 sign in sheet. Recipients are required to provide a new Alternate Pick-Up form or note every 365 days.
4. **Reporting Requirements:**
- a. The partner must submit only 1 TEFAP report per month, combining all monthly distribution data. Report is due to SHFBOC by the 1st of the month for the previous month's distribution(s). Monthly TEFAP reports must be submitted online via Microsoft Forms (MS Forms). Reporting link will be provided once Partnership is granted.
5. **Food Safety Requirements:**
- a. **Ensure at least two people are certified in safe food handling practices. Both the primary and secondary contacts must be certified.**
 - i. At least one person with a safe food handling certification must be present at each distribution.
 - ii. It is at the partner's discretion if they want additional individuals certified.
 - b. The partner agrees to comply with all requirements relating to food safety and food recalls.
 - c. The partner agrees to ensure proper pest control measures are in place to prevent food storage disruption.
6. **Training Requirements:**
- a. The partner must ensure that key staff/volunteers involved in the distribution of TEFAP commodities complete annual TEFAP training provided by SHFBOC, and any refresher training as required by SHFBOC.
 - b. The partner must ensure all staff and volunteers involved in the operations of the TEFAP program complete annual Civil Rights training.
7. **Additional Requirements:**
- a. The partner agrees and understands that volunteers and/or staff may not receive products unless they meet the qualifying income requirements as stated by the income guidelines. They must sign the EFA-7 and should indicate that they are a volunteer/staff on the EFA-7. Volunteers/staff cannot receive

Program Agreement

The Emergency Food Assistance Program (TEFAP)

July 1, 2025 – June 30, 2028



- preferential treatment, i.e. “cherry-picking” of product. They cannot be served until at least halfway through the distribution to ensure equitability of products.
- b. Absolutely NO monetary donations or church offerings may be asked for or accepted at point of distribution.
 - c. Partners cannot require TEFAP participants or prospective participants to participate in explicitly religious activities to receive TEFAP commodities.
 - i. If there is an explicitly religious activity that takes place at the distribution site, it must be separate in time or location.
 - ii. Partners must make it clear that explicitly religious activities are not endorsed by the USDA.
 - iii. Partners cannot use TEFAP funds to support any explicitly religious activities, speech, or materials.
 - iv. Religious organizations must provide written notice of beneficiary rights to all participants.
 - d. The partner organization is required to carry liability insurance and list Second Harvest Food Bank of Orange County as an additional insured. All food distribution locations must be listed under Description of Operations/Locations/Vehicle section, including addresses of each location.
 - e. The partner agrees to check quality and quantities received and to sign for receipt of commodities when delivered or picked up from the food bank.
 - f. The partner agrees to ensure that under no circumstances will they discriminate due to race, color, national origin, sex, gender identity, age, religion, political beliefs or disability. Sites must print the following statement on all printed outreach materials that advertise a TEFAP distribution.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, gender identity, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: How to File a Complaint, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov.

Use of Food Provided by Second Harvest Food Bank of Orange County:

1. The partner agrees to provide TEFAP food free-of-charge to eligible individuals. No supporting documentation is required for income eligibility determination. Individuals receiving commodities will self-certify they meet the income guidelines, by providing their information for the TEFAP Household Distribution

Program Agreement

The Emergency Food Assistance Program (TEFAP)

July 1, 2025 – June 30, 2028



- Sign-In Sheet (EFA-7). Partner cannot require the client to present a physical ID in order to receive TEFAP food.
2. The food provided by SHFBOC is accepted by the Partner “as is.”
 3. The partner must distribute product for the intended purposes of the program. **Partner must not provide food from SHFBOC to other organizations; this is considered redistribution. Partner must not redistribute food unless provided with prior written approval by SHFBOC. Partner is responsible for distributing all food directly to clients/recipients only.**
 4. **Any leftover food must be kept on-site, stored properly, and distributed during your next TEFAP distribution. TEFAP products can only be distributed at the location(s) specified on the partner’s Certificate of Insurance and approved by SHFBOC.**
 5. Food will not be transferred for money, property, or services.
 6. The partner must commit to receive, store, transfer, use, and handle Product safely and properly in accordance with applicable law.
 7. The partner must have adequate refrigeration and storage space to ensure the wholesomeness of the food until used and/or distributed. The storage area must always be kept clean.
 - a. Refrigeration and freezers must have thermometers.
 - b. Temperatures must be recorded in a log every day a staff member or volunteer is on-site to check temperatures. Logs must be kept on file for 6 months.
 8. The partner will distribute food that is “apparently wholesome” which is hereinafter defined as food that meets the quality standards of Local, County, State, and Federal agricultural and health laws and rules. Even if the food is not readily marketable due to appearance, age, freshness, grade, size, surplus, or other conditions, the food is still safe. However, this does not include canned goods that are leaking, swollen, dented on the seam, or no longer airtight.
 9. The partner agrees to store TEFAP product separately from non-TEFAP product, as indicated with a different shelf, a barrier, or a clearly marked section of your storage area.
 10. The partner agrees to store and maintain food at proper temperatures to prevent loss.
 11. The partner agrees to immediately, upon discovery, report theft, loss, infestation, or other spoilage of any commodities to the Food Bank.
 12. The partner agrees to not request or accept more commodities than can be distributed.
 13. The partner agrees to follow First In, First Out inventory practices.

Responsibilities of Second Harvest Food Bank of Orange County:

1. Provide an equitable distribution of TEFAP foods to each partner at least once a month. This will be based on the partner’s capacity for storage and distribution, the partner’s number of households needing to be served, and the availability of TEFAP foods.
2. Conduct annual TEFAP training for all TEFAP partners, as well as refresher trainings as needed throughout the year.
3. Provide all required signage to be posted along with any updates and reporting forms.
4. Provide guidance and monitoring to ensure compliance with expected regulations.
5. Ensure all reporting requirements for CDSS are being submitted by partners as expected.
6. Ensure all TEFAP rules and regulations are being carried out and always be audit-ready.

Conditions and Stipulations:

1. Both parties enter into this agreement voluntarily.
2. Either party may terminate this agreement by giving 30 days’ written notice to the other party. The food bank or the State may cancel this agreement immediately upon receipt of evidence that the site is not in compliance with the terms and conditions in this agreement.
3. Any attachments are a part of this agreement.
4. Each site must be willing to abide by the policies, procedures, and record keeping requirements of SHFBOC and CDSS.

Program Agreement
The Emergency Food Assistance Program (TEFAP)
July 1, 2025 – June 30, 2028



5. The site will operate the program in accordance with Title 7, Code of Federal Regulations (CFR), Parts 250 and 251 that pertain to The Emergency Food Assistance Program.
6. Staff or volunteers of the program will not engage in discrimination in the provision of service, against any person because of race, color, citizenship, religion, gender, national origin, ancestry, age, marital status, disability, sexual orientation (including gender identity or expression), unfavorable discharge from the military, or status as a protected veteran. No partner program may engage in onerous, discriminatory proselytizing of any nature including requiring a religious service for food.
7. The partnering organization will allow SHFBOC to monitor the food distribution operations site regularly. SHFBOC, USDA, and CDSS retain the right to visit and inspect the site without prior notice.
8. The site agrees that in case of disaster or during post disaster recovery, it may be required but not limited to the following: distribute food and/or supplies to people affected by the disaster, operate distribution site outside of normal hours of operation, and/or provide short term storage for USDA foods, other food items, and/or supplies.
9. Participant shall indemnify, defend and hold harmless Second Harvest Food Bank of Orange County, its parents, members, managers, partners, officers, employees, subsidiaries, affiliates and agents (collectively, the "Indemnified Parties") from and against any and all losses, claims, costs, demands, liabilities or damages ("Loss") arising out of: (i) any personal injury or property damage occurring at Participant's Program site arising from any act, omission or negligence of Participant.
10. The Sub-ERA must obtain a Unique Entity Identification (UEI) through SAM.gov to be eligible for receiving TEFAP commodities from SHFBOC.
11. The site agrees to abide by any addendums SHFBOC, CDSS, USDA requires.

Partner must list out all TEFAP food storage and distribution locations with addresses below:

Location Name	Address	City	Zip Code	Distribution days/hours

This agreement may be canceled upon (30) days' notice in writing by either party. Notwithstanding the foregoing, the Sub-ERA, may cancel this agreement immediately upon receipt of evidence that the terms hereof have not been complied with by the ERA.

ERA signing below certifies that the information provided herein is true and correct to the best of my knowledge and that my facility is in full compliance with all Local, County, State, and Federal health codes and ordinances regarding food storage.

A handwritten signature in cursive script that reads "Ellie Dinh".

Signature of ERA Representative (SHFBOC)

Ellie Dinh

Print name of ERA Representative (SHFBOC)

2-21-2025

Date

Director of Programs & Services

Title

Program Agreement
The Emergency Food Assistance Program (TEFAP)
July 1, 2025 – June 30, 2028



By signing below, the sub-distributing agency has approved TEFAP USDA Commodity Food Service Application and Agreement as completed.

Print name of School District (or School Name if no District)

Signature of District/Board Representative

Date

Print name of District/Board Representative

Title

To be signed by Host Site staff once school has been selected to participate in the program.

By signing, I acknowledge that I have read the terms listed above.

Print name of Primary Contact

Title

Signature of Primary Contact

Date

Print name of Secondary Contact

Title

Signature of Primary Contact

Date

Print name of School Principal

School Name

Signature of School Principal

Date

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 6, 2025**

RETAINER AGREEMENT WITH FAGEN FRIEDMAN & FULFROST LLP

Background

Fagen Friedman & Fulfroast LLP (FFF) provides legal counsel for students within the Placentia-Yorba Linda Unified School District. FFF is dedicated to the excellent and efficient representation of public schools regarding students on school safety, 504s, as well as compliance complaints (i.e., ADA, UCP, OCR, Title IX, etc.). Entering into this retainer agreement will provide the district with an additional legal resource for consulting and collaborating on special education matters.

The hourly legal fees for Fagen Friedman & Fulfroast LLP are as follows:

	7/1/2024-6/30/2025
Senior Partner	\$405
Senior Counsel/Of-Counsel	\$360 - \$380
Partner	\$345 - \$380
Associate	\$280 - \$310
Paralegal	\$195 - \$280
Law Clerk	\$280
Next Level Client Services	\$180
Education Consultant	\$285
Communications Services Consultant	\$305
Communications Services Associate	\$100
Technology Discovery Associate	\$50

This agreement will be effective May 7, 2025, through June 30, 2025.

Financial Impact

General Budgeted Funds, NTE: \$100,000

Administrator

Renee Gray, Assistant Superintendent, Student Support Services
Baldwin Pedraza, Director, Student Services



AGREEMENT FOR LEGAL SERVICES

This agreement is by and between Placentia-Yorba Linda Unified School District (“Client”) and the law firm of Fagen Friedman & Fulfroft LLP (F3 Law) (“Attorney”). In consideration of the promises and the mutual agreements hereinafter contained, Attorney agrees to provide legal services for *Student Services* on the terms set forth below effective May 7, 2025:

1. **CONDITIONS.** This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.

2. **SCOPE OF SERVICES.** Client hires Attorney as its legal representative/counsel with respect to matters Client specifically refers to Attorney. Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries.

3. **CLIENT’S DUTIES.** Client agrees to cooperate with Attorney and to communicate with candor while keeping the Attorney apprised of any information or developments which may come to Client’s attention, to abide by this Agreement, to pay Attorney’s bills on time and to keep Attorney advised of Client’s address and telephone number. Client will assist Attorney in providing information and documents necessary for the representation in the described matter.

4. **CONSULTANT SERVICES.** Attorney may provide consulting services, which may be referred to as Next Level Client Services, in addition to or in support of the legal services provided pursuant to this Agreement, through qualified non-attorney consultants, including but not limited to: governance training and assistance; communications services; education program planning and implementation; mentoring, coaching, and leadership; strategic planning and solutions; and advocacy at the local and state level.

5. **EMAIL COMMUNICATIONS/CLOUD-BASED COMPUTING.** Attorney will protect Client data in a manner that is compliant with state and federal law. In order to provide Client with efficient and convenient legal services, Attorney will frequently communicate and transmit documents using e-mail. In addition, Attorney uses a cloud computing service. Most of Attorney’s electronic data, including emails and documents, are stored in this manner. Attorney will take reasonable precautions to keep email and other electronic data confidential and secure.

6. **LEGAL FEES AND BILLING PRACTICES.** Client agrees to pay by the hour, in minimum units of one tenth (.1) of an hour, at Attorney’s prevailing rates for all time spent on Client’s matter by Attorney’s legal personnel. Current hourly rates are noted in an attached rate schedule and the actual rate billed is based on the attorney’s number of years of experience.

The rates on this schedule, as well as the current job title designations/ classifications listed hereon, are subject to change on 30 days’ written notice to client. If Client declines to pay any increased rates, Attorney will have the right to withdraw as Attorney for Client. The time charged will include the time Attorney spends on telephone calls relating to Client’s matter, including calls with Client and other parties and attorneys. The legal personnel assigned to Client’s matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting or other proceeding, each will charge for the time spent.

7. **COSTS AND OTHER CHARGES.** (a) Attorney will incur various costs and expenses in performing legal services under this Agreement. Except as otherwise stated, Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. These include fees fixed by law or assessed by public agencies, messenger and other delivery fees, out of office copying/reproduction costs, and travel costs (including mileage charged at the standard IRS rate, parking, transportation, meals and hotel costs, if applicable), and other similar items. The following costs shall not be charged:

In office Photocopying	No Charge
Facsimile Charges	No Charge
Postage	No Charge
On-line Legal Research Subscriptions	No Charge
Administrative Overhead	No Charge

(b) Out of town travel. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by law firm personnel. Client will also be charged the hourly rates for the time legal personnel spend traveling.

(c) Consultants and Investigators. To aid in the representation in Client's matter, it may become necessary to hire consultants or investigators. Client agrees to pay such fees and charges.

(d) Other fees and costs. Client understands that if a case proceeds to court action, arbitration or administrative hearing, the court, arbitrator or reviewing agency may award attorney fees and costs to the other party or parties. Payment of such attorney fees and costs shall be the sole responsibility of Client. Similarly, other parties may be required to pay some or all of the fees and costs incurred by Client. Client acknowledges that any such determination does not in and of itself affect the amount of the fees and costs to be paid by Client to Attorney pursuant to this agreement.

8. BILLING STATEMENTS. Attorney will send Client monthly statements for fees and costs incurred. Each statement will be payable within thirty (30) days of its mailing date. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) days past due. Client may request a statement at intervals of less than 30 days. If Client requests a bill, Attorney will provide one within 10 days. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

9. CLIENT APPROVAL NECESSARY FOR SETTLEMENT

Attorney will not make any settlement or compromise of any nature of any of Client's claims without Client's prior approval. Client retains the absolute right to accept or reject any settlement.

10. DISCHARGE AND WITHDRAWAL. Client may discharge Attorney at any time. Attorney may withdraw with Client's consent, for good cause or as allowed or required by law upon ten (10) days written notice. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Attorney's advice on a material matter or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical. When Attorney's services conclude, all unpaid charges will immediately become due and payable. Following the conclusion of Attorney's representation of Client, Attorney will, upon Client's request, deliver to Client the Client file(s) and property in Attorney's possession, whether or not Client has paid for all services. If Client has not requested delivery of the files, Attorney may destroy all such files in its possession seven (7) years after the conclusion of the representation.

11. DISCLAIMER OF GUARANTEE AND ESTIMATES. Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only. Actual fees may vary from estimates given.

12. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

13. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.

14. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

15. MEDIATION CLAUSE. If a dispute arises out of or relating to any aspect of this Agreement between the Client and Attorney, or the breach thereof, and if the dispute cannot be settled through negotiation, Attorney and Client agree to use mediation before resorting to arbitration, litigation, or any other dispute resolution procedure.

16. EFFECTIVE DATE. This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. THE CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have signed this Agreement for Legal Services.

Placentia-Yorba Linda Unified School
District

Fagen Friedman & Fulfrost LLP

Type or Print Name

Namita S. Brown

Name

Type or Print Title

Managing Partner

Title

District Authorized Signature



Signature

DATE: _____

DATE: April 29, 2025



PROFESSIONAL RATE SCHEDULE

Placentia-Yorba Linda Unified School District
Student Services
May 7, 2025

1. **HOURLY PROFESSIONAL RATES**

Client agrees to pay Attorney by the following standard hourly rate:

Associate	\$280 - \$310 per hour
Partner	\$345 - \$380 per hour
Senior Partner*	\$405 per hour
Senior Counsel/Of-Counsel	\$360 - \$380 per hour
Paralegal	\$195 - \$280 per hour
Law Clerk	\$280 per hour
Next Level Client Services	\$180 per hour
Education Consultant	\$285 per hour
Communications Services Consultant	\$305 per hour
Communications Services Associate	\$100 per hour
Technology Discovery Associate	\$50 per hour

**Equity Partner or Partners with 25+ years of experience.*

Travel time shall be charged only from the Attorney's nearest office to the destination and shall be prorated if the assigned Attorney travels for two or more clients on the same trip. If Client requests a specific Attorney, Client agrees to pay for all travel time of that specific Attorney in connection with the matter. For matters concerning compliance with state and federal voting rights laws and/or related subjects, Client agrees to pay for all travel time of assigned Attorney in connection with those matters.

2. **ON-SITE LEGAL SERVICES**

At Client's discretion and by prior arrangement of Client and Attorney, Attorney may provide regularly scheduled on-site legal services ("Office Hours") to address legal issues that may arise in Client's day-to-day operations. Office Hours, which include time Attorney spends at Client's facility as well as travel time, shall be provided at a reduced hourly rate of 90% of the Attorney's standard hourly rate.

3. **COSTS AND EXPENSES**

In office Photocopying	No Charge
Facsimile Charges	No Charge
Postage	No Charge
On-line Legal Research Subscriptions	No Charge
Administrative Overhead	No Charge
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

**Placentia-Yorba Linda Unified School District
Board of Education Regular Meeting
May 6, 2025**

RETAINER AGREEMENT WITH HARBOTTLE LAW GROUP

Background

Harbottle Law Group (HLG) provides legal counsel for students within the Placentia-Yorba Linda Unified School District. HLG is dedicated to the excellent, efficient, and economical representation of public schools regarding students on IEPs, 504s, as well as compliance complaints (i.e., ADA, UCP, OCR, Title IX, etc). This agreement will be effective July 1, 2025-June 30, 2026.

The hourly legal fees for Harbottle Law Group are as follows:

	7/1/2025-6/30/2026
Senior Counsel	\$300.00
Mid-Level Attorneys	\$290.00
Other HLG Attorneys	\$275.00
Law Clerks	\$225.00
Paralegals	\$160.00

Financial Impact

Budgeted Special Education funds, NTE: \$275,000

Budgeted General Funds (Student Services), NTE: \$50,000

Budgeted General Funds (Educational Services), NTE: \$25,000

Administrator

Renee Gray, Assistant Superintendent, Student Support Services

Olivia Young, Assistant Superintendent, Educational Services

Gwen Redira, Director, Special Education

Baldwin Pedraza, Director, Student Services

**RETAINER AGREEMENT FOR SPECIAL EDUCATION LEGAL SERVICES
BETWEEN HARBOTTLE LAW GROUP AND PLACENTIA-YORBA LINDA UNIFIED
SCHOOL DISTRICT**

FISCAL YEAR, JULY 1, 2025-JUNE 30, 2026

This attorney retainer agreement is entered into by and between Harbottle Law Group ("HLG") on one hand, and Placentia-Yorba Linda Unified School District ("Client") on the other for the fiscal year beginning on July 1, 2025 and extending through June 30, 2026.

1. Scope of Work and Duties. Client hires HLG to advise Client and perform legal services for Client regarding special education and such other and further matters as Client and HLG from time to time agree upon. HLG will perform these services, will keep Client informed of progress, and will respond to Client's inquiries.

2. Client's Duties. Client agrees to provide HLG such information, assistance and cooperation as is necessary for HLG to effectively perform its services under this Agreement. Client shall timely pay HLG's bills for fees and costs.

Client shall keep HLG advised of Client's address, telephone numbers, and other pertinent contact information during the pendency of this Agreement.

3. Legal Fees, Billing Practices and Personnel. HLG's fees will be charged on an hourly basis for all time actually expended and are generally billed monthly. The payment of such bills will be due within 30 days from the date of the invoice. HLG will utilize those attorneys and staff it determines to be best suited to the task, consistent with the competent and efficient rendering of legal services. The services to be performed by HLG hereunder shall be provided at a rate not to exceed Three-Hundred Dollars (\$300.00) per hour for Senior Counsel, Two-Hundred Ninety Dollars (\$290.00) per hour for Mid-level attorneys, and Two-Hundred Seventy-Five Dollars (\$275.00) per hour for all other HLG attorneys, as well as law clerks at Two-Hundred Twenty-Five Dollars (\$225.00) per hour. HLG also utilizes the services of paralegals and other legal support staff whose rates shall not exceed One-Hundred Sixty Dollars (\$160.00) per hour.

4. Costs and Other Charges. HLG will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for those costs and expenses in addition to the hourly fees. Costs and expenses commonly include fees fixed by law or assessed by public agencies, expert witness fees and expenses, deposition transcripts, long distance telephone calls, messenger and other delivery fees, postage, parking and other local travel expenses, photocopying and other reproduction costs, clerical staff overtime, and computer assisted research fees.

5. Statements. HLG shall send Client one or more statements for fees and costs incurred on a periodic basis, generally monthly. These statements shall indicate the basis of the fees, including the amount of time spent and a description of the work performed. Payment of the statements is due thirty days after the statements are rendered.

6. Concurrent Representation of Other Entities and Individuals. HLG is currently acting as legal counsel to a number of school districts, other public agencies in several counties,

{1248347.1 }

as well as private clients. HLG's representation of such public and private entities in such other matters is unrelated to its representation of Client. HLG therefore reserves the right to continue to represent such parties in these unrelated matters, and any other parties in the future which may be adverse to Client, but which are unrelated to our representation of Client. Your signature below will confirm this understanding and your waiver on behalf of Client of any such potential conflicts. If, in the future, Client wishes to retain HLG to represent its interests in matters that may relate to a matter or matters in which HLG is also representing other parties, HLG will present Client with a separate document for its consideration, and possible informed written consent, to such concurrent representation.

7. Disclaimer of Guarantee. HLG has made no representations, promises or guarantees to Client regarding the outcome of Client's matter(s). Furthermore HLG cannot make any guarantee as to the amount which Client will incur for attorneys' fees and costs in this matter, as those figures will wholly depend on the time and effort required to be devoted to the matter.

8. Discharge and Withdrawal. Client may discharge HLG at any time. HLG may withdraw from Client's representation at any time to the extent permitted by law and the Rules of Professional Conduct, upon reasonable notice to the Client. In the event of such discharge or withdrawal, Client shall pay HLG's fees and costs legally owed in accordance with this Agreement for all work done (and costs incurred) through the termination of HLG's representation of Client.

9. No Waivers. A waiver by either party of a breach of any of the conditions, terms, or time requirements under this Agreement shall not be construed as a waiver of any succeeding breach of the same or other conditions, terms or time requirements.

10. Errors and Omissions Insurance. HLG maintains errors and omissions insurance coverage applicable to the services mentioned in this Agreement.

11. Integration. This Agreement constitutes the entire Agreement between HLG and Client with respect to this matter.

12. Arbitration of Disputes. If any dispute arises between Client and HLG regarding services or billings or any other matter relating to the provisions or duties under this Agreement, such dispute shall be submitted to binding arbitration. Fee disputes shall be arbitrated according to the guidelines and standards adopted by the State Bar of California, if any, then in effect. Any other dispute shall be arbitrated according to the arbitration rules of the Orange County Bar Association, if any, then in effect; and if there are no such rules in effect then in accordance with the rules of the American Arbitration Association.


The decision of the arbitrator(s) shall be final and binding. The arbitrator(s) shall have the discretion to order the losing party to reimburse the prevailing party for all costs and fees incurred in connection with the arbitration, including attorneys' fees and the arbitrators' fees.

13. Fees and Costs to Enforce Agreement. In the event attorneys' fees and related costs are incurred to enforce this agreement or to resolve a dispute under this agreement, the prevailing party shall be entitled to recover, in addition to damages allowed by law, reasonable attorneys' fees and costs.

14. Right to Consult Independent Counsel. HLG advises that Client has the right to consult independent counsel in connection with its decision to enter into this Agreement and recommends that it do so.

Dated: April 17, 2025

Harbottle Law Group

By: 
S. Daniel Harbottle, Director

I have read and understood the foregoing terms and agree to them.

Dated: _____, 2025

By: _____
Don Rosales, Director Purchasing
Placentia-Yorba Linda Unified School
District

PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
Board of Education Regular Meeting
May 6, 2025

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS FOR 2025-2026 SCHOOL YEAR

Background

The issuance of emergency permits for general and special education teachers is necessary from time to time when a fully qualified person is not available or deemed qualified for a particular position. A Declaration of Need must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the district.

During a school year, teaching positions may become vacant, positions may be added due to growth, and/or a sufficient number of credentialed teachers may not be available. Therefore, it is occasionally necessary to issue emergency permits to eligible teachers to cover these classrooms. The Commission on Teacher Credentialing requires school districts to anticipate these needs and provide a declaration for any area that may be impacted in the future.

Financial Impact

There is no fiscal impact in approval of a Declaration of Need.

Administrator

Yolanda Mendoza, Acting Assistant Superintendent of Human Resources



State of California
Commission on Teacher Credentialing
Certification Division
651 Bannon Street, Suite 601
Sacramento, CA 95811

Email: credentials@ctc.ca.gov
Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2025-26

Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL

Name of District or Charter: Placentia-Yorba Linda Unified School District District CDS Code: 66647

Name of County: Orange County CDS Code: 30

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on 5/6/2025 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2026.

Submitted by (Superintendent, Board Secretary, or Designee):

Yolanda Mendoza

Name

Signature

Acting Assistant Superintendent

Title

(714) 524-3034

Fax Number

(714) 985-8410

Telephone Number

Date

1301 E Orangethorpe Ave, Placentia, CA 92870

Mailing Address

ymendoza@pylusd.org

EMail Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	
Single Subject	23
Special Education	15
TOTAL	38

Authorizations for Single Subject Limited Assignment Permits

SUBJECT	ESTIMATED NUMBER NEEDED	SUBJECT	ESTIMATED NUMBER NEEDED
Agriculture		Mathematics	2
Art		Music	2
Business		Physical Education	
Dance	2	Science: Biological Sciences	2
English		Science: Chemistry	2
Foundational-Level Math	2	Science: Geoscience	2
Foundational-Level Science	2	Science: Physics	2
Health	1	Social Science	
Home Economics		Theater	2
Industrial & Technology Education	1	World Languages (specify)	1 (ASL)

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ____/____/____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

Dr. Allan Mucerino

Acting Superintendent

Name

Signature

Title

714 524-3034

714 986-7000

Fax Number

Telephone Number

Date

1301 E Orangethorpe Ave, Placentia, CA 92870

Mailing Address

amucerino@pylusd.org

EMail Address

- *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
CLAD/English Learner Authorization (applicant already holds teaching credential)	10
Bilingual Authorization (applicant already holds teaching credential)	6
List target language(s) for bilingual authorization: Spanish	
Resource Specialist	10
Teacher Librarian Services	1
Emergency Transitional Kindergarten (ETK)	10

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? ☐ Yes ☒ No

If no, explain. We partner with local universities for interns.

Does your agency participate in a Commission-approved college or university internship program? ☒ Yes ☐ No

If yes, how many interns do you expect to have this year? 10

If yes, list each college or university with which you participate in an internship program.

Hope International, National University, University of Redlands, La Sierra University

If no, explain why you do not participate in an internship program.

PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
CLASSIFIED HUMAN RESOURCES REPORT
Board of Education Regular Meeting
May 06, 2025

<u>Retirement</u>	<u>Position</u>	<u>Site</u>	<u>Effective</u>
Francisco Quino	Plant Coordinator II	YLMS	05/02/25
Maria J. Sandoval	Night Custodian	Esperanza	07/31/25

<u>Resignation</u>	<u>Position</u>	<u>Site</u>	<u>Effective</u>
Vivian Anguiano	Nutrition Services Worker	El Dorado	04/21/25
James Bush	School Bus Driver	Transportation	04/09/25
Daniel Cisneros	Noon Duty Supervisor	OCSCS	04/08/25
Constance Ellis Francis	SPED Assistant	Valencia	04/02/25
Tami Lefler	Noon Duty Supervisor	Mabel Paine	04/11/25
Kevin Garcia	Instructional Assistant	Rio Vista	04/11/25
Pujaben Hirpara	SPED Intervention Assistant	Travis Ranch Elem	04/30/25
Clayton Holmer	Noon Duty Supervisor	OCSCS	04/11/25
John Ippolito	School Bus Driver	Transportation	05/30/25
Traci Jakobson	Noon Duty Supervisor	Travis Ranch Elem	04/07/25
Amy R. McNulty	Child Care Teacher I	Sierra Vista	04/03/25
Sofia Mendoza	SPED Assistant	Woodsboro	04/25/25
Marisol Monroy	Child Care Teacher I	Wagner	04/09/25
Sabrina Obnamia	SPED Intervention Assistant	George Key	05/01/25
Madison Ornelas	Child Care Teacher I	Van Buren	04/17/25
Gabriel Padilla II	Computer Instruc Specialist	Woodsboro	04/10/25
Shannon Perez-Flores	SPED Intervention Assistant	YLMS	04/03/25
Desory Ramos	Child Care Teacher I	Sierra Vista	03/31/25

<u>Change of Status</u>			
<u>Employee</u>	<u>From</u>	<u>To</u>	<u>Effective</u>
Elaine Marshall	Director 1, Step 3	Director I, Step 7	06/01/25
Dena Mavritsakis	Account Tech I	Account Tech II	05/16/25
Katherine Rowles	Account Tech I	Account Tech II	03/21/25
Angela Todora	Account Clerk	Senior Account Clerk	04/22/25

<u>Leave of Absence</u>				
<u>Employee ID#</u>	<u>Position</u>	<u>Site</u>	<u>Reason</u>	<u>Effective</u>
13977	SPED Inter Assist	Valencia	Medical	03/24/25-05/22/25
00941	SPED Assistant	El Dorado	Medical	04/01/25-04/08/25
09383	Bus Driver	Transportation	Medical	04/01/25-04/27/25
14340	Bus Driver	Transportation	Medical	04/04/25-04/24/25
16751	SPED Inter Assist	Lakeview	Maternity	04/21/25-06/12/25
16751	SPED Inter Assist	Lakeview	Child Bonding	08/25/25-11/14/25
16026	Health Clerk	OCSCS	Medical	03/24/25-03/30/25
07296	SPED Inter Assist	Linda Vista	Medical	04/03/25-04/27/25
00941	SPED Assistant	El Dorado	Medical	04/04/25-04/10/25
03001	Bus Driver	Transportation	FMLA	03/24/25-06/16/25
00941	SPED Assistant	El Dorado	Medical	04/09/25-05/04/25
04892	SPED Assistant	Kraemer	Medical	03/17/25-06/13/25
05508	Coll/Career Tech	El Camino	Medical	04/11/25-05/23/25
05921	Warehouse Worker	Warehouse	Medical	01/23/25-05/23/25
15482	Academy Tutor	Melrose	FMLA	04/21/25-06/12/25
16522	SPED Inter Assist	Mabel Paine	Medical	04/15/25-05/15/25

03263	Attendance Clerk	Travis Ranch	Medical	04/14/25-04/27/25
16584	SPED Inter Assist	George Key	Medical	04/15/25-04/27/25
14212	SPED Assistant	Ruby Drive	Medical	04/16/25-05/28/25
17097	Noon Duty	Ruby Drive	Maternity	05/09/25-06/12/25
10749	Sch Comm Stu Adv	Valdez	Maternity	04/28/25-05/04/25
15787	Nutrition Svc Work	El Dorado	FMLA	04/04/25-05/04/25
13332	Bus Driver	Transportation	Medical	04/02/25-05/02/25
12125	Attendance Clerk	YLHS	Medical	04/24/25-04/30/25
00941	SPED Assistant	El Dorado	Medical	04/23/25-05/15/25
14653	Bilingual Clerk III	Valadez	Maternity	12/09/24-01/31/25
14653	Bilingual Clerk III	Valadez	Child Bonding	02/03/25-05/01/25
05399	SPED Assistant	Travis Ranch	Medical	04/21/25-06/12/25
17450	Secretary	Rio Vista	Discretionary	04/28/25-06/13/25
05509	SPED Assistant	YLMS	Medical	05/14/25-06/11/25
14317	Instr Disability Tech	SPED	Medical	05/07/25-05/23/25

Working Out of Class

<u>Employee</u>	<u>From</u>	<u>To</u>	<u>Effective</u>
Maria Kontopedes	Bilingual Clerk I	Bilingual Attendance Clerk	11/15/24-12/20/24
Maria Kontopedes	Bilingual Clerk I	Bilingual Attendance Clerk	03/03/25-04/01/25

Employ

<u>Employee</u>	<u>Position</u>	<u>Site</u>	<u>Salary</u>	<u>Effective</u>
Olga Alamilla	Child Dev Presch Educator	Ex Learning	\$19.32	04/28/25
Jose Arrendondo Alvarez	Senior Maintenance Worker	Maintenance	\$35.09	04/24/25
Deborah Bolden	SPED Intervention Assistant	Fairmont	\$22.95	03/24/25
Kayla Carr	Ch Care Teacher I	Ex Learning	\$18.84	04/21/25
Lilia Castaneda	Noon Duty Supv & Sub	Tynes	\$16.50	04/11/25
Elizabeth Cruz	State Preschool Prg Dir 4	Ex Learning	\$116,973	05/07/25
Jennifer Dodgion	SPED Inter Assist Special	George Key	\$29.38	03/19/25
Disi Figueroa Miranda	Noon Duty Supv & Sub	Topaz	\$16.50	04/09/25
Stacey Fredericks	Health Clerk	Travis Ranch	\$19.78	04/23/25
Jeana Gonzales	SPED Assistant	Valencia	\$21.83	04/07/25
Ana Gonzalez	Academy Tutor	Ex Learning	\$18.84	03/25/25
Nereida Guevara	Academy Tutor	Ex Learning	\$18.84	04/01/25
Silvia Guillen	Preschool Paraeducator	Ex Learning	\$22.31	03/10/25
Yessenia Gutierrez	Ch Care Teacher I	Ex Learning	\$18.84	04/28/25
Sandra Guzman	Nutrition Services Worker	Nutrition Svs	\$17.49	04/22/25
Komala Hatjygeorge	Visual Arts Instruction Assist	Valencia	\$21.32	03/03/25
Komala Hatjygeorge	SPED Intervention Assistant	Brookhaven	\$22.95	04/08/24
Sharley Hurwitz Rasch	SPED Intervention Assistant	Valencia	\$22.95	04/21/25
Laura Jimenez	Nutrition Services Worker	Nutrition Svs	\$17.49	03/24/25
Kim Johnson	Account Tech I	Fiscal Svs	\$27.29	04/21/25
Maria Kontopedes	Bilingual Attendance Clerk	Valencia	\$25.33	04/02/25
Emma Lagunas Juarez	Nutrition Services Worker	Nutrition Svs	\$17.49	04/22/25
Lea Lubinski	SPED Intervention Assistant	Fairmont	\$22.95	03/31/25
Candice Mallick	SPED Intervention Assistant	Tynes	\$22.95	03/24/25
Jenna Matthews	SPED Assistant	Rio Vista	\$21.83	03/31/25
Kaleigh Medellin	SPED Intervention Assistant	YLMS	\$22.95	04/21/25
Carrie Meek-Rios	Bus Driver	Transportation	\$25.97	03/28/25
Kimberly O'Brien	Instructional Assistant	Elem Music	\$19.30	04/04/25
Ethan Ogren	P.E. Instructional Assist	Ed Services	\$19.30	03/04/25
Marilyn Olmos	Academy Tutor	Ex Learning	\$18.84	04/07/25
Perla Oloarte	Nutrition Services Worker	Nutrition Svs	\$17.49	03/31/25

Jennifer Oltman	SPED Intervention Assistant	Lakeview	\$25.33	04/03/25
Lillian Preciado	Nutrition Services Worker	Nutrition Svs	\$17.49	04/04/25
Luisa Ruiz	Bus Driver	Transportation	\$25.97	03/24/25
Alison Sandoval Gonzalez	Ch Care Teacher I	Ex Learning	\$18.84	04/07/25
Jade Segura Smith	SPED Inter Assist Special	Valadez	\$26.61	03/07/25

Short Term

<u>Employee</u>	<u>NTE Hrs</u>	<u>Reason</u>	<u>Site</u>	<u>Effective</u>
Michael Arias	150	Campus Supervision	El Camino	01/06/25-06/13/25
Karissa Carranza	100	Preschool Educator	Ex Learning	03/31/25-06/30/25
Brennen Cavish	20	Technology Svs Tech	Technology	01/01/25-07/01/25
Lynette Currier	20	Math/ELA Inter	Van Buren	01/13/25-02/07/25
Sheri Detloff	20	Training	Health Svs	02/21/25-06/12/25
Alejandra Diaz Garcia	150	Student Supervision	Ex Learning	04/03/25-06/12/25
Adel Elgarwany	20	Extra Curri Activities	El Dorado	04/08/25-05/30/25
Rosa Esqueda	5	Family Literacy Night	Topaz	03/27/25-04/30/25
Marlee Fleckenstein	4	Extra APE Support	George Key	02/16/25-03/16/25
Erin Fuller	4	Pro-Act Training	SPED	04/01/25-04/02/25
Brandon Gooch	20	Tech Support	Technology	01/01/25-07/01/25
Daniella Gordillo	3	Aide Training	Golden	03/26/25-06/12/25
Nereida Guevara	60	Site Support	Ex Learning	04/01/25-06/13/25
Patrick Hansen	3	Aide Training	Golden	03/26/25-06/12/25
Jesse Higgins	3	Family Literacy Night	Topaz	03/24/25-03/28/25
Pujaben Hirpara	3	Field Trip Support	Travis Ranch Elem	03/24/25-03/25/25
Anna Jacob	75	Caseload Support	Mabel Paine	03/16/25-06/12/25
Robbie Justice	24	Office Support	Supt Office	04/01/25-06/30/25
Marianna Lozoya	2	Parent Support	Melrose	04/10/25-04/11/25
Lea Lubinski	20	Preschool Opening	Fairmont	04/03/25-06/12/25
Anam Mairaj	4	Pro-Act Training	Tynes	04/01/25-04/02/25
Daliana Maltez	12	Translate Dual TK	Ed Services	02/28/25-04/04/25
Steven Millhouse	4	Pro-Act Training	SPED	04/01/25-04/02/25
Maricela Muniz	81	Childcare	Ruby Drive/Topaz	03/10/25-05/30/25
Marilyn Olmos	60	Site Support	Ex Learning	04/07/25-06/13/25
Melissa Pineda	50	Classroom Support	Valadez	04/01/25-06/12/25
Jazrael Rivera	10	Training	Health Svs	04/21/25-06/12/25
Susan Swinfard	2	Parent Support	Melrose	04/10/25-04/11/25
Stacy Wallace	1	SPED Int Asst Spec	Wagner	04/11/25-06/12/25
Kathryn Whitman	3	Field Trip Support	Travis Ranch Elem	03/24/25-03/25/25
Luke Yokogawa	8	Aide Training	Golden	03/26/25-06/12/25

Substitutes

<u>Employee</u>	<u>Position</u>	<u>Site</u>	<u>Effective</u>
Arlene Alonso	After School Interv	Morse	03/24/25-04/10/25
Jaylene Acosta	Music Aide	Elem Music	04/10/25-06/13/25
Celestina Benn	Music Aide	Elem Music	04/10/25-06/13/25
Tonjia Bier	Clerk I	Linda Vista	03/18/25-06/12/25
Jeanette Borja	Nutrition Services Worker	Nutrition Svs	04/07/25-06/13/25
Myrna Carrasco	Clerk I/Secretary I	Lakeview	04/04/25-06/27/25
Myrna Carrasco	Clerk, I/II, Attendance Clerk	El Dorado	04/23/25-06/12/25
Nhi Chiu	Clerk II	Golden	01/13/25-06/13/25
Kara Doller	Nutrition Svs Satellite Kit Ld	Nutrition Svs	03/31/25-06/12/25
Julian Gonzalez	Custodian Sub	Custodial	03/24/25-06/30/25
Cynthia Greenspan	Library Media Tech/Asst	Valadez	04/02/25-06/30/25
Julie Imai	Clerk I	Linda Vista	03/18/25-06/12/25

Nicole Kamai	Elem L/M Tech	Glenknoll	04/04/25-06/12/25
Nicole Kamai	Library Media Tech/Asst	Valadez	04/02/25-06/30/25
Jill Keeler	Clerk II/Sch Secretary I	Golden	04/10/25-06/13/25
Angel Maldonado Mesina	Custodian Sub	Custodial	04/07/25-06/30/25
Janai Ojeda	Nutrition Services Worker	Nutrition Svs	04/11/25-06/13/25
Edgar Saucedo	Custodian Sub	Custodial	03/31/25-06/30/25
Lara Thomas	Clerk II	Golden	04/10/25-06/13/25
Lara Thomas	School Secretary I	Golden	04/10/25-06/13/25
Jannie Wuchoi	Library Media Tech Sub	Valencia	04/10/25-06/13/25
Terry Yanez	Spch/Lang Path Assist	SPED	04/04/25-06/12/25

District Funded Co-Curricular Assignments

<u>Stipends</u>	<u>Assignment</u>	<u>Site</u>	<u>NTE Amount</u>	<u>Effective</u>
Jimmy Chang	Girls Tennis	Esperanza	\$4271	08/18/25-10/29/25
Joe Connor	Trumpet Skills	OCSCS	\$2000	02/03/25-06/12/25
Bryan Cooper	Brass Coach	Tuffree	\$2000	01/06/25-06/12/25
Bryan Cooper	Jazz II Instructor	Tuffree	\$5500	01/06/25-06/12/25
Jacob Craig	Boys Lacrosse	El Dorado	\$5206	02/10/25-04/23/25
Andrew De Stackleberg	Orchestra	Tuffree	\$2000	01/06/25-06/12/25
Andrew De Stackelberg	Bass Skills	OCSCS	\$2000	02/03/25-06/12/25
Galen Diaz	Hd Boys Water Polo	Esperanza	\$5338	08/11/25-10/22/25
Chloe Green	Girls Soccer	Esperanza	\$2135	02/11/25-03/11/25
Kailani Grider	Drumline	Kraemer	\$2000	03/31/25-06/12/25
Jordyn Griggs	Hd Boys Volleyball	Esperanza	\$5588	02/15/25-04/23/25
Joshua Jerome	Woodwind Coach	Tuffree	\$5500	01/06/25-06/12/25
Christine Kaposy	Assistant Dance	Tuffree	\$2000	01/06/25-06/12/25
Hye Kim	Cello Skills	OCSCS	\$2000	02/03/25-06/12/25
Gabriel Lopez	Jazz Coach	YLMS	\$5500	02/03/25-06/12/25
Jackson May	Percussion Club	Tuffree	\$2000	01/06/25-06/12/25
Jay Mericle	Boys Water Polo	Esperanza	\$4271	08/11/25-10/22/25
Jack Miller	Boys Volleyball	Esperanza	\$4271	02/15/25-04/23/25
Robert Moreno	Track	Ed Svs Athl	\$2492	03/31/25-05/07/25
Kyle Myers	Woodwind	OCSCS	\$2000	02/03/25-06/12/25
Daniel Noh	Orchestra	Tuffree	\$5500	01/06/25-06/12/25
Valerie Ramirez	Drill Team/Color Guard	Tuffree	\$5500	01/06/25-06/12/25
Steve Rodriguez	Logistics Coach	Valencia	\$2000	03/07/25-06/12/25
Jessica Ruggles	Dance	Tuffree	\$5500	01/06/25-06/12/25
Roberta Sanchez	Violin Skills	OCSCS	\$2000	02/03/25-06/12/25
Hannah Sweet	Girls Lacrosse	Valencia	\$2135	03/25/25-04/23/25
Sean Tannehill	Boys Water Polo	Esperanza	\$4271	08/11/25-10/22/25
My Tran	Choir Accompanist	Tuffree	\$2000	01/06/25-06/12/25
Connie Truong	Percussion	Tuffree	\$2000	01/06/25-06/12/25
Chelsea Wong	Orchestra	Tuffree	\$5500	01/06/25-06/12/25
Enrique Zuniga Lomeli	Track	Ed Svs Athl	\$2492	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>
Isabelle Cedano	Hd Cheer/Song	Esperanza	\$1900	09/01/25-09/30/25
Delaina Dunn	Hd Cheer	EL Dorado	\$1558	04/03/25-06/13/25
Robert Fuller	Hd Girls Soccer	YLHS	\$2838	02/10/25-04/23/25
Taylor Gayer	Girls Soccer	YLHS	\$4201	02/10/25-04/23/25
Jordyn Griggs	Gilrs Volleyball	Esperanza	\$3500	08/09/25-10/15/25
Ethan Johnson	Boys Lacrosse	El Dorado	\$2600	02/10/25-04/22/25
Madison Lewis	Girls Lacrosse	El Dorado	\$2065	02/10/25-04/23/25

Jack Miller	Girls Volleyball	Esperanza	\$3500	08/09/25-10/15/25
Austin Nesbihal	Boys Lacrosse	Esperanza	\$800	03/05/25-04/23/25
Cole Rosner	Boys Volleyball	El Dorado	\$2000	02/15/25-04/23/25
Erica Schmaltz	Girls Soccer	YLHS	\$4201	02/10/25-04/23/25
Madison Stanley	Girls Lacrosse	El Dorado	\$1050	02/10/25-04/23/25
Amy Swearingen	Girls Lacrosse	El Dorado	\$840	02/10/25-04/23/25

Child Care Expanded Learning – Preschool, Child Care Teacher I: Short Term: NTE 250 Hrs., Substitute, NTE 8 Hrs., All Sites

<u>Employee</u>	<u>Effective</u>
Eulalia Alvaro	03/28/25-03/28/25
Karen Fuentes	03/28/25-03/28/25
Alyssa Gutierrez	03/31/25-06/30/25
Yesenia Gutierrez	04/10/25-06/30/25
Esther Hernandez	03/28/25-03/28/25
Erlinda Lopez	03/28/25-03/28/25
Alison Sandoval Gonzalez	04/07/25-06/30/25
Tresha Mae Vito	03/31/25-06/30/25

Special Education, SPED Assistant/Intervention Assistant/Specialized, Short Term, Student Support, NTE: 100 hours, All Sites, 2024-2025 SY

Davis Ammari
 Soraida Arceneaux
 Reyna Avalos
 Susan Battaglia
 Linda Brocki
 Maria Cervantes
 Marisela Chavolla
 Gina Clark
 Adriana De Leon
 Lea De Leon
 Adrienne Elicker
 William Erickson
 Isaiah Esparza
 Michelle Foust
 Derek Garcia
 Kerstain Guest
 Jennifer Kopiczko
 Adele Lightfoot
 Michelle Masciale
 Danielle Miller
 Michelle Miller
 Jared Moradian
 Alessa Rama
 Nalani Rambaran
 Jessica Salgado
 Patricia Solorio-Cisneros
 Yajaira Uribe
 Susan Worley
 Samantha Zadah

Special Education, SPED Assistant/Intervention Assistant/Specialized, Substitute, All Sites, 03/25/25-06/12/25
 Carolyn Bueno
 Kimlee Dang

Renae Depadua Redira
Alma Gonzalez
Yesenia Gutierrez
Anjolie Jang
Damien Walters

Special Education, SPED Assistant/Intervention Assistant/Specialized, Short Term, Transition Support, NTE:
80 Hrs. All Sites, 03/16/25-06/12/25

Rafaelle Catacutan
Amy Diaz
Farma Jassim
Lilyanne Kane
Fatima Kubova
Michelle Miller
Jenelle Newport
Isel Nunez
Jade Segura Smith
Liliana Vitela

Special Education, Speech/Language Pathologist Assistant, Additional Caseload Support, Short Term: NTE
100 Hrs. 03/16/25-06/12/25

Kameryn Bergeron
Laura Eckert
Carmen Esposito
Golnaz Lotfalipour
Janell Newport

Special Education, Fairmont SPED Intervention/Specialized, Individualized Health Plan Training on 04/01/25,
Short Term: NTE 1 Hr.

Katrina De Marco
Valerie Drasdo
Krista Dorado
Derek Garcia
Gloria Kravitz
Sean Padraig Tannehill
Meenakshi Shelar

George Key, Adult Transition Dance on 05/09/25, SPED Intervention Assistant/Specialized, Short Term NTE: 4
hours

Anallely Jimenez
David Jimenez
Chad Kirkpatrick
Rona McManus
Joel Nunez
Michelle Spoonhower
Portia Stevens
Patricia Wellington

Noon Duty Supervision, Substitute and Short-Term: NTE 150 Hrs., 2024-2025 SY

<u>Employee</u>	<u>Site</u>
Carl Borg	OCSCS
Julie Finnicum	Fairmont
Nereida Guevara	Tynes
Jason Huyck	Travis Ranch Elementary

Alicia Irei	Rose Drive
Anna Park	Rose Drive
Qi Tan	OCSCS
Jacob Terry	Travis Ranch Elementary
Christy Vis	Linda Vista

Educational Services – Elementary, TK Preschool Educator Instructional Assistant Substitute 03/25/25-06/12/25

Patricia Frank
Alma Gonzalez
Betty Hsueh

Travis Ranch Elementary, 5th Grade Outdoor Education Science Camp, Stipend \$228.50, 05/28/25-05/30/25
Daniel Flores

AVID Tutor, Short Term: NTE 150 Hrs., All Sites 03/16/25-06/15/25

Leslie Arce-Pozos
Tamara Bucio
Liam Dejong
Ivan Delgadillo
Johann Eco
Vanessa Fernandez
Estella Fritz
Jesse Galvan
Melanie Gamez
Pablo Gonzales
Gustavo Gonzalez
Pablo Gonzalez
Galvan Hernandez
Crystal Lee
George Lopez
Cassandra Magana
Christy Martinez
Priscilla Martinez
Weranuch Moyer
Yessenia Perez
Clare Pierce
Isabel Rubio-Hernandez
Jaden Tagle
Michaela Taylor
Isaac Tito-Condemayta
Tanya Trejo
Seredy Valentin
Stephanie Vasquez-Torres
Taeyeun Won

Educational Services, Child Care for Parenting Class-Disciplina Positiva, Short Term NTE: 18 Hrs., All Sites, 02/17/25-04/30/25

Leslie Alcorn
Fatima Arizmendi
Maricela Contreras
Sandra Duran
Karen Fuentes
Esther Hernandez

Herlinda Lopez Cisneros
Evangelina Lozoya
Monique Rendon

PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
CERTIFICATED HUMAN RESOURCES REPORT
Board of Education Regular Meeting
May 6, 2025

Resignation

<u>Employee</u>	<u>Site</u>	<u>Position</u>	<u>Effective</u>
Yael Herrera	Special Ed	ABA Supervisor	08/01/25
Monique Philips-Lloyd	Van Buren	Teacher	06/13/25

Retirement

<u>Employee</u>	<u>Site</u>	<u>Position</u>	<u>Effective</u>
Imelda Gaitan	El Dorado	Teacher	06/16/25
Neil Kane	Kraemer	Teacher	09/02/25
Elana Leiken	Bryant Ranch	Teacher	06/14/25
Nora Pacheco	Morse	Teacher	06/16/25
Patricia Shea	Fairmont	Teacher	06/14/25

Change of Status

<u>Employee</u>	<u>From</u>	<u>To</u>	<u>Effective</u>
Ashley Krause	Program Spec, Spec Ed	Coordinator, Spec Ed	05/07/25
Gina Ramshaw	TOSA, Mabel Paine	Prg Specialist, Spec Ed	05/07/25

Employ

<u>Teacher</u>	<u>Subject</u>	<u>Site</u>	<u>Status</u>	<u>Salary</u>	<u>Effective</u>
Yao Wang	Orchestra, Zero Period	YLHS	Temp	\$10,883	03/31/25

Leaves of Absence

<u>Employee ID#</u>	<u>Position</u>	<u>Site</u>	<u>Reason</u>	<u>Effective</u>
02591	Teacher	Rio Vista	Medical	04/29/25-06/09/25
15803	Counselor	El Camino	Medical	05/01/25-06/01/25
16297	Superintendent	District Office	Medical	04/10/25-04/30/25
17048	Speech Therapist	Van Buren	Medical	04/21/25-04/25/25
07901	Teacher	Ruby Drive	Medical	04/21/25-06/13/25
16411	Teacher	Travis Elem	Family Care-FMLA	04/05/25-04/27/25
09853	Teacher	Elem PE	Child Bonding	05/05/25-06/13/25
11687	Teacher	Glenview	Maternity	05/17/25-06/13/25
02498	Teacher	Melrose	Medical	05/01/25-06/13/25
16846	Speech Pathologist	Van Buren	Maternity/Bonding	05/23/25-12/01/25
00544	Counselor	Student Svs	Medical	05/01/25-05/31/25
11973	Teacher	Glenknoll	Medical	05/05/25-05/30/25
05804	Teacher	Parkview	Medical	05/02/25-05/23/25

Extra Duty Assignments

<u>Employee</u>	<u>Site</u>	<u>Extra Duty</u>	<u>Hrly Rate</u>	<u>Hours</u>	<u>Effective</u>
Michele Alberto	Lakeview	After School Interv	\$55	20	03/17/25-04/10/25
Hailey Altamirano	Van Buren	Input Grades	\$28	1	03/03/25-04/30/25
Alejandra Alvarez Valdovinos	Melrose	Outdoor Ed Support	\$55	2	04/10/25-04/11/25
Joan Angeles	Lakeview	IEP Mtgs	\$55	10	04/07/25-06/12/25
Teresa Ashton	Technology	Tech Training/Mtg	\$55	20	07/01/24-06/30/25
Paul Barajas	OCSCS	Detention	\$28	45	02/03/25-06/12/25
Suzanne Bilhartz	Golden	After School Interv	\$55	20	03/17/25-04/10/25

Rebecca Bonet	Valencia	Science Olympiad	\$55	45	01/13/25-06/12/25
Gary Bowers II	Spec Ed	Caseload Support	\$55	24	03/03/25-06/13/25
Victoria Byrd	Spec Ed	SLP Coverage	\$55	10	03/03/25-06/13/25
Richard Cadra	Student Svs	Home Hospital	\$55	60	04/01/25-06/12/25
Katherine DeGraffenreid	Ed Svs	Expanding Bldg Classroom PD	\$55	6	03/13/25-06/13/25
Katherine DeGraffenreid	Ed Svs	AVID Site Coord Mtg	\$55	6	01/13/25-06/12/25
Leonel Diaz	Rio Vista	School Musical	\$55	150	01/06/25-06/13/25
Sharon Edmondson	Fairmont	Class Overage	\$55	40	09/01/24-06/12/25
Inge Eppink	Ruby Drive	ELPAC Testing	\$55	6	03/03/25-06/12/25
Inge Eppink	Ruby Drive	AVID Showcase Prep	\$55	5	02/16/25-04/15/25
Inge Eppink	Ruby Drive	AVID Support Prep	\$55	3	03/13/25-04/12/25
Kimberly Esparza	Golden	After School Interv	\$55	10	02/18/25-03/14/25
Rubi Gil-Arevalo	Spec Ed	IEP Mtg	\$55	5	03/17/25-06/13/25
Natalie Hansen	Spec Ed	SLP Assessments	\$55	15	03/03/25-06/13/25
Stacy Hoffman	Wagner	Theater Production	\$55	60	02/24/25-05/10/25
Mark Honig	YLHS	Senior Awards Coord	\$55	20	02/13/25-05/12/25
Jennifer Jacobson	Fairmont	GATE Events	\$55	2	01/01/25-06/16/25
Gloria Johnson	Student Svs	McKinney V Tutor	\$55	10	03/24/25-06/12/25
Haley Johnson	Student Svs	PBIS Lead	\$55	10	03/28/25-06/12/25
Erin Koss	Van Buren	Math/ELA Interv	\$55	20	03/25/25-06/12/25
Claudia Lanzi	Spec Ed	Annual Assessments	\$55	2	03/10/25-06/13/25
Danielle Park	Student Svs	Home Hospital	\$55	60	03/24/25-06/12/25
Alexander Quan	OCSCS	After School Club	\$55	150	08/27/24-06/12/25
Joseph Quintero	Spec Ed	IEP Mtg and Training	\$28	10	04/07/25-06/13/25
James Rettela	Ed Svs	SST/504 Plan Coord	\$28	250	09/01/24-06/30/25
Dennis Riggs	Student Svs	Attendance Recovery	\$28	15	03/29/25-04/26/25
Diane Seitz	Wagner	After School Interv	\$55	20	03/17/25-04/10/25
Phil Seitz	OCSCS	After School Det	\$55	30	08/27/24-06/12/25
Sherri Simmons	Rio Vista	IEP Mtg	\$55	6	04/07/25-06/13/25
Barbara Slater	Spec Ed	APE Assess Support	\$28	30	03/10/25-06/13/25
Katie Smith	Travis Elem	Math/ELA Interv	\$28	60	03/17/25-06/12/25
Makenna Smith	Spec Ed	IEP/Stu Assessment	\$55	21	02/11/25-06/13/25
Leonard Takahashi	Valencia	Testing Support	\$28	54	03/13/25-06/13/25
Traci Tellers	Spec Ed	Multi-Disciplinary Rpts	\$55	4	03/10/25-06/13/25
Tammy Williams	Lakeview	Outdoor Ed	\$18	14	02/24/25-02/25/25
Daisy Zambrano	Valadez	Math Tutor	\$28	10	04/02/25-06/12/25

Educational Services, Administer and score the Performance Task for grades 3-5, \$55/Hr., NTE 2 Hrs., 01/15/25-06/12/25

Erin Kilbarger
Shellie Mac Murtrie
Katherine Visconti
Tammy Williams

Educational Services, Building Thinking Classroom Professional Development, \$55/Hr., NTE 2 Hrs., 04/24/25-05/12/25

Donna Bartelli
Chivy Chia
Heidi Krause
Hanh Nguyen

Jessica Rosete
Lina Thai

Educational Services, Career Connected School Training, \$55/Hr., NTE 6 Hrs., 03/01/25-06/30/25

Tessa Ashton
Norma Flores
Victoria Grosco
Donna Lopez
Jennifer Raya

Educational Services, Community Science Night and Curriculum Development, \$55/Hr., NTE 6 Hrs., 03/24/25-04/30/25

Rebecca Bonet
Isabel Castillo
Ann Chen
Alexis Chorn
Jeffrey Christiansen
Linda Crossno
Sadaf Esteaneh
Kalena Kwan
Jill Romero

Educational Services, ELD K-6 Professional Development, \$55/Hr., NTE 8 Hrs., 01/30/25-06/06/25

Christine Bonner
Jennifer Callahan
Jane Huff
Mariana Mondragon
Marisela Rojo
Ana Zamora-Lopez

Educational Services, Elementary Family Literacy Night, \$55/Hr., NTE 3 Hrs., 03/13/25-06/12/25

Heidi Gump-Woodward
Danielle Miller

Educational Services, Elementary Music Honor Group, \$55/Hr., 01/27/25-03/27/25

<u>Employee</u>	<u>NTE Hours</u>
Jocelyn Crecia	15
Rebecca Dominguez	9
Jeff Evans	6
Gary Hung	6
Raymond Llewellyn	4
Jon Mann	15
Rose Neumayr	10
David Saliby	2
Evan Stamp	8
Mary Towson	6

Educational Services, ELPAC Training, \$55/Hr., NTE 4 Hrs., 03/03/25-04/11/25

Stella Campos
Anne Marie Plascencia

Educational Services, Elementary Family Literacy Nights, \$55/Hr., NTE 3 Hrs., 01/01/25-06/12/25

Kimberly Castillo

Madeleine Kiblinger
Carrie Pipkin

Educational Services, HS Math Adoption Steering Committee, \$55/Hr., NTE 10 Hrs., 04/09/25-06/12/25

Tanya Borg
Jaclyn Chavez
Laura Crays
Olivia Goldberg
Heidi Krause
Jacob Loeffler
Laura Massaglia
Laura Simmons
Lauren Stouffer

Educational Services, Maturity Screening for Kindergarten, \$55/Hr., NTE 5 Hrs., 04/01/25-06/30/25

Joan Angeles
Kimberly Griffin
Emily (Chienwen) Liu
Veronica Pena

Educational Services, MS Math Adoption Steering Committee, \$55/Hr., NTE 10 Hrs., 04/09/25-06/12/25

Karen Cabral
Veronica Chavez-Vergara
Phallin Chhe
Alexandria Choi
Nicole Davison
Ashlee Duncan
Kellie Erskine
Lindsey Lavin
Samson Pham
Eric Plunkett
Rebekah Smith

Educational Services, STEM Resource Training, \$55/Hr., NTE 1 Hr., 03/17/25-03/28/25

Donna Bartelli
Isaias Campuzano
Ethan Cure
Lori Frank
Heidi Krause
Kalena Kwan
John Lindell
Danielle Miller
Susan Sawyer
Lina Thai

Educational Services Athletics, MS Wrestling Referees, \$55/Hr., NTE 6 Hrs., 04/07/25-04/11/25

Brian Fortenbaugh
Matthew Mahoney

Golden, After School Intervention, \$55/Hr., NTE 20 Hrs., 03/17/25-04/10/25

Kandice Ames
Amanda Cerda
Cherise Garlinghouse

Laurie Hansen
Joleen Jones
Angela Pinson
Joy Rasic
Scott Villanueva

Golden, Delayed return from Outdoor Science Program, \$55/Hr., NTE 3 Hrs., 03/14/25

Gloria Johnson
Geri McBride
Brian Nguyen
Angela Pinson
Christine Pizzo Spina

Linda Vista, After School Tutoring, \$55/Hr., 03/17/25-06/12/25

<u>Employee</u>	<u>NTE Hours</u>
Barbara Barboza	25
Wendy Caldwell-Fong	15
Linda Mason	25

Melrose, After School Intervention, \$28/Hr., NTE 20 Hrs., 03/17/25-04/10/25

Alexis Burt
Yesenia Rangel

Morse, IEP Meetings, \$55/Hr., NTE 1 Hr., 04/01/25-06/12/25

Jon Gomez
Tami Tang

OCSCS, After School Innovation Lab Club, \$55/Hr., NTE 100 Hrs., 02/03/25-06/12/25

Christopher Parlapiano
Julie Masone

Special Education, Applied Studies Committee Work, \$55/Hr., NTE 5 Hrs., 03/10/25-06/13/25

Sarah Belsey
Kristina Dawdy

Special Education, Home Instruction, \$55/Hr., 03/12/25-06/13/25

<u>Employee</u>	<u>NTE Hours</u>
Amanda Margarit	64
Donna Simester	100

Special Education, IEP Meetings, \$55/Hr., NTE 2 Hrs., 03/17/25-06/13/25

Susan Martin
Marsha Pinson
Christie Shen
Marta Thomas

Special Education, Over Caseload, \$55/Hr., NTE 36 Hrs., 02/11/25-06/13/25

Amanda Acevedo
Veronica Chamu-Lemus

Special Education, Task Force Meetings, \$55/Hr., NTE 2 Hrs., 01/09/25-06/13/25

Sarah Belsey
Maria Corral

Tametha Fulcher-Ani
Rubi Gil-Arevalo
Amy Larsen

Special Education, Witness Prep, \$55/Hr., NTE 1 Hr., 04/10/25

Vannesa Diaz
Jorge Garcia
Amy Gonzalez
Maria Marquez
Carla Martin
Mariana Mondragon
Juliana Tabata

Student Services, Attendance Recovery, \$55/Hr., NTE 5 Hrs., 03/29/25-04/05/25

Allison Bhavsar
Joel Bradford
Stephanie Brock
Elizabeth Caglia
Sunshine Cavalluzzi
Chivy Chia
Roy Hull
Fred Jenkins
Vanessa Lara
Matthew Le Grand
Dale Mangum
Sergio Narez
Jason Parker
Amanda Peronto
Cozette Petitt
Jamie Rocha
Julia Skates
Kelly Smith
Heather Waugh
Michael Woodward
Judy Yen

Topaz, Family Literacy Night, \$55/Hr., NTE 2 Hrs., 03/27/25-04/30/25

Elvira Bermudez
Lizette Garcia
Michael Hedderig
Lisa MacDonald

Travis Ranch MS, Parent Orientation Night, \$55/Hr., NTE 2 Hrs., 04/03/25

Vanessa Amorin
Ann Chen
Kristen Erickson
David Gillette
Eric Plunkett

Valadez, Teacher Collaboration, Analyze Student Data and Assessments, \$55/Hr., NTE 8 Hrs.,
04/21/25-06/30/25

Jennifer Garcia
Susan Sawyer

Valencia, Science Olympiad Academic Coach, \$55/Hr., NTE 45 Hrs., 01/13/25-06/12/25

Douglas Lauder
Linda Leonard
Sergio Narez
Leslie Rose

Yorba Linda MS, Professional Learning Collaboration for AVID Instructional Practices, \$55/Hr., NTE 3 Hrs., 03/03/25-06/13/25

Matthew Homstad
Leanne Tangney

Stipends

<u>Employee</u>	<u>Site</u>	<u>Assignment</u>	<u>NTE Amount</u>	<u>Effective</u>
Alesa Kerr	Ruby Drive	Outdoor Science Prg	\$588	03/31/25-04/02/25
Kamelia Slankard	Spec Ed	Doctoral Stipend	\$1500/Annual	12/20/24

Educational Services, Access & Impact Summer Program, NTE \$5970, 05/01/25-07/31/25

Joshua Lay
Sandra Long-Gallegos

Educational Services, El Camino Credit Recover Summer Program, NTE \$5970, 05/01/25-07/31/25

Gina Aguilar
Erica Kadhon

Educational Services, ELD Summer Camp Principal, NTE \$5970, 05/01/25-07/31/25

<u>Employee</u>	<u>Site</u>
David Cammarato	Topaz
Trisha Gray	Glenview
Chris Losoya	Glenview
Eddie Tabata	Melrose
Will Truong	Melrose
Matt Vasquez	Topaz

Educational Services, Enrichment Summer Program Principal, NTE \$5970, 05/01/25-07/31/25

<u>Employee</u>	<u>Site</u>
Kathleen Escaleras-Nappi	Woodsboro
Kelly Farrell	Morse
Laura Fisher	Woodsboro
David Russell	Morse

OCSCS, Outdoor Science Program, NTE \$1176, 03/24/25-03/28/25

Isabel Castillo
Michael English
Loren Nandor

Special Education, ESY Principal, NTE \$5970, 05/01/25-07/31/25

<u>Employee</u>	<u>Site</u>
Rebecca Allan	George Key
Rebecca Allan	Venture
Christa Borgese	Tynes
Ashley Krause	Fairmont
Michelle Miller	Tynes

Anne San Roman

Fairmont

Topaz, Outdoor Science Program, NTE \$882, 03/22/5-03/25/25

Andrea Cronin

Rossana Hamilton

District Funded Co-Curricular Assignments

<u>Stipends</u>	<u>Site</u>	<u>Co-Curricular Assignment</u>	<u>NTE Amount</u>	<u>Effective</u>
Aaron Acton	Ed Svs Athl	MS Sports Track	\$2492	03/31/25-05/07/25
Erin Braun	Ed Svs Athl	MS Sports Track	\$2492	03/31/25-05/07/25
Noah Bulthuis	Ed Svs Athl	MS Sports Track	\$2492	03/31/25-05/07/25
Isaias Campuzano	Ed Svs Athl	MS Sports Track	\$2492	03/31/25-05/07/25
Kristine Cavallo	Ed Svs Athl	MS Sports Track	\$2492	03/31/25-05/07/25
Mary Chapluk	Ed Svs Athl	MS Sports Track	\$2492	03/31/25-05/07/25
Marisa Cruz	Ed Svs Athl	MS Sports Track	\$2492	03/31/25-05/07/25
Sevastian Duran	Ed Svs Athl	MS Sports Track	\$2492	03/31/25-05/07/25
David Gillette	Ed Svs Athl	MS Sports Track	\$2492	03/31/25-05/07/25
Michael Huicochea	Tuffree	Dance Advisor	\$2000	01/06/25-06/12/25
Matthew Homstad	Ed Svs Athl	MS Sports Track	\$2492	03/31/25-05/07/25
Timothy Huhn	Ed Svs Athl	MS Sports Track	\$2492	03/31/25-05/07/25
Todd Humphreys	OCSCS	Musical Theater	\$1323	02/03/25-06/12/25
Douglas Lauder	Valencia	Debate Adviser	\$2621	08/22/24-06/13/25
Matthew Legrand	Ed Svs Athl	MS Sports Track	\$2492	03/31/25-05/07/25
Carrie Lester	Ed Svs Athl	MS Sports Track	\$2492	03/31/25-05/07/25
Letti Long	Ed Svs Athl	MS Sports Track	\$2492	03/31/25-05/07/25
Jacquelyn Murphy	Ed Svs Athl	MS Sports Track	\$2492	03/31/25-05/07/25
Daniel Nemoseck	Ed Svs Athl	MS Sports Track	\$2492	03/31/25-05/07/25
Jason Parker	Valencia	Hd E-Sports CIF	\$229	03/20/25-04/03/25
Jason Parker	Valencia	Gaming & Application	\$2000	01/06/25-06/12/25
Tim Roach	Ed Svs Athl	MS Sports Track	\$2492	03/31/25-05/07/25
David Saliby	Tuffree	Drum Club Advisor	\$2000	01/06/25-06/12/25
Brian Shay	Ed Svs Athl	MS Sports Track	\$2492	03/31/25-05/07/25
Robert Seitz	OCSCS	Lower Brass Skills	\$2000	01/27/25-06/12/25
Robert Seitz	OCSCS	Orchestra/Choir	\$2000	01/27/25-06/12/25
Diane Torres	Ed Svs Athl	MS Sports Track	\$2492	03/31/25-05/07/25
Mark Ukes	OCSCS	Musical Theater	\$2000	02/03/25-06/12/25
Jennifer Villasenor	Ed Svs Athl	MS Sports Track	\$2492	03/31/25-05/07/25
Yao Wang	YLHS	Orchestra Performance	\$1000	03/31/25-06/12/25
Terrance Wroblewski	Ed Svs Athl	MS Sports Track	\$2492	03/31/25-05/07/25

Booster Funded Co-Curricular Assignments

Rodney Boaz	Valencia	Video Production	\$500	12/08/24-12/08/24
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