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Palermo, CA 95968-9700  
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Superintendent  
Gary Rogers

Board of Trustees  
Debbie Hoffman  
Cody Nissen  
Justin Younger  
Kimberly Tyler  
Mark McClarren

Helen Wilcox School  
5737 Autrey Lane  
Oroville, CA 95966  
(530) 533-7626  
Fax (530) 533-6949  
Heather Scott, Principal

Honcut School  
68 School Street  
Oroville, CA 95966  
(530) 742-5284  
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Heather Scott, Principal

Palermo Middle School  
7350 Bulldog Way  
Palermo, CA 95968  
(530) 533-4708  
Fax (530) 532-7801  
Kimberly Solano, Principal

Golden Hills School  
2400 Via Canela  
Oroville, CA 95966  
(530) 532-6000  
Fax (530) 534-7982  
Kristi Napoli, Principal

An Equal Opportunity Employer

## REGULAR BOARD MEETING AGENDA

**September 10, 2025**

**District Office Boardroom**

**7390 Bulldog Way, Palermo, CA 95968**

**5:00 pm**

[Note: The Board of Trustees may take action on any item posted on this Agenda. Members of the public may directly address the Board concerning any item on this Agenda prior to or during the Board consideration of that item, as determined by the Board President. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in these meetings, please contact the Superintendent's Office (530) 533-4842, ext. 7. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to these meetings. This Agenda and all supporting documents are available for public review at the District Office, 7390 Bulldog Way, Palermo, CA. Documents that have been distributed to the Board less than 72 hours before the meeting are available for public inspection at the District Office, 7390 Bulldog Way, Palermo, CA 95968.]

### INTRODUCTION

1. **Call to Order** (Time\_\_\_\_\_)

2. **Flag Salute**

3. **Roll Call**

4. **Approval of Agenda**

ACTION\_\_\_\_\_MOTION\_\_\_\_\_SECOND\_\_\_\_\_VOTE\_\_\_\_\_

5. **Audience with the Board**

#### **Non-Agenda Items:**

At this time, the Board President will invite anyone in the audience wishing to address the Board on a matter not listed on the agenda to stand, state your name for the record and make your presentation. Presentations may be limited to five (5) minutes. The Brown Act, however, does not allow the Governing Board to discuss or take action on any item that is not on the posted agenda. The item may, by Board direction, be placed on a later Board Meeting Agenda for discussion and/or action. The Board may direct the Superintendent to investigate the subject and present a follow-up report at a future Board Meeting.

6. **Audience with the Board**

#### **Agenda Items:**

This is the time the Board President will invite anyone in the audience wishing to address the Board on a matter that is on the agenda to state your name and the agenda item on which you wish to speak. When that item comes up on the agenda you will be asked to stand and repeat your name for the record, and make your presentation [five (5) minutes time limit per person]

7. Tell Me Something Good | Site & Student Recognition

**Golden Hills**

Staff have done an amazing job welcoming our new group of fourth graders and helping them settle into the Golden Hills culture. Meanwhile, our fifth-grade team is working hard on the detailed planning and organizing required for the upcoming Shady Creek trip. Our Benchmark implementation is going strong, and teachers are already noticing positive student engagement. Our daily reading intervention block is now up and running, designed from the careful review of schoolwide data from Acadience, i-Ready, and the Phonics Screening Inventory. This ensures that every student receives targeted support based on their literacy needs—every student is truly getting what they need. I want to emphasize how incredible our staff are—they continue to rise to every challenge, support students with care, and create a positive school environment. Their commitment and teamwork are deeply appreciated.

8. Consent Agenda

The consent agenda will be approved by a single motion and vote unless items are removed by a Board Member and placed on the regular agenda for discussion and action.

**Action Items**

- a. Minutes of August 27, 2025 Regular Board Meeting.
- b. Warrants of August 1, 2025 through August 31, 2025, 330530-332201, for the amount of \$978,015.34 Funds 01, 12, 13, 35, 40

**Reports**

- c. Events Calendar REFERENCE #1
- d. Staff Development Report | August 2025 REFERENCE #2
- e. New library books for Helen Wilcox School are presented for information and a 30-day review. REFERENCE #3

**CONSENT AGENDA APPROVAL**

ACTION\_\_\_\_\_MOTION\_\_\_\_\_SECOND\_\_\_\_\_VOTE\_\_\_\_\_

9. **ITEMS REMOVED FROM CONSENT AGENDA**

a. ACTION\_\_\_\_\_MOTION\_\_\_\_\_SECOND\_\_\_\_\_VOTE\_\_\_\_\_

b. ACTION\_\_\_\_\_MOTION\_\_\_\_\_SECOND\_\_\_\_\_VOTE\_\_\_\_\_+

10. **Staff Reports/Business Items**

- a. It is recommended the agreement between Palermo Union Elementary School District and Mid Pacific Engineering, Inc for in-plant truss fabrication special inspection services for the Helen Wilcox TK/K project, in the amount of \$3,417.00, be approved.

REFERENCE #4

ACTION\_\_\_\_\_MOTION\_\_\_\_\_SECOND\_\_\_\_\_VOTE\_\_\_\_\_

- b. It is recommended that the quote from Aeries Student Information System for Palermo School District student information system update be approved.

- 1) One-Time Costs- Implementation, Data Migration, Training and Configuration | Cost: \$86,700.00
- 2) Aeries SIS Annual Subscription | Cost: \$26,500.00

REFERENCE #5

ACTION\_\_\_\_\_MOTION\_\_\_\_\_SECOND\_\_\_\_\_VOTE\_\_\_\_\_

- c. It is recommended the Superior Region CATA Fall Meeting and Roadshow for one staff member and one student teacher in Reno, NV on October 12-13, 2025 at an estimated cost of \$850.00 be approved (Funding Source: AIG).

ACTION\_\_\_\_\_MOTION\_\_\_\_\_SECOND\_\_\_\_\_VOTE\_\_\_\_\_

- d. It is recommended that the Agreement between Palermo Union Elementary School District and the Butte County Office of Education (BCOE) for library media services for the 2025-26 school year, in accordance with Education Codes 18100 and 44868, be approved.

REFERENCE #6

ACTION\_\_\_\_\_MOTION\_\_\_\_\_SECOND\_\_\_\_\_VOTE\_\_\_\_\_

- e. It is recommended that the Master Contract between Palermo Union Elementary School District and Change Academy at Lake of the Ozarks (CALO) for a residential placement

facility providing special education and/or related services to students with exceptional needs, be approved.

REFERENCE #7

ACTION\_\_\_\_MOTION\_\_\_\_SECOND\_\_\_\_VOTE\_\_\_\_

- f. California School Employees Association, Bargaining Unit 336. Comments from CSEA, if any, to the Governing Board.
- g. Palermo Teachers Association, Bargaining Unit (PTA/CTA/NEA). Comments from PTA, if any, to the Governing Board.

## 11. Board Policies & Administrative Regulations

The following Board Policies and Administrative Regulations are presented to the Board for the second and final reading.

**Please Note:** All Board Policies and Administrative Regulations listed below are available for review at the District Office.

- a. It is recommended that Board Policy 7310 – Naming of Facility, be approved (second and final reading).

ACTION\_\_\_\_MOTION\_\_\_\_SECOND\_\_\_\_VOTE\_\_\_\_

## 12. Superintendent's Reports

## 13. Board Items

### **CLOSED SESSION** (Time\_\_\_\_)

- 1. Closed session for the purpose of discussing student matters/discipline, in accordance with Education Code Sections 48918 and 35146.
- 2. Closed session regarding matters of personnel/employment all in accordance with Government Code Section 54957.
- 3. Closed session regarding matters of negotiation with the Palermo Teachers Association (PTA/CTA/NEA) and Classified School Employees Association (CSEA), Bargaining Unit 336. In accordance with Government Code Section 54957.6, with designated representative Gary Rogers, Superintendent; and matters of negotiations with unrepresented groups, certificated management and classified management/confidential, in accordance with Government Code Section 54957.6, with designated representative Gary Rogers, Superintendent.

### **OPEN SESSION** (Time\_\_\_\_)

### **REPORTS ON ACTION(S) TAKEN IN CLOSED SESSION**

### **ACTION ITEMS**

14. **Personnel | Recommendation: Approval** (Pending successful completion of pre-employment requirements.)

**Certificated**

- a. Mikel Frye, Certificated Teacher, Palermo Middle School, request to changes Master's stipend to Doctorate stipend, effective August 4, 2025.
- b. Bradley Allen, Certificated Substitute, District Wide, add to certificated sub list, effective August 26, 2025.
- c. Mikaela Woodbury, Stipend – 6<sup>th</sup> Grade Volleyball, Palermo Middle School, request to be added to District stipend list, effective August 4, 2025.
- d. Emma Collins, Stipend – 5<sup>th</sup> Grade Volleyball, Golden Hills School, request to be added to District stipend list, effective August 4, 2025.
- e. Crystal Kehle, Certificated Substitute, District Wide, add to certificated sub list, effective September 9, 2025.

**Classified**

- f. Jessica Anthony, Substitute Instructional Aide, District Wide, add to classified sub list, effective September 11, 2025.
- g. Jessica Anthony, Instructional Aide, Golden Hills School, request to hire as an Instructional Aide effective September 11, 2025.
- h. Desirae Conn, Instructional Aide, Helen Wilcox School, request to hire as an Instructional Aide effective September 9, 2025.

**Child Development**

- i. Rosalba Juarez, Instructional Aide, Palermo Preschool, request to change from an Instructional Aide to an Early Child Development Instructional Aide effective September 4, 2025.

**Resignation/Retirement**

**ADJOURNMENT** (Time\_\_\_\_\_)

**Palermo Union Elementary School District**  
**Regular Board Meeting Minutes**  
**August 27, 2025**  
District Office Boardroom  
7390 Bulldog Way, Palermo, CA 95968

**INTRODUCTION**

1. President, Debbie Hoffman, called the meeting to order at 5: 00 PM, and welcomed those in attendance.
2. Board President Debbie Hoffman led those in attendance in the flag salute.
3. Members of the Governing Board in attendance were: Debbie Hoffman, Justin Younger, Mark McClarren, and Cody Nissen.

Others present were: Gary Rogers, Ruthie Anaya, Mike Tuft, Cameron Castillo, Joey McCoy and Jessica Coon.

4. A motion was made by Cody Nissen and seconded by Justin Younger, recommending the agenda be approved. Debbie Hoffman, Justin Younger, and Cody Nissen voted aye. Motion unanimously carried.

5. **Audience with the Board**

**Non-Agenda Items:**

Joey McCoy, teacher at Palermo Middle School, shared his experience with Palermo students at the Butte County Fair. He emphasized the challenges of raising and preparing an animal for competition, noting that our students not only participated but excelled. Mr. McCoy expressed pride in their dedication and effort. He encouraged the District to continue supporting the agriculture program, as it helps students build valuable lifelong skills.

Mike Tuft, Vice Principal at Helen Wilcox Elementary School, thanked the District for their support while he finished his administration credential. Mr. Tuft successfully completed the California Clear Administrative Services Credential program over the summer.

6. **Audience with the Board**

**Agenda Items:**

No one has business to bring before the Board.

**PUBLIC HEARING**

Superintendent Gary Rogers introduced the topic of the Public Hearing to those in attendance.

Board President Debbie Hoffman declared the Public Hearing open.

The public was invited to provide input and comments to the Governing Board, regarding the sufficiency of instructional materials in the District for the fiscal year 2025-2026, Grades K-8, including English Learners, for pupil textbooks and instructional materials consistent with the cycles and content of the curriculum frameworks pursuant to Education Code Section 60119 and 60422(b).

No one presented comments to the Board.

Board President Debbie Hoffman declared the Public Hearing closed.

## **7. Tell Me Something Good | Site & Student Recognition**

### **Helen Wilcox**

Helen Wilcox is off and running! We are starting 601 students strong, and more in the process of registering. The new staff and students are settling into their routines and excited for the new year. Our teachers are utilizing their ninety-minute Language Blocks, and we're all excited to see the results of such a purposefully focused time frame. United Building Contractors is moving forward with the Kindergarten classroom construction. We now have concrete, and our track is looking great with its new curve and fresh dirt. We are finding UBC easy to work with. We send a big thank you to the Summer Maintenance and Custodial staff (Alicia, Alex, Angelica, Clyde, Diego, Dustin, Gilberto, Imelda, Jim, Lupe, Norma, Steve & Teresa) for their hard work getting our site ready. They pulled together to get us clean and prepared - even with the construction dirt and dust! An extra Thank You to the Davis men, Alex, Dustin & Clyde, for their ingenuity and fortitude in getting the playgrounds and all student line up dots painted - even the students noticed the great work! Finally, we thank our office staff - Maria Romero, Maria Tello & Shannon Bean. We truly appreciate their herculean effort to answer parental questions, get codes, verify documents, organize everything, get our students registered, and deal with us. Without everyone working together we never would have made it - Thank you!

### **Palermo**

It's been a busy first couple of weeks at Palermo Middle! We are excited to welcome the newest Bulldogs, our 6th graders, and celebrate the new year for our 7th and 8th grade students. The first week six days of school focused on building relationships and creating a culture that supports our Bulldogs doing their best in and out of the classroom. If you were to walk into a classroom now you would see our students engaged and ready to learn. Actually, you don't even need to open a door! For example, a couple of our math and history teachers are utilizing all aspects of the campus to increase our student engagement and participation to increase understanding in concepts ranging from timelines to x and y axis! It's going to be a great year at Palermo Middle!

## **8. Consent Agenda**

9. A motion was made by Cody Nissen and seconded by Justin Younger, recommending the following Consent Agenda items be approved. Debbie Hoffman, Justin Younger, and Cody Nissen voted aye. Motion unanimously carried.

### **Action Items**

- a. Minutes of August 13, 2025 Regular Board Meeting.

### **Reports**

- a. Events Calendar
- b. Palermo Account Ledger | July1, 2025 – July 31, 2025
- c. New library books for Helen Wilcox School are presented for information and a 30-day review.

### **10. Items Removed from the Consent Agenda**

There were no items removed from the Consent Agenda.

### **11. Staff Reports/Business Items**

- a. A motion was made by Cody Nissen, seconded by Justin Younger, recommending that Board Resolution No. 25-11, which addresses the sufficiency of textbooks and instructional materials for Grades K-8, including English Learners, for the 2025-26 fiscal year, be approved. Debbie Hoffman, Justin Younger, and Cody Nissen voted aye. Motion unanimously carried.
- b. A motion was made by Cody Nissen, seconded by Justin Younger, recommending that the Memorandum of Understanding (MOU) between Palermo Union Elementary School District and the Butte County Office of Education (BCOE) establishing a formal working relationship as partners in the After School Education and Safety Program (ASES) for the 2025-26 school year, be approved. Debbie Hoffman, Justin Younger, and Cody Nissen voted aye. Motion unanimously carried.
- c. A motion was made by Cody Nissen, seconded by Justin Younger, recommending that the agreement between Palermo Union Elementary School District and Language World Services, Inc for interpreting and translation services, be approved. Debbie Hoffman, Justin Younger, and Cody Nissen voted aye. Motion unanimously carried.
- d. A motion was made by Cody Nissen, seconded by Justin Younger, recommending that the Memorandum of Understanding between Palermo Middle School and The



Choose Well Program, featuring Mister Brown as the speaker for the 2025/2026 school year, in the amount of \$11,000 for two school-day visits, be approved (Funding Source: Site Funding). Debbie Hoffman, Justin Younger, and Cody Nissen voted aye. Motion unanimously carried.

- e. A motion was made by Cody Nissen, seconded by Justin Younger, recommending that the Memorandum of Understanding (MOU) between the Palermo Union Elementary School District and The Transformative Reading Teacher Group, effective August 20, 2025 be approved. (Cost: \$119,000 Funding Source: Educator Effectiveness Grant). Debbie Hoffman, Justin Younger, and Cody Nissen voted aye. Motion unanimously carried.
- f. A motion was made by Cody Nissen, seconded by Justin Younger, recommending that the Agreement between Palermo Union Elementary School District and King Consulting be approved. (Cost Not to Exceed: \$6,150 Funding Source: Developer Fees). Debbie Hoffman, Justin Younger, and Cody Nissen voted aye. Motion unanimously carried.
- g. There were no comments from the California School Employees Association, Bargaining Unit 366.
- h. There were no comments from the Palermo Teachers Association Bargaining Unit (PTA/CTA/NEA).

## 12. **Board Policies & Administrative Regulations**

The following Board Policies and Administrative Regulations were presented to the Board for first reading.

**Please Note:** All Board Policies and Administrative Regulations listed below are available for review at the District Office.

- a. Board Policy 7310 – Naming of Facility

## 13. **Superintendent's Reports**

Superintendent Gary Rogers provided a brief recap of the first District Leadership meeting with staff representation from each site. The group had great discussions regarding some root causes of systems not being aligned as a District. Some causes identified included inconsistent implementation across sites, lack of strong relationships, and gaps in meeting basic needs. The District Leadership group's next goal is to build site level teams to address the root causes discussed.

All site admin participated in the Transformative Literacy Training with Theresa Owens. During the training they dove into the five levels of leadership and reflected on where they are at within the district. The next training session will focus on values and goals.

Superintendent Rogers was excited to report that Cameron Castillo, the District's new Maintenance and Operations Director, has officially started.

Construction of the new TK/Kindergarten building is well underway and moving along smoothly. They have begun framing with a few walls already put in place.

UBC is expected to start work on the Honcut well next week.

The Assistant Superintendent of Business Services, Ruthie Anaya, presented to the Board an opportunity for our preschool program to partner with the Church of the Nazarene. The District will move the Toddler Program from Honcut to the Church of the Nazarene which will hopefully address some staffing challenges and allow for additional availability in the preschool classroom in Honcut. Joey McCoy shared that the church is excited about this opportunity and looking forward to connecting to the community in a new capacity.

#### **14. Board Items**

None.

#### **CLOSED SESSION**

The Board recessed into Closed Session at 5:31 PM to discuss the following:

1. Closed session for the purpose of discussing student matters/discipline, all in accordance with Education Code Sections 48918 and 35146.
2. Closed session regarding matters of personnel/employment all in accordance with Government Code Section 54957.
3. Closed session regarding matters of negotiation with the Palermo Teachers Association (PTA/CTA/NEA) and Classified School Employees Association (CSEA), Bargaining Unit 336. In accordance with Government Code Section 54957.6, with designated representative Gary Rogers, Superintendent; and matters of negotiations with unrepresented groups, certificated management and classified management/confidential, in accordance with Government Code Section 54957.6, with designated representative Gary Rogers, Superintendent.

#### **OPEN SESSION**

The Board reconvened into Open Session at 5:54 PM

#### **REPORTS ON ACTION(S) TAKEN IN CLOSED SESSION**

None.

#### **ACTION ITEMS**

None.

15. **Personnel – Recommendation: Approval** (Pending successful completion of pre-employment requirements.)

A motion was made by Cody Nissen, seconded by Justin Younger, recommending the following personnel items be approved. Justin Younger, Kimberly Tyler, Cody Nissen, and Mark McClarren voted aye. Debbie Hoffman abstained from the vote. Motion unanimously carried.

### **Certificated**

- a. Shannon King, Certificated Teacher, Column I, Step 12, Golden Hills School, hire as a Certificated Teacher, effective August 4, 2025.
- b. Mikaela Woodbury, Certificated Teacher, Column I, Step 5, Palermo Middle School, correction to initial salary placement, effective August 4, 2025.
- c. Rebeka Heard, Certificated Substitute, District Wide, add to certificated sub list, effective August 21, 2025.
- d. Shamdai Foster, Certificated Substitute, District Wide, add to certificated sub list, effective August 20, 2025.
- e. Edgar Quezada, Stipend – Cross Country, Palermo Middle School, add to District stipend list, effective August 4, 2025.

### **Classified**

- a. Cameron Castillo, Director of Maintenance, Operations & Transportation, District Wide, hire as Director of Maintenance, Operations & Transportation effective August 25, 2025.
- b. Karadeniz Taylor, Substitute Instructional Aide, Helen Wilcox School, add to classified sub list, effective August 16, 2025.
- f. Cheyenne Rodriguez, Substitute Instructional Aide, District Wide, add to classified sub list, effective August 22, 2025.
- g. Dakota Jimenez, Instructional Aide, Helen Wilcox School, hire as an Instructional Aide effective August 7, 2025.
- h. Heather Peterson, Library Technician, Helen Wilcox School, increase contract hours from 6.0 hours per day to 6.5 hours per day, effective August 7, 2025.

### **Resignation/Retirement**

- i. Karadeniz Taylor, Instructional Aide, Helen Wilcox School, resignation effective August 16, 2025.
- j. Edgar Quezada, Stipend - Volleyball 6, Palermo Middle School, resignation effective August 4, 2025.

### **ADJOURNMENT**

President, Debbie Hoffman, declared the meeting adjourned at 5:54 PM

Respectfully submitted,

Gary Rogers,  
Secretary of the Governing Board

**Checks Dated 08/01/2025 through 08/31/2025**

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
3005-330530	08/05/2025	US BANK	01-4300	199.08	
			01-4700	358.44	
			01-5200	1,010.00	
			01-5852	385.00	
			01-5854	167.00	
			12-4300	449.97	
			12-5800	205.30	2,774.79
3005-330531	08/05/2025	AMAZON FULLFILLMENT SERVICES	01-4300	1,067.20	
			12-4300	914.10	
			12-4315	53.56	
			12-4333	173.51	2,208.37
3005-330532	08/05/2025	AT&T	01-5900		785.92
3005-330533	08/05/2025	CENTRAL RESTAURANT PRODUCTS	01-6500		25,544.20
3005-330534	08/05/2025	DAWSON OIL	01-4309		113.98
3005-330535	08/05/2025	FROG STREET PRESS	01-4100		1,899.00
3005-330536	08/05/2025	K-GAS	01-4300		38.97
3005-330537	08/05/2025	LAKESHORE LEARNING MATERIALS	12-4300		77.90
3005-330538	08/05/2025	MD INSPECTIONS	40-6290		480.00
3005-330539	08/05/2025	OFFICE DEPOT	01-4300		4,648.37
3005-330540	08/05/2025	RAPTOR FIRE PROTECTION RYAN KIRKPATRICK	01-4300		465.48
3005-330541	08/05/2025	MICHAEL BUTLER SIERRA WATER UTILITY	01-5503		262.05
3005-330542	08/05/2025	HD SUPPLY/HOME DEPOT PRO	01-4300		294.29
3005-330543	08/05/2025	Dudley, Donna E	01-5200		709.68
3005-330544	08/05/2025	Turner, Jamie M	01-4300		112.49
3005-330545	08/05/2025	Davis, Linda A	01-5200		851.65
3005-330546	08/05/2025	Talmadge, Maya M	01-4300		180.93
3005-330547	08/05/2025	Smith, Jonathan T	01-5200		55.86
3005-330548	08/05/2025	Adams, Gina C	01-4300		212.67
3005-330549	08/05/2025	Fox, Melanie R	01-4300		455.71
3005-330550	08/05/2025	Solano, Kimberly A	01-4300		55.66
3005-330551	08/05/2025	Wright, Jennifer L	01-4300		85.88
3005-330552	08/05/2025	Hogue, Rhiannon M	01-4700		15.00
3005-330553	08/05/2025	Coon, Jessica L	01-4300	33.72	
			01-5200	71.40	105.12
3005-330554	08/05/2025	Rogers, Gary	01-5200		268.80
3005-330555	08/05/2025	PACIFIC GAS AND ELECTRIC CO	01-5502		40,894.96
3005-330556	08/05/2025	SIERRA PLAY PARTNERS	12-9510		16,250.00
3005-330814	08/07/2025	Madison, Elizabeth M	01-5200		11.20
3005-330815	08/07/2025	CHRISTOPHER WOODWARD MECHANIC WORKS	01-4335		667.00
3005-330816	08/07/2025	UNITED BUILDING CONTRACTORS	35-6200		372,531.50
3005-330993	08/12/2025	AMAZON FULLFILLMENT SERVICES	01-4300	4,142.49	
			01-4333	338.12	4,480.61
3005-330994	08/12/2025	AT&T	01-5900		589.13

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

**Checks Dated 08/01/2025 through 08/31/2025**

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
3005-330995	08/12/2025	BENCHMARK EDUCATION COMPANY	01-4100		57,870.45
3005-330996	08/12/2025	BETTER DEAL EXCHANGE	01-4300		188.79
3005-330997	08/12/2025	BLUE OAK MOBILE LIVESCAN KATIE CARMICHAEL BUELL	01-5853		364.00
3005-330998	08/12/2025	CDW GOVERNMENT	01-4300		660.76
3005-330999	08/12/2025	COGENT SOLUTIONS & SUPPLIES	01-4300	79.65	
			13-4300	31.02	110.67
3005-331000	08/12/2025	COX GLASS COMPANY	01-4300		150.00
3005-331001	08/12/2025	FAIRBANKS PAVING	01-5600		7,990.00
3005-331002	08/12/2025	FOLLETT SCHOOL SOLUTIONS INC	01-5854		4,162.32
3005-331003	08/12/2025	GANDER PUBLISHING	01-4300		610.12
3005-331004	08/12/2025	HANCOCK AUTOMOTIVE JOHN HANCOCK	01-4335		750.00
3005-331005	08/12/2025	LAKESHORE LEARNING MATERIALS	01-4300		671.91
3005-331006	08/12/2025	MJB WELDING SUPPLY INC	01-4300		12.71
3005-331007	08/12/2025	ROCHESTER 100 INC	01-4300		741.25
3005-331008	08/12/2025	OFFICE DEPOT	01-4300		3,620.36
3005-331009	08/12/2025	OREILLY AUTOMOTIVE STORES INC	01-4300		148.29
3005-331010	08/12/2025	PACE ANALYTICAL	01-5503		327.40
3005-331011	08/12/2025	PITNEY BOWES PURCHASE POWER	01-5900		2,070.58
3005-331012	08/12/2025	PRO PACIFIC FRESH CHICO PRODUCE INC	13-4700		3,699.69
3005-331013	08/12/2025	SALSANA	12-5800		6,000.00
3005-331014	08/12/2025	SIMPLE SOLUTIONS LEARNING	01-4300	9,785.80	
			Unpaid Tax	745.80-	9,040.00
3005-331015	08/12/2025	HD SUPPLY/HOME DEPOT PRO	01-4300		316.16
3005-331016	08/12/2025	SYSO FOOD SVCS OF SACRAMENTO	01-4300	901.29	
			13-4300	835.93	
			13-4700	9,116.48	10,853.70
3005-331017	08/12/2025	T-MOBILE	01-5900		541.76
3005-331018	08/12/2025	TRACTOR SUPPLY CREDIT PLAN	01-4300		109.24
3005-331019	08/12/2025	ZONAR SYSTEMS	01-5800		7,191.10
3005-331020	08/12/2025	Borquez, Victor R	01-4300		168.49
3005-331021	08/12/2025	Pintner-Scott, Heather M	01-4300		55.93
3005-331022	08/12/2025	Ronan, Terra R	01-4300		752.74
3005-331023	08/12/2025	McCoy III, Alfred J	01-4300		93.48
3005-331024	08/12/2025	Tuft, Michael D	01-4333		176.66
3005-331025	08/12/2025	Brothers, Victoria L	01-4300		140.77
3005-331026	08/12/2025	Pierce, Korinne F	01-5854		319.00
3005-331027	08/12/2025	Smithey, William D	01-4300		70.20
3005-331028	08/12/2025	Solano, Kimberly A	01-4300		102.34
3005-331029	08/12/2025	Wood, Tami E	01-4300		146.79
3005-331030	08/12/2025	Greathouse, Kelsi L	01-4300		154.63
3005-331031	08/12/2025	Mann, Ayla G	01-4300		77.20
3005-331032	08/12/2025	Brenner, Sarah H	01-4300		179.39

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

**Checks Dated 08/01/2025 through 08/31/2025**

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
3005-331033	08/12/2025	Rubio, Brenda	01-4300		4.00
3005-331034	08/12/2025	Langone, Emilee B	01-4300		26.25
3005-331035	08/12/2025	Crabtree, Susan M	01-4300		419.70
3005-331036	08/12/2025	Santos, Kristyn N	01-4300		255.33
3005-331037	08/12/2025	Schmidt, Nicholle	01-4300		78.02
3005-331038	08/12/2025	Maynard, Aimee S	01-4300		221.35
3005-331461	08/19/2025	Tuato'o, Mary	01-5854		138.00
3005-331462	08/19/2025	Wright, Jennifer L	01-4300		202.62
3005-331463	08/19/2025	AMAZON FULLFILLMENT SERVICES	01-4300	4,897.07	
			12-4300	175.24	
			12-4333	42.81	5,115.12
3005-331464	08/19/2025	AMPLIFY EDUCATION	01-5200	8,950.00	
			01-5854	12,580.00	21,530.00
3005-331465	08/19/2025	BATTERIES PLUS	01-4300		113.26
3005-331466	08/19/2025	BETTER DEAL EXCHANGE	01-4300		41.82
3005-331467	08/19/2025	PAUL H BROOKES PUBLISHING	12-5800		499.90
3005-331468	08/19/2025	CALIFORNIA OCCUPATIONAL MEDICAL PROFESSIONALS	01-5851		320.00
3005-331469	08/19/2025	CDW GOVERNMENT	01-4300		179.82
3005-331470	08/19/2025	COGENT SOLUTIONS & SUPPLIES	01-4300		80.50
3005-331471	08/19/2025	CPM EDUCATIONAL PROGRAM	01-4100		4,325.00
3005-331472	08/19/2025	CSE/UNIVERSITY BOX OFFICE	01-5800		650.00
3005-331473	08/19/2025	CURRICULUM ASSOCIATES	01-5854		59,129.80
3005-331474	08/19/2025	DEPARTMENT OF SOCIAL SERVICES MS 9-3-67	12-5809		484.00
3005-331475	08/19/2025	PACE SUPPLY	12-4300		2,005.34
3005-331476	08/19/2025	MCGRAW HILL EDUCATION INC	01-4100	14,608.86	
			01-4300	57,224.84	
			01-5200	2,558.33	74,392.03
3005-331477	08/19/2025	NICHOLS MELBURG & ROSETTO	35-6210		5,746.25
3005-331478	08/19/2025	OFFICE DEPOT	01-4300	4,180.45	
			12-4300	404.15	4,584.60
3005-331479	08/19/2025	OREILLY AUTOMOTIVE STORES INC	01-4335		19.32
3005-331480	08/19/2025	PACE ENGINEERING	40-6210		16,321.30
3005-331481	08/19/2025	PARENTSQUARE	01-5854		6,624.00
3005-331482	08/19/2025	PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC	01-4300	153.57	
			01-5602	499.11	652.68
3005-331483	08/19/2025	PRO PACIFIC FRESH CHICO PRODUCE INC	13-4700		4,152.42
3005-331484	08/19/2025	PRODUCERS DAIRY FOODS	13-4700		1,770.85
3005-331485	08/19/2025	RECOLOGY BUTTE COLUSA COUNTIES	01-5504		1,025.04
3005-331486	08/19/2025	SCHOLASTIC TEACHER EDUCATION	01-5854		1,533.98
3005-331487	08/19/2025	SCHOOL SPECIALTY INC	01-4300		1,141.45
3005-331488	08/19/2025	HD SUPPLY/HOME DEPOT PRO	01-4300		1,817.96

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

**Checks Dated 08/01/2025 through 08/31/2025**

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
3005-331489	08/19/2025	SUTTER BUTTES COMMUNICATIONS	01-6400		12,295.48
3005-331490	08/19/2025	SYSCO FOOD SVCS OF SACRAMENTO	13-4700		4,568.09
3005-331491	08/19/2025	Napoli, Kristen L	01-5200		1,192.35
3005-331492	08/19/2025	Johnson, Anna M	01-4300		46.02
3005-331493	08/19/2025	Bidlack, Seth A	01-4300		441.19
3005-331494	08/19/2025	Brothers, Victoria L	01-4300		68.40
3005-331495	08/19/2025	Addams, Daylyn	01-4300		459.29
3005-331496	08/19/2025	Smithey, William D	01-4300		99.94
3005-331497	08/19/2025	Brenner, Sarah H	01-4300		24.57
3005-331498	08/19/2025	Crabtree, Susan M	01-4300		194.49
3005-331499	08/19/2025	Hudson, Janeene L	12-5800		900.00
3005-331500	08/19/2025	Davis, Maverick	01-4300		340.28
3005-331501	08/19/2025	DEPT OF GENERAL SERVICES	40-6220		2,016.35
3005-331502	08/19/2025	EAGLE ARCHITECTS	01-6210		1,510.00
3005-331679	08/21/2025	CARPETS GALORE	12-6500		13,941.00
3005-332154	08/26/2025	Cole, Carol J	01-5854		115.00
3005-332155	08/26/2025	Fairbanks, Rebecca A	01-4300		238.44
3005-332156	08/26/2025	Smith, Jonathan T	01-4300		233.77
3005-332157	08/26/2025	Gutierrez, Nancy A	01-4300		202.07
3005-332158	08/26/2025	Sharp, Christopher R	01-4300		124.48
3005-332159	08/26/2025	Mann, Ayla G	01-4300		62.24
3005-332160	08/26/2025	Gutierrez, Mikaela M	01-5854		379.00
3005-332161	08/26/2025	Benson, Austin G	01-4300		689.19
3005-332162	08/26/2025	FERGUSON	12-4300		1,040.57
3005-332163	08/26/2025	95 PERCENT HOLDCO LP	01-5854		255.00
3005-332164	08/26/2025	ACCULARM SECURITY SYSTEMS	01-5604	159.95	
			01-5800	9,715.00	9,874.95
3005-332165	08/26/2025	AMAZON FULLFILLMENT SERVICES	01-4300	3,376.11	
			01-4333	57.98	
			12-4300	835.77	4,269.86
3005-332166	08/26/2025	BETTER DEAL EXCHANGE	01-4300	107.20	
			12-4300	211.23	318.43
3005-332167	08/26/2025	CARPETS GALORE	01-6200	14,657.00	
			12-4300	1,182.00	15,839.00
3005-332168	08/26/2025	CHICO SPEECH LANGUAGE CENTER	01-5800		7,947.40
3005-332169	08/26/2025	COMMUNITY PLAYTHINGS	12-4300	987.24	
			12-4400	2,294.90	3,282.14
3005-332170	08/26/2025	DAWSON OIL	01-4309		1,830.11
3005-332171	08/26/2025	DEPARTMENT OF JUSTICE ACCOUNT OFFICE	01-5853		241.00
3005-332172	08/26/2025	E3 DIAGNOSTICS	01-5800		305.00
3005-332173	08/26/2025	ENTERPRISE ELEMENTRY SCHL DIST FOOD SERVICES	13-5300		200.00
3005-332174	08/26/2025	ESGI LLC	01-5854		2,590.00

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.



**Checks Dated 08/01/2025 through 08/31/2025**

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
3005-332175	08/26/2025	EWELL EDUCATION SERVICES	01-5200		170.00
3005-332176	08/26/2025	NATIONAL FFA ORG	01-4300	193.77	
			Unpaid Tax	14.77-	179.00
3005-332177	08/26/2025	GALLERY INTERIORS	12-4300		2,202.78
3005-332178	08/26/2025	GOLD STAR FOODS	13-4720		635.15
3005-332179	08/26/2025	GOPHER - NW 5634	01-4300		1,644.52
3005-332180	08/26/2025	HOBBS PEST SOLUTIONS INC	01-5505		389.00
3005-332181	08/26/2025	JIMMYS CUSTOM TROPHIES	01-4300		4,759.04
3005-332182	08/26/2025	MERIDIAN/JOSTENS	01-4300		2,895.69
3005-332183	08/26/2025	LAKESHORE LEARNING MATERIALS	12-4300		169.93
3005-332184	08/26/2025	LODI UNIFIED SCHOOL DIST SUPER CO-OP	13-5300		248.93
3005-332185	08/26/2025	MAR/CAL	01-4300	282.54	
			Unpaid Tax	2.61-	279.93
3005-332186	08/26/2025	NORTH STATE SCREENPRINTING	01-4300	748.77	
			Unpaid Tax	6.65	755.42
3005-332187	08/26/2025	NV5	35-6280		14,240.48
3005-332188	08/26/2025	OFFICE DEPOT	01-4300	3,979.21	
			12-4300	222.12	4,201.33
3005-332189	08/26/2025	OREILLY AUTOMOTIVE STORES INC	01-4335		363.54
3005-332190	08/26/2025	PACIFIC GAS AND ELECTRIC CO	01-5502		2,036.38
3005-332191	08/26/2025	PRO PACIFIC FRESH CHICO PRODUCE INC	13-4700		3,351.37
3005-332192	08/26/2025	PRODUCERS DAIRY FOODS	13-4700		2,453.13
3005-332193	08/26/2025	SHOES FOR CREWS	01-4300		805.95
3005-332194	08/26/2025	SNA DEPOSITORY	13-5300		158.00
3005-332195	08/26/2025	HD SUPPLY/HOME DEPOT PRO	01-4300	24.32	
			12-4300	177.49	201.81
3005-332196	08/26/2025	HD SUPPLIES	01-4300		741.60
3005-332197	08/26/2025	SYSKO FOOD SVCS OF SACRAMENTO	13-4300	1,187.50	
			13-4700	13,419.97	14,607.47
3005-332198	08/26/2025	WILSON LANGUAGE TRAINING CORP	01-4300	17,097.91	
			12-4300	141.92	
			Unpaid Tax	159.26-	17,080.57
3005-332199	08/26/2025	XTRAMATH	01-5854		500.00
3005-332200	08/26/2025	Hartman, Annemarie	01-4300		301.88
3005-332201	08/26/2025	Juarez, Anthony	01-5200		139.58
<b>Total Number of Checks</b>			<b>167</b>		<b>978,015.34</b>

**Fund Recap**

Fund	Description	Check Count	Expensed Amount
01	GeneralFund	138	469,723.99
12	ChildDevelopmentFund	22	52,042.73
13	CafeteriaSpecialRevenueFund	13	45,828.53
35	CountySchoolFacilitiesFund	3	392,518.23

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

**Checks Dated 08/01/2025 through 08/31/2025**

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
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**Fund Recap**

<u>Fund</u>	<u>Description</u>	<u>Check Count</u>	<u>Expensed Amount</u>
40	SpecResCapitalOutlayFund	3	18,817.65
	Total Number of Checks	<b>167</b>	978,931.13
	Less Unpaid Tax Liability		915.79-
	<b>Net (Check Amount)</b>		<b>978,015.34</b>

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

## EVENTS CALENDAR

### PALERMO UNION ELEMENTARY SCHOOL DISTRICT

Date	Event	Location	Time
September 10, 2025	Regular Board Meeting	District Boardroom	5:00 PM
September 19, 2025	Superintendent & Principals Award Ceremony	Golden Hills	9:00 AM
September 24, 2025	Regular Board Meeting	District Boardroom	5:00 PM
October 8, 2025	Regular Board Meeting	District Boardroom	5:00 PM
October 22, 2025	Regular Board Meeting	District Boardroom	5:00 PM
October 23, 2025	STEAM Night	Golden Hills	4:30-6:00 PM
November 12, 2025	Regular Board Meeting	District Boardroom	5:00 PM
December 12, 2025	1st Trimester Awards Ceremony	Palermo Middle School	9:00 AM
December 17, 2025	Annual Organizational Meeting	District Boardroom	5:00 PM

**STAFF DEVELOPMENT REPORT**  
**August 2025**

**All totals are approximates.**

**PBIS FTI 3.0**

Teer, Turner, Dolan, Ruff, Mattern, Diaz, Merlo, Tuft, Walker  
TBD 09/24/2025  
Funding: N/A

**\$0.00**

**CATA Section Meeting**

Maynard  
Colusa, Ca 09/10/25  
Funding: 7010

**\$170.00**

**Redesigning School Mental Health**

Carrillo-Rodriguez  
BCOE 09/11, 09/18, 09/22/25  
Funding: 3110

**\$25.20**

**RAISE - Raising Attendance Improving Student Engagement**

Johnson, Webb  
San Diego 10/15-10/16/25  
Funding: 6332

**\$1136.00**

**SSDA Business of Public Education Strategies for Success**

Anaya  
Tahoe 09/11-09/12/25  
Funding: 0550

**\$833.56**

August 8, 2025

Deborah Hoffman c/o  
Palermo Union School Board  
7390 Bulldog Way  
Palermo, CA 95968

Upon your review, I am requesting that these new titles be approved/added to the Helen Wilcox Library inventory.

***New Book Purchases***

The Day the Crayons Made Friends

Drew Daywalt



Milo and the Art of Patience (Milo's Adventures!)

Micha Lee West



Milo and Uncle Kitten: The Big Comeback (Milo's Adventures!) Micha Lee West



This Book Is Viral! (Finn the Frog Collection)

Ron Keres



The Three Billy Goats Gruff

Mac Barnett



Fluffy McWhiskers Crunchazaur Kaboom

Stephen W. Martin



The Wild Robot on the Island: Adaptation of The Wild Robot

Peter Brown



Vampire Jam Sandwich

Casey Lyall



This Book Is Dangerous! (A Narwhal and Jelly Picture Book #1)

Ben Clanton



Dragonboy (Dragonboy, 1)

Fabio Napoleoni



Dragonboy and the Wonderful Night (Dragonboy, 2)

Fabio Napoleoni



Dragonboy and the 100 Hearts (Dragonboy, 3)

Fabio Napoleoni



Gymnastics (Let's Play Sports!: Blastoff! Readers, Level 2)

Jill Sherman



Cheerleading (Let's Play Sports!: Blastoff! Readers, Level 2)

Jill Sherman



Volleyball (Let's Play Sports! Blastoff Readers. Level 2)

Jill Sherman



Football (Let's Play Sports!: Blastoff! Readers, Level 2)

Thomas Adamson



Lemurs (Blastoff! Readers: Animal Safari)

Kari Schuetz



The Donkey Egg

Janet Stevens



Please Don't Eat Me

Liz Climo



Books That Drive Kids CRAZY!: This Is a Ball

Beck Stanton



Books That Drive Kids CRAZY!: This Book Is Red

Beck Stanton



Books That Drive Kids CRAZY!: Did You Take the B from My \_ook?

Beck Stanton





Little Good Wolf

Susan Stevens Crummel



Don't Touch This Book!: An Interactive Funny Kids Book

Bill Cotter



Troll

Frances Stickley



Troubling Tonsils! (Jasper Rabbit's Creepy Tales!)

Aaron Reynolds



Unsettling Salad! (Jasper Rabbit's Creepy Tales!)

Aaron Reynolds



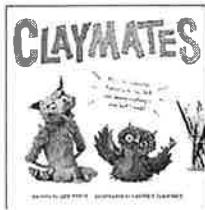
Wrong Time Rooster

Michael Parkin



Claymates (Claymates, 1)

Dev Petty



Don't Trust Fish



Neil Sharpson

Ramon Fellini the Dog Detective



Guilherme Karsten

I Do Not Eat Children



Marcus Cutler

The Crayon Stub



Marcus Cutler

E-I-UFO: Old MacDonald Had a Farm



Zach von Zonk

I Quit (Wild Princess Kitty Books)



Kristen Tracy

Buffalo Fluffalo and Puffalo (A Buffalo Fluffalo Story)

Bess Kalb



Bearsuit Turtle Makes a Friend: A Picture Book

Bob Shea



Uh-OH! My Dragon's Smelly

Katie Weaver



Dragons Can't Eat Snow Cones

Amanda Sobotka



Professor Nincompoop

Jimmy Vee



Mermaids Are the Worst! (The Worst! Series)

Alex Willan



Who Ate Steve?



Susannah Lloyd

Parfait, Not Parfait!



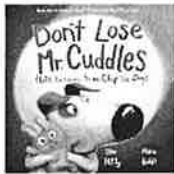
Scott Rothman

Monty and the Mushrooms



Dev Petty

Don't Lose Mr. Cuddles: Life Lessons from Chip the Dog



Dev Petty

Hedgehogs Don't Wear Underwear



Marissa Valdez

Will the Pigeon Graduate?



Mo Willems

Bob the Vampire Snail

Andrea Zuill



Please Don't Read This Book

Deanna Kizis



Thank you for taking the time to review these new materials for the Helen Wilcox Library.

Receptfully Submitted,  
Heather Peterson



*MID PACIFIC ENGINEERING, INC.*

REDDING  
530-246-9499  
WEST SACRAMENTO  
916-927-7000  
LODI  
209-625-4400

GEOTECHNICAL ENGINEERING | EARTHWORK TESTING | MATERIALS ENGINEERING AND TESTING | SPECIAL INSPECTIONS

August 29, 2025

DSA File No. 04-39

DSA App. No. 02-122825

Palermo Union Elementary School District  
Mr. Gary Rodgers-Superintendent  
7390 Bulldog Way  
Palermo, California 95968

*In-Plant Truss Fabrication Special Inspection Services Proposal*

**HELEN WILCOX ELEMENTARY SCHOOL**

5737 Autrey Lane  
Oroville, California 95966  
MPE Proposal No. 25-0725

As requested by Ms. Maria Campos of A-line Construction, we are pleased to submit this proposal to provide in-plant truss fabrication special inspection services for the Helen Wilcox Elementary School project located at 5737 Autrey Lane in Oroville, California. Our services would be performed as outlined on the Division of the State Architect (DSA) List of Required Structural Tests & Special Inspections (DSA-103). To assist in the preparation of this proposal we have reviewed the truss engineering package, the DSA 103, and discussed the project with Ms. Campos.

Based on our review of the project plans, the DSA 103, our conversations with Ms. Campos and our experience with similar projects, we estimate our fee to be **\$3,417** as outlined on the attached budget estimate. Please note that this estimate was prepared before a construction schedule was available. We would appreciate the opportunity to revise our estimate when these documents become available. Please be aware that the amount of time spent on this project by our representatives is dependent on the rate and quality of work performed by the various subcontractors, as well as the number of requested site visits. We understand that this project falls under the California Prevailing Wage laws and requirements, therefore, actual billing will be based on the work performed and determined using the attached 2025 Fee Schedule.

To assure that all parties fully understand the limitations of our role in your project, we emphasize that our representative would not act as supervisor of construction, nor would they direct construction operations. The various sub-contractors should be informed that neither the presence of our representative nor the testing by our firm shall excuse them for defects discovered in their work. Job and site safety of the contractor's personnel would be the sole responsibility of the contractor. Written reports of our findings and test results would be provided upon completion of each phase of work. Copies of daily field reports will be provided to the project superintendent upon request.

If this proposal and the attached *General Conditions for Construction Testing* along with our 2025 Fee Schedule are acceptable, please sign and date this letter in the space provided below and return one copy to our office as our formal authorization to proceed.

We look forward to working with you on this project. If you have any questions regarding this proposal or require additional information, please feel free to contact us.

Mid Pacific Engineering, Inc.



Brian Ely  
Construction Services Manager



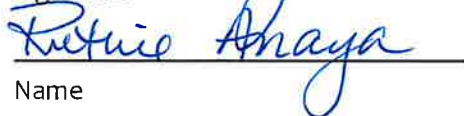
Troy Kamisky  
Senior Engineer  
RPE No. 68350

Attachments: Budget Estimate  
General Conditions for Construction Testing  
2025 Fee Schedule-Redding Office

I, the undersigned, agree to the terms and conditions as stated in the above proposal and the attached *General Conditions for Construction Testing Services*.



Signature



Name

Assistant Superintendent of Business Services

Title



Date



REDDING  
530-246-9499  
WEST SACRAMENTO  
916-927-7000  
LODI  
209-625-4400

GEOTECHNICAL ENGINEERING | EARTHWORK TESTING | MATERIALS ENGINEERING AND TESTING | SPECIAL INSPECTIONS

Project: Helen Wilcox Elementary School

Date: August 28, 2025

Client: Palermo Union Elementary School District

MPE Proposal #: 25-0725  
GER Date: N/A  
Civil Plan Date(s): N/A  
Structural Plan Date(s): N/A  
Schedule Y/N: N  
Schedule Date: N/A  
Fee Schedule: 2025 Redding Standard

CA Prevailing Wage Y/N: Y  
Davis-Bacon Prevailing Wage Y/N: N  
DSA File #: 04-39  
DSA Application #: 02-122825

Notes: \_\_\_\_\_

Structural Testing and Inspection	Tech	Days	Hours	Quantity	Rate	Unit	Total
In Plant Truss Inspection	1	2	8	16	\$ 165.00	hr.	\$ 2,640.00
						Estimate	\$ 2,640.00

Project Management	Quantity	Rate	Unit	Total
Project Setup	1	\$ 100.00	ea.	\$ 100.00
Managing Technicians	1	\$ 165.00	hr.	\$ 165.00
			Estimate	\$ 265.00

Final Project Documents	Quantity	Rate	Unit	Total
DSA Verified Reports				
Final Laboratory Verified Report	1	\$ 500.00	ea.	\$ 500.00
			Estimate	\$ 500.00

Vehicle Operation	Trips	Mileage	Quantity	Rate	Unit	Total
Mileage - Portal to Portal	2	6	12	\$ 0.97	mile	\$ 11.64
					Estimate	\$ 11.64

Project Summary						
Structural Testing and Inspection						\$ 2,640.00
Project Management						\$ 265.00
Final Project Documents						\$ 500.00
Vehicle Operation						\$ 11.64
Estimated Project Billing						\$ 3,416.64





REDDING  
530-246-9499  
WEST SACRAMENTO  
916-927-7000  
LODI  
209-625-4400

GEOTECHNICAL ENGINEERING | EARTHWORK TESTING | MATERIALS ENGINEERING AND TESTING | SPECIAL INSPECTIONS

## GENERAL CONDITIONS FOR CONSTRUCTION TESTING SERVICES

**WARRANTY OF AUTHORITY TO SIGN** - The person signing the attached contract, or accepting the attached proposal, warrants he has authority as, or on behalf of, the Client or Owner for whom or for whose benefit Mid Pacific Engineering, Inc. (hereinafter referred to as "Consultant") would render service. If such a person does not have such authority, he agrees that he is personally liable for all breaches of the Agreement and that in any action against him for breach of such warranty, a reasonable attorney's fee shall be included in any judgment rendered.

**LIMITATION OF LIABILITY** - The Client agrees to limit the Consultant's liability to the client and all construction contractors and subcontractors on the project arising from the Consultant's services pursuant to this agreement, such that the total aggregate liability of the Consultant to all those named shall not exceed \$50,000 or the Consultant's total fee for the services rendered on this project, whichever is greater. The Client further agrees to require of the contractor and his subcontractors an identical limitation of the Consultant's liability for damages suffered by the contractor or the subcontractor arising from the Consultant's professional acts, errors, or omissions. Neither the contractor nor any of his subcontractor's assume any liability for damages to others which may arise on account of the Consultant's professional acts, errors or omissions.

**STANDARD OF CARE** - Service performed by the Consultant under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, express or implied, is made.

**RESPONSIBILITY OF THE CONTRACTOR** - Services provided by the Consultant under this Agreement should not be taken as a guarantee of construction nor does it relieve the contractor of his responsibility to produce a completed project conforming to the project plans and/or specifications. In all cases the contractor is responsible for site safety and the repairs of defects regardless of when they are found.

**DISTRIBUTION OF REPORTS** - Unless specifically requested by the Client, all reports prepared by the Consultant will be sent only to the Client. If reports or other test data prepared by the Consultant is to be forwarded to any other party (including regulatory agencies), the Client must specifically request this service in writing to the Consultant prior to the start of work.

**INSURANCE** - The Consultant represents and warrants that it and its agents, staff and consultants employed by it are protected by Workers' Compensation insurance and that the Consultant has such coverage under public liability and property damage insurance policies which the Consultant deems to be adequate. Certificates for all such policies of insurance may be provided to the Client upon request in writing. Within the limits and conditions of such insurance, the Consultant agrees to indemnify and save the client harmless from and against any loss, damage of liability arising from any negligent acts by the Consultant, its agents, staff, and consultants employed by it. The Consultant shall not be responsible for any loss, damage, or liability beyond the amounts, limits, and conditions of such insurance. The Consultant shall not be responsible for any loss, damage, or liability arising from any acts by the Client, its agents, staff, and other consultants employed by it.

**SAMPLES** - The Consultant will dispose of all soil, rock, concrete, steel, masonry, or other construction-related samples upon completion of testing. Further storage or transfer of samples can be made at Client's expense upon written request.

**OWNERSHIP OF DOCUMENTS** - All reports, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the Consultant, as instruments of service, shall remain the property of the Consultant. Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose whatsoever.

**TERMINATION** - This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Consultant shall be paid for services performed to the termination notice date plus reasonable termination expenses.

**ASSIGNS** - Neither the Client nor the Consultant may delegate, assign, sublet or transfer his duties or interest in the Agreement without written consent of the other party.

**PAYMENT** - The Consultant will submit monthly invoices to the Client and a final bill upon completion of services. Unless specified otherwise in the Agreement, payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1-1/2%) per month, or the maximum rate allowed by law, on past due accounts.

If fees are not paid in full for the labor, services, equipment or materials furnished or to be furnished, a mechanic's lien may be placed against the property. Such action may lead to the loss of all or part of Client's property being so improved.

**MEDIATION** - All claims, disputes and other matters in question between the parties to this agreement, arising out of or relating to this agreement or the breach thereof, shall be submitted to non-binding mediation under the auspices of a mediation service experienced in the handling of construction disputes prior to initiation of any lawsuit or other litigation unless the parties mutually agree otherwise. The cost of said Mediation shall be split equally between the parties. This agreement to mediate shall be specifically enforceable under the prevailing law of the jurisdiction in which this agreement was signed.

**DISPUTES** - In the event that a dispute should arise relating to the performance of the services to be provided under this agreement or for nonpayment of fees, and should that dispute result in litigation, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred in the defense of the claim, including staff time, court costs, attorneys' fees, and other claim-related expenses.

6310 STATE HIGHWAY 273, ANDERSON, CALIFORNIA 96007  
840 EMBARCADERO DRIVE, SUITE 20, WEST SACRAMENTO, CALIFORNIA 95605  
8910 EAST VICTOR ROAD, LODI, CALIFORNIA 95240

MID PACIFIC ENGINEERING, INC.  
2025 Fee Schedule – Redding Office

LABOR		Rate per Hour
	Field Technician - Concrete sampling	\$130
	Field Technician - Soils, Asphalt, Anchors, Load testing, and Fireproofing	\$140
	Field Technician - Welding, Bolting, Reinforcing Steel, Post-tension, Masonry, Nailing, misc.	\$155
	Field Technician - NDT testing, GPR, DSA Masonry, DSA Shotcrete, DSA Truss	\$165
	Field Technician - Coring, Includes Coring Equipment + \$350 Bit Charge	\$140
	Managing Field Technician	\$165
	Laboratory Technician	\$110
	Laboratory Machining Time	\$150
	Administrative Assistant	\$100
	Draftsperson	\$120
	Staff Engineer/Geologist	\$165
	Project Engineer/Geologist	\$185
	Senior Engineer/Geologist	\$205
	Chief Engineer	\$220
	Overtime and Double Time (work beyond 8-hour days, weekends, and Holidays), including travel, will be billed at a rate of 1.5 and 2 times the hourly rate presented above, respectively. Scheduled night work will be billed at a rate of 1.25 times the hourly rate presented above. A night shift is a shift, which commences after 2:00pm and before 4:00am. A 2-hour minimum charge will apply on all projects. A 4-hour minimum charge will apply on Saturday and Sundays. An 8-hour minimum charge will apply on Holidays.	
LABORATORY TESTING		Rate per Test
Asphalt	Extracted Aggregate Grain Size Analysis	\$210
	LTMD	\$500
	Marshal Compacted Unit Weight	\$165
	Maximum Theoretical Density (Rice)	\$220
	Oil Content by Extraction	\$290
	Oil Content by Ignition	\$290
	Stabilometer Value (3 specimens)	\$440
	Unit Weight of Cores	\$60
Concrete	Compression Testing - Concrete 4x8 and hold	\$45
	Compression Testing - Concrete 6x12 and hold, Grout, Mortar or CLSM	\$60
	Compression Testing - Concrete Core Including Trimming	\$70
	Compression Testing - Shotcrete Core	\$80
	Flexural Strength – 6" x 6" concrete beam	\$165
	Length Change of Hardened Concrete - Shrinkage Measurement (set of 3)	\$500
	Splitting Tensile Test – 6" x 12" Cylinders	\$80
	Thermal Resistivity Testing	\$100
	Trial Batch – Compression Testing (set of 5)	\$1000
	Trial Batch – Compression Testing (set of 5) and Shrinkage Measurement (set of 3)	\$1450
Masonry	Compression Testing - Masonry Prism	\$240
	Compression Testing - Masonry Unit or Brick	\$80
	Masonry Absorption and Unit Weight (set of 3)	\$245
	Masonry Core Shear Test	\$125
	Masonry Unit Dimensions	\$100
Reinforcing and Structural Steel	Masonry Unit Linear Shrinkage, Absorption and Moisture (set of 3)	\$640
	Anchor Bolt Tensile Strength	\$110
	Prestressing Tendon Tensile Strength	\$180
	Rebar Tensile and Bend 1 - 7 bar	\$180
	Rebar Tensile and Bend 8 - 14 bar	\$240
	Rockwell Hardness	\$30
	Structural Bolt Tensile and Hardness per Assembly	\$450
	Structural Steel Tensile	\$115
	Welder Qualification Bend Test	\$55
	Welder Qualification Macro Etch Test	\$55
	Welder Qualification Tensile Test	\$110
	Fireproofing Unit Weight	\$80
	Hydraulic Ram Calibration	\$165
	Zinc Coating and Chemical Analysis	Quote

MID PACIFIC ENGINEERING, INC.  
2025 Fee Schedule – Redding Office

Soil and Aggregate

Absorption of Sand or Gravel	\$90
Aggregate Cleanness Value	\$175
Aggregate Crushed Particles	\$140
Aggregate Unit Weight	\$80
Atterberg Limits	\$220
California Compaction Impact Method 216	\$300
Compaction Curve	\$300
Compaction Curve Check Point	\$80
Consolidation Test	\$720
Corrosion Testing	\$200
Direct Shear Test	\$200
Durability	\$230
Expansion Index	\$230
Grain Size Analysis - Total Sieve (200, Fine and Coarse)	\$300
Grain Size Analysis - Fine or Coarse Sieve	\$145
Grain Size Analysis - Soils Finer than No. 200	\$135
Grain Size Analysis - Hydrometer	\$220
L.A. Abrasion (100 and 500 Rev)	\$230
Landscape Fertility Testing	\$130
Moisture Content	\$55
Organic Content of Soils by Combustion	\$110
Organic Impurities in Fine Aggregates	\$60
Permeability	\$480
Resistance Value - Untreated	\$420
Resistance Value - Treated with Lime or Cement	\$480
Sand Equivalent	\$200
Sodium or Magnesium Sulfate Soundness	\$180
Specific Gravity	\$165
Thermal Resistivity Testing – Remolded Sample	\$100
Thermal Resistivity Testing – Undisturbed Sample	\$80
Triaxial Shear – Undisturbed	\$480
Triaxial Shear – Remolded	\$580
Unconfined Compression Test	\$160
Unconfined Compression Test – Chemically Treated (set of 3)	\$520
Unit Weight and Moisture Content - Undisturbed Sample	\$60
Unit Weight and Moisture Content - Loose Sample	\$90
Earthwork Water Replacement Density Test	\$530
Please contact our office for laboratory testing not listed on this fee schedule	Quote

MISCELLANEOUS

Mileage – Billed Portal to Portal	\$0.97 /mile
Per Diem	\$210/day
Outside Services	Cost +20%
Project Setup	\$100
Final Report of Inspection	\$400
DSA Interim Report	\$500
DSA Final Report	\$800
Department of Industrial Relations Wage Reporting	\$180/month

770 The City Drive South  
Orange, CA 92868  
US

Quote Date: 8/1/2025  
Quote Number: Q-04452  
Expiration Date: 10/30/2025

Prepared by: Seldon Short  
Phone: 2147660658  
Email: [seldons@aeries.com](mailto:seldons@aeries.com)

Prepared for: Palermo Union  
Elementary  
Phone: (530) 532-6012  
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Terms: Net 30

Bill to: Palermo Union  
Elementary  
Attn: Jon Smith  
Address: 7390 Bulldog Way  
Palermo, CA 95968

One-Time Costs (Implementation,  
Data Migration, Training and  
Configuration)

Product Name	Qty	List Price	Start Date	End Date	Extended
Aeries SIS in the Cloud Configuration	1	\$1,000.00	8/1/2025	6/30/2026	\$1,000.00
Aeries Data Conversion Services	1	\$22,400.00	8/1/2025	6/30/2026	\$22,400.00
Aeries Implementation Services	1	\$12,800.00	8/1/2025	6/30/2026	\$12,800.00
Aeries Training Services	1	\$40,000.00	8/1/2025	6/30/2026	\$40,000.00
Aeries Project Management Services	1	\$8,000.00	8/1/2025	6/30/2026	\$8,000.00
Aeries Online Enrollment Configuration	1	\$1,000.00	8/1/2025	6/30/2026	\$1,000.00
Configuration of Aeries Communications	1	\$1,500.00	8/1/2025	6/30/2026	\$1,500.00
<b>One-Time Costs (Implementation, Data Migration, Training and Configuration) TOTAL:</b>					<b>\$86,700.00</b>

Annual Recurring Hosted Aeries  
Subscriptions

Product Name	Qty	List Price	Start Date	End Date	Extended
Aeries Student Information System in the Cloud	1,500	\$9.00	7/1/2026	6/30/2026	\$13,500.00

Product Name	Qty	List Price	Start Date	End Date	Extended
Aeries Database Maintenance, per additional year	1	\$250.00	7/1/2026	6/30/2026	\$250.00
Aeries Online Enrollment	1,500	\$2.00	7/1/2026	6/30/2026	\$3,000.00
Aeries Communications	1,500	\$6.50	7/1/2026	6/30/2026	\$9,750.00
<b>Annual Recurring Hosted Aeries Subscriptions TOTAL:</b>					<b>\$26,500.00</b>

**SUBTOTAL** \$113,200.00

**DISCOUNT** \$0.00

**GRAND TOTAL** \$113,200.00

**Order Acceptance Information:**

The communication services offered through ParentSquare are subject to the terms contained in this Purchase Agreement / Order Form and the ParentSquare School Agreement located collectively at:

<https://www.parentsquare.com/agreement/>,

<https://www.parentsquare.com/terms/>, and

<https://www.parentsquare.com/privacy/>.

These are incorporated by reference into this Purchase Agreement / Order Form ("ParentSquare School Agreement"), including any exceptions listed in the Exceptions section.

One-time services will be invoiced immediately. Subscription services will be invoiced on the start date listed above. For quoting and pricing purposes, Aeries uses the most recent available data provided by public agencies such as NCES/Data Quest to determine enrollment numbers for public school districts. Given year-to-year fluctuations in enrollment numbers, Aeries reserves the right to rely on these public data sets and reserves the right not to change quoted enrollment numbers unless Customer can provide evidence that the variance is greater than 5%. Prices shown above do not include any state or local taxes that may apply. Any such taxes are the responsibility of the customer and will appear on the final invoice. Customer is responsible for deducting and remitting any withholding taxes as required by local tax regulations and should provide a copy of the WHT certificate to Aeries within 3 days of receipt.

**Terms and Conditions:**

This Order Form shall become legally binding upon signing and returning it to Aeries by the Customer. Orders are non-cancelable before the Contract End Date. This Order Form is exclusively governed by the terms and policies stated below.

Aeries Master Services Agreement (MSA) found at: <https://www.aeries.com/master-services-agreement/>

Aeries Terms of Services found at: <https://www.aeries.com/terms-of-service/>

Aeries Privacy Policy found at: <https://www.aeries.com/privacy-policy/>

By signing this Agreement, I certify that I am authorized to sign on behalf of the Customer and agree to the Terms and Conditions of this Order Form and any documents incorporated herein.

To place your order, please sign and return to [sales@aeries.com](mailto:sales@aeries.com).

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Notes:



**Mary Sakuma**  
Superintendent  
msakuma@bcoe.org

## Student Programs and Educational Support

**Michelle Zevely**  
Deputy Superintendent  
mzevely@bcoe.org

**Karrie Coulter**  
Advisor LEA & School  
Support  
kcoulter@bcoe.org

**Teresa Campuzano**  
Librarian of Record  
tcampuzano@bcoe.org

**Melissa Dolan**  
Senior Admin. Assistant  
mdolan@bcoe.org

## Board of Education

Daniel Alexander  
Emily Holtom  
Mike Walsh  
Amy Christianson  
Julian Diaz  
Alastair Roughton  
Bill Fishkin

2491 Carmichael Dr. Suite 400  
Chico, CA 95928  
(530) 532-5663  
<http://www.bcoe.org>

An Equal Opportunity  
Employer

# 2025-2026 PUBLIC SCHOOLS AGREEMENT

## For Librarian of Record Services

### From the Butte County Office of Education

This Agreement is made and entered into by and between **Butte County Office of Education**, State of California, hereinafter called County Office, and **Palermo Union Elementary School District** hereinafter called District.

It is hereby mutually agreed by and between County Office and District that the County Office shall render to the District and District agrees to pay the County Office for the following library media services for the school year 2025-2026.

#### **The County Office will:**

Provide contracting schools with access to consultation services by a credentialed Teacher Librarian and Librarian of Record to satisfy California State Education Codes 18100 & 44868 that charge the district governing boards to provide students and teachers with credentialed library services. Librarian of Record consultation services include, but are not limited to: districts/school library program and policy development; school library management, library automation and technology support; collection development, including weeding and recommendation of library resources and school library staff development/ training

#### **CBEDS COUNT AND BILLING:**

#### **The school district will:**

Pay the County Office:

- ☐ A fee of \$1.00 per 2024-2025 CBEDS for Credentialed librarians service.

**2024-2025: \$1.00 x Number CBEDS = \$1,343.00**

*To make it convenient for your District, a S-Transfer will be executed on your behalf on May 2026. A courtesy reminder will be provided to your district before the transaction is submitted.*

#### **OR**

- ☐ Decline BOCE Library Service because District has made other arrangements to satisfy the California State Education Codes 18100 & 44868.

Those arrangements are: \_\_\_\_\_

#### **Palermo Union Elementary School District**

#### **Butte County Office of Education**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: Mary Sakuma

Title: \_\_\_\_\_

Title: Superintendent

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

*2025-2026*



## GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

Contract Year 2025-2026

Nonpublic Agency

*When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.*

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**2025-2026**

**CONTRACT NUMBER:**

**LOCAL EDUCATION AGENCY:**

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**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:**

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
**MASTER CONTRACT**

**GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract (or “Contract”) is entered into on September 15, 2025, between Palermo Union Elementary School District, hereinafter referred to as the local educational agency ("LEA"), a member of the Butte County SELPA and CALO Programs (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or “CONTRACTOR” for the purpose of providing special education and/or related services to 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 LEA to pay for special education and/or related services provided to any 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 Service Agreement (hereinafter referred to as “ISA”). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR’s obligation to provide all relevant services specified in the student’s Individualized Education Program (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of a student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for the development of the ISA and invoices.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student’s parent.

**2. CERTIFICATION AND LICENSES**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure 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. A current copy of CONTRACTOR’s NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract.

Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

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 and all staff persons providing services to pupils shall be certified and/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 this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE in writing 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 may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior 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 September 15, 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 re-negotiated prior to June 30, 2025 (Title 5 California Code of Regulations section 3062(d)). In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days (Education Code 56366(c)(1)). If, after 60 days the master contract or individual services agreement has not been finalized, as prescribed in paragraph (1) of subdivision (a), either party may appeal to the county superintendent of schools, if the county superintendent of schools is not participating in the local plan involved in the nonpublic, nonsectarian school or agency contract; or the Superintendent, if the county superintendent of schools is participating in the local plan involved in the contract, to negotiate the contract. Within 30 days of receipt

of this appeal, the county superintendent of schools or the Superintendent, or the individual designee, shall mediate the formulation of a contract, which shall be binding upon both parties (Education Code 56366 (c) (2)). 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.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

## **5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

This Master Contract includes each ISA and they are 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 information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current 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 District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to 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 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-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). 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 Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA

## **6. INDIVIDUAL SERVICE AGREEMENT ("ISA")**

This Agreement shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for 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 students.

Any and all changes to a 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 student's IEP or by written agreement between the parent and LEA. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a 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. CONTRACTOR shall provide any and all subsequent

compensatory service hours awarded to student as a result of lack of provision of services while student was served by the NPS/A.

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 or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between 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).

## **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 and its officers, agents, and employees.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.
- 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 related 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 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, 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 in 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. (Title 5 of the California Code of Regulations Section 3001 (r)).

- e. The term “license” means a valid non-expired 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 or refer to



themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. 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(l).

f. “Parent” means:

- i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
- ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,
- iii. 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,
- iv. a surrogate parent,
- v. 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 Code of Federal Regulations 300.30(b)(1) or (2).
- vi. Parent does not include the state or any political subdivision of government or the NPS/A 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 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 “Contract” and is referred to as such in this document.

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

All notices provided for by this Contract shall be in writing. Notices shall be mailed, emailed, or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed or emailed to LEA shall be addressed to the person and address as indicated on the signature page of this Master Contract. 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; 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); incident reports; notification of injuries; 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, , including verification of behavior training consistent with 56366.1; 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 NPS/A certifications; by-laws, if applicable; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain 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 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, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the 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 the following access to student records, (a) the student's parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

#### **10. SEVERABILITY CLAUSE**

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 shall be severable and remain in effect.

#### **11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

#### **12. VENUE AND GOVERNING LAW**

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

**13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES**

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR 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.

**14. TERMINATION**

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting.

To terminate the contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

**15. INSURANCE**

CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain in full force and effect, during the term of this Contract, 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 or either party's use of the work or any component or part thereof:

**PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES**

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

- \$2,000,000 per occurrence
- \$ 500,000 fire damage
- \$ 5,000 medical expenses
- \$1,000,000 personal & adv. injury
- \$3,000,000 general aggregate
- \$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers'

Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.

- C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage**, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence  
\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, 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.
- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to 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.
- H. All Certificates of Insurance must 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.

## **PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")**

When CONTRACTOR is an NPS affiliated with a **residential treatment center (NPS/RTC)**, the following insurance policies are required:

- A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:

\$3,000,000 per occurrence  
\$6,000,000 in General Aggregate.

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change 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 indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers LEA employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA's indemnification obligations under this Master Contract.

## **17. INDEPENDENT CONTRACTOR**

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract 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 Contract 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, 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 holding.

## **18. SUBCONTRACTING**

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. 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, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any 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. The endorsements are to be on forms as required by the LEA. All 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/SELPA and the LEA Board of Education as additional insured.

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 must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 44 Clearance Requirements and Section 45 Staff Qualifications of this Master Contract.

## **19. CONFLICTS OF INTEREST**

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 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.

The LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a 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 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 student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid 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 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 not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, 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 gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

## **EDUCATIONAL PROGRAM**

### **21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)**

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide special education and/or related services (including transition services) to each student within the NPS/A consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the

cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

## **22. GENERAL PROGRAM OF INSTRUCTION**

All NPS/A 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...

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices 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, assistive 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 student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum 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 an LEA, that contracts with the NPS: (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.

When CONTRACTOR serves students in grades 9 through 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. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA 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 (LCI), 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. 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 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. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

## **23. INSTRUCTIONAL MINUTES**

When CONTRACTOR is a NPS, 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 students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and passing time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

## **24. CLASS SIZE**

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary, during the regular or extended school year to provide services to students with disabilities.

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the CDE Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure 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 NPA.

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 an NPS, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. 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 student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined 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 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 NPS 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 LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth, and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, 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 NPA 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 student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this contract, including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that all NPS/A shall utilize the LEA approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

Using forms developed by the CDE or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Code sections 48900 and 48915. 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.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

## **27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

CONTRACTOR and LEA shall follow all LEA 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.

CONTRACTOR and LEA shall ensure that LRE placement options are 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, 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 recommended activities to support the transition.

## **28. STATEWIDE ACHIEVEMENT TESTING**

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), 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"), the Alternative English Language Proficiency Assessments for California ("Alternative ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

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.

## **29. MANDATED ATTENDANCE AT LEA 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, data collection, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

## **30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS**

CONTRACTOR shall comply with the requirements of Education Code section 49005, et seq., 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the IEP team determines that a student's behavior impedes the individual learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained 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 the training and provide written verification of the training annually and upon request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions

may 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. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies require a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions 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 face of the individual;
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 individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma; restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities,
5. Prone restraint;
6. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
7. an intervention that precludes adequate supervision of the individual;
8. an intervention that deprives the individual of one or more of the individual's senses.

CONTRACTOR shall comply with Education Code sections 49005.8, 56521.1 and 56521.2. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places the individual's body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back
6. Use prone containment.
7. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

### **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. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. 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.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the 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 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 (10<sup>th</sup>) day of suspension

### **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 NPS; 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)) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document 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 student shall be allowed to provide confidential input to any representative of the individual IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings

regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the 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 parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. 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.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

Changes in any 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 consideration of 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 an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

### **33. SURROGATE PARENTS AND FOSTER YOUTH**

CONTRACTOR shall recognize an LEA appointed surrogate parent assignments for students without parental representation, including unaccompanied homeless youths, in special education procedures pursuant to California Government Code Section 7579.5. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

### **34. DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of 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/Individual and Family Service Plan ("IFSP").

### **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 students with

appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) 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 LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

### **36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

Unless 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) quarterly.

The 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 intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR 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 evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the 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.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation 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 NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 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 student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. 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. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS**

When CONTRACTOR is a NPS, CONTRACTOR is responsible for assigning grades for any course of instruction taught at the NPS. The grades determined by the pupil's teacher, in the absence of

clerical or mechanical mistake, fraud, bad faith, or incompetency, shall be final and consistent with the provisions specified in EC Section 49066. The grades each pupil receives in all courses of instruction taught by the NPS shall be reported to the parents and the LEA on a quarterly basis. Consistent with the LEA, should it become evident to the NPS the pupil is in danger of failing a course, the CONTRACTOR must initiate a parent conference, and the LEA representative must be in attendance.

When CONTRACTOR serves 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. CONTRACTOR shall not recommend awarding a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

Pupils enrolled in high school during the 2020-2021 academic year may request a Pass or No Pass grade as permitted in EC Section 49066.5, which may be reflected on the student's transcript and shall not negatively affect the pupil's grade point average.

CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

#### INDIVIDUAL TRANSITION PLANNING – AB 438, Approved on September 28, 2024

Effective July 1, 2025, if determined appropriate by the pupil's IEP team, beginning when the pupil starts their high school experience and not later than when the pupil is 16 years of age or younger, as appropriate, and annually thereafter, a statement of needed transition services shall be included in the pupil's individualized education program. If the individualized education program team determines that the pupil would benefit from the postponement of the inclusion of appropriate measurable postsecondary goals and transition services until 16 years of age, rather than when the pupil begins their high school experience, the individualized education program team shall appropriately justify the basis for that postponement. (EC section 56043(h).)

### **38. STUDENT CHANGE OF RESIDENCE**

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

### **39. WITHDRAWAL OF STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and parent/guardian withdrawal of student against professional advice from a NPS/RTC.

### **40. PARENT ACCESS**



CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters, when applicable. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. When requested, CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure 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. 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 emergencies. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns, both verbal and written, reported to pupil's parents shall also be provided, in writing, to the LEA.

#### **41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS**

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), 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 NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a 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 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as 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. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

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 IDEA (20 U.S.C. Sec. 1400 et seq.) and shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type.

## **42. STATE MEAL MANDATE**

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; ; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

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.

## **43. MONITORING**

The State Superintendent of Public Instruction (“Superintendent”), through the delegated monitoring activities to the California Department of Education (CDE), 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 participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The LEA or SELPA shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

The LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS where the LEA has placed a pupil and entered into a master contract. The monitoring visit shall include, but is not limited to, a review of services specified on the ISA and provided to the pupil, a review of progress the pupil is making toward the goals set forth in the pupil's IEP, 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 CDE within 60 calendar days of the onsite visit.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR employees, and review each 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.

CONTRACTOR understands that 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 NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

## **PERSONNEL**

### **44. CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code sections 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 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 shall not come in contact with students, in-person or virtually, until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with 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, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

### **45. STAFF QUALIFICATIONS**

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered 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), 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.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is 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. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)). 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 or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) 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 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 to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

#### **46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. 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, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

#### **47. 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 NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless 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. 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 authorized LEA representative.

#### **48. 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 NPS/A 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.

For services provided on a public-school campus, sign in/out procedures shall be followed by NPS/A providers working in a public-school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public-school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during 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 adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

## **HEALTH AND SAFETY MANDATES**

### **49. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, local, and LEA 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.* and 49406, regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a 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.

### **50. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to 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 NPS, 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 as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

### **51. ADMINISTRATION OF MEDICATION**

CONTRACTOR shall comply with the requirements of California Education Code section 49422 *et seq.* when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provide 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 student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the 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 storing medications in a secure location and ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

### **52. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

**53. 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. and Education Code 44691. 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.

**54. SEXUAL HARASSMENT**

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 pursuant to Government Code 12950.1.

**55. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures 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**

**56. 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 students 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 Procedures, 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 student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., 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 LEA during the effective period of this 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 LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. 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 IEP 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 NPS/NPA 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 contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and 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 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 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 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 (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing 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.

## **57. RIGHT TO WITHHOLD PAYMENT**

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this 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 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 students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within 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 student. It is understood



that no payments shall be made for any invoices that are not received by six (6) 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 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 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 student.

If 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 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 LEA's withholding payment or 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, 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 LEA specifying the reason it believes payment should not be withheld. 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 LEA believes payment should not be made. If 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: The LEA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

## **58. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify 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 students. Upon request, CONTRACTOR shall provide to 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 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.

## **59. 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 LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. 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 7 of this agreement and as determined by LEA) substitute. 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 student's IEP.

### **NONPUBLIC SCHOOL STUDENT ABSENCE**

If CONTRACTOR is a nonpublic school, no later than the tenth (10<sup>th</sup>) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. 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. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

### **NONPUBLIC AGENCY STAFF ABSENCE**

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. 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 LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

### **NONPUBLIC AGENCY STUDENT ABSENCE**

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5<sup>th</sup>) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

## **60. 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 LEAs in accordance with Education Code sections 41422 and 46392:

- a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- 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 his/her regular attendance, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c. LEA and NPS School Closure- 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 IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. 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 with CONTRACTOR due to CONTRACTOR'S school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

## **61. 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 access to LEA to all records including, but not limited to: student pupils as defined by California Education Code section 49061(b); registers and roll books 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, , 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 NPS/A 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 LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. 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 LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes 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, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a 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 LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

## **62. RATE SCHEDULE**

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and 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 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 in California Education Code Section 46200-46208.

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.

## **63. DEBARMENT CERTIFICATION**

By signing this agreement, the CONTRACTOR certifies that:

- (a) The 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) 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 Contract by and through their duly authorized agents or representatives. This contract is effective on the 1<sup>st</sup> day of July, 2025 and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided herein.

**CONTRACTOR**

**LEA**

CALO Programs  
Nonpublic School/Agency

Palermo Union Elementary School District  
LEA Name

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name and Title of Authorized Representative

Gary Rogers – Superintendent  
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

<b>Name and Title</b> Abby Mayer Contract Relations Administrator	<b>Name and Title</b> Elizabeth Madison – Director of Special Education Services
<b>Nonpublic School/Agency/Related Service Provider</b>  <b>CALO Programs</b>	<b>LEA</b> Palermo Union Elementary School District
<b>Address</b> 130 Calo Lane	<b>Address</b> 7390 Bulldog Way
<b>City</b> <b>State</b> <b>Zip</b> Lake Ozark                      MO                      65049	<b>City</b> <b>State</b> <b>Zip</b> Palermo                      CA                      95968
<b>Phone</b> <b>Fax</b> 573-745-5253	<b>Phone</b> <b>Fax</b> 530-552-1624                      530-532-1047
<b>Email</b> abby@caloprograms.com	<b>Email</b> emadison@palermok8.org

Additional LEA Notification  
(Required if completed)

\_\_\_\_\_  
**Name and Title**  
Patience Hervey

\_\_\_\_\_  
**Address**  
1870 Bird Street

\_\_\_\_\_  
**City**                      **State**                      **Zip**  
Oroville                      CA                      95965

\_\_\_\_\_  
**Phone**                      **Fax**  
530-592-7937                      530-532-5920

\_\_\_\_\_  
**Email**  
phervey@bcoe.org

## EXHIBIT A: 2025-2026 RATES

### 4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: CALO Programs

The CONTRACTOR CDS NUMBER: 77-76422-0129486

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: 1:10

Maximum Contract Amount: \$247,095.56

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

- 1) Daily Basic Education Rate: \$225.00
- 2) Inclusive Education Program  
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE:
- 3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	<u>                    </u>	<u>                    </u>
<u>Language and Speech (415)</u>	<u>100</u>	<u>Hour</u>
<u>Adapted Physical Education (425)</u>	<u>                    </u>	<u>                    </u>
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	<u>                    </u>	<u>                    </u>
<u>Health and Nursing: Other Services (436)</u>	<u>                    </u>	<u>                    </u>
<u>Assistive Technology Services (445)</u>	<u>                    </u>	<u>                    </u>
<u>Occupational Therapy (450)</u>	<u>                    </u>	<u>                    </u>
<u>Physical Therapy (460)</u>	<u>                    </u>	<u>                    </u>
<u>Individual Counseling (510)</u>	<u>Included in Residential Tx Services</u>	<u>                    </u>
<u>Counseling and Guidance (515)</u>	<u>Included in Residential Tx Services</u>	<u>                    </u>
<u>Parent Counseling (520)</u>	<u>Included in Residential Tx Services</u>	<u>                    </u>
<u>Social Work Services (525)</u>	<u>                    </u>	<u>                    </u>
<u>Psychological Services (530)</u>	<u>                    </u>	<u>                    </u>
<u>Behavior Intervention Services (535)</u>	<u>                    </u>	<u>                    </u>
<u>Specialized Services for Low Incidence Disabilities (610)</u>	<u>                    </u>	<u>                    </u>
<u>Specialized Deaf and Hard of Hearing (710)</u>	<u>                    </u>	<u>                    </u>

<u>Interpreter Services (715)</u>		
<u>Audiological Services (720)</u>		
<u>Specialized Vision Services (725)</u>		
<u>Orientation and Mobility (730)</u>		
<u>Specialized Orthopedic Services (740)</u>		
<u>Reader Services (745)</u>		
<u>Transcription Services (755)</u>		
<u>Recreation Services, Including Therapeutic (760)</u>		
<u>College Awareness (820)</u>		
<u>Work Experience Education (850)</u>		
<u>Job Coaching (855)</u>		
<u>Mentoring (860)</u>		
<u>Travel Training (870)</u>		
<u>Other Transition Services (890)</u>		
<u>Other (900)</u>		
<u>Other (900)</u>		