



OPTIONS FOR YOUTH-SAN GABRIEL, INC.
A California Nonprofit Public Benefit Corporation

**BOARD OF DIRECTORS
REGULAR MEETING**

AGENDA

**November 20, 2025
10:30 A.M (PT)**

Zoom Meeting Dial-In: 1-669-900-6833
Zoom Meeting ID: 882 7240 4954

Meeting Location: 215 S. Mission Drive, San Gabriel, CA 91776

Teleconference Location: 16807 Falda Avenue, Torrance, CA 90504
10121 Pounds Avenue, Whittier, CA 90603
27056 Cherry Willow Drive, Santa Clarita, CA 91387

Board Members: Ms. Barbara Gondo, President and Board Member
Ms. Jane Gothold, Chairperson and Board Member
Ms. Lilit Varuzhanyan, Secretary, Treasurer, and Board Member

OPEN SESSION

1. Call to Order
2. Welcome and Roll Call
3. Public Comment

Members of the public may address the Board at regular meetings on agenda or non-agenda items that are within the subject matter jurisdiction of the Board, and at special meetings on agenda items only, by using the call-in information set forth above. Speakers may be called in the order that requests are received, or grouped by subject area. We ask that comments are limited to two (2) minutes with no more than 15 minutes per single topic so that as many people as possible may be heard. The total time for public comment may be limited at the discretion of the Board's presiding officer. By law, the Board is allowed to take action only on items on the agenda. The Board may, at its discretion, refer a matter to School staff or calendar the issue for future discussion.

4. Items for Information and/or Action

A. Consent Agenda

All items listed under Consent Agenda are considered by the Board to be routine and consistent with approved policies and practices of the Charter School. The Board will be asked to approve all of the Consent Agenda items by a single vote unless requested by a Board member to be discussed and considered for action separately.

A.1 Minutes of September 18, 2025

A.2 OFY-SG Consent Log Including Superintendent’s Time Off Requests, Credit Card Consent Log, and Additional Duties Timecards

A.3 OFY-SG Local Control and Accountability Plan (“LCAP”)/School Plan for Student Achievement (“SPSA”)/Comprehensive Support and Improvement (“CSI”) Progress Update

A.4 OFY-SG List of Vendors for Fiscal Year 2024-2025

A.5 OFY-SG General Liability Insurance Renewal

B. Information Item(s)

B.1 OFY-SG Charter Update

The Board will receive the OFY-SG Charter Update.

B.2 OFY-SG School Wellness Policy Progress to Goals Update

The Board will receive the OFY-SG School Wellness Policy Progress to Goals Update.

B.3 OFY-SG Priority 1 Local Indicator Update: 2023-2024 Teaching Assignment Monitoring Outcomes by Full-Time Equivalency

The Board will receive the OFY-SG Priority 1 Local Indicator Update: 2023-2024 Teaching Assignment Monitoring Outcomes by Full-Time Equivalency.

B.4 OFY-SG Educator Effectiveness Funds (“EEF”) Expenditure Report Update

The Board will receive the OFY-SG Educator Effectiveness Funds (“EEF”) Expenditure Report Update.

B.5 OFY-SG Financial Update

The Board will review the OFY-SG Financial Update.

B.6 OFY-SG Public Hearing on the OFY-SG College and Career Access Pathways (“CCAP”) Partnership Agreement between Pasadena Area Community College District and Options For Youth-San Gabriel, Inc.

The Board will review and hold a public hearing to solicit the recommendations and comments of members of the public regarding the specific goals, actions, and expenditures proposed to be included in the OFY-SG College and Career Access Pathways (“CCAP”) Partnership Agreement between Pasadena Area Community College District and Options For Youth-San Gabriel, Inc.

C. Action Item(s)

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| C.1 OFY-SG College and Career Access Pathways (“CCAP”) Partnership Agreement between Pasadena Area Community College District and Options For Youth-San Gabriel, Inc. | The Board will review and consider approval of the OFY-SG College and Career Access Pathways (“CCAP”) Partnership Agreement between Pasadena Area Community College District and Options For Youth-San Gabriel, Inc. |
| C.2 OFY-SG Unaudited Actuals Financial Report for Fiscal Year 2024-2025 | The Board will review and consider approval of the OFY-SG Unaudited Actuals Financials Report for Fiscal Year 2024-2025. |
| C.3 OFY-SG Memorandum of Understanding (“MOU”) between Los Angeles County Department of Family Services and Options For Youth-San Gabriel, Inc. | The Board will review and consider approval and/or ratification of the OFY-SG Memorandum of Understanding (“MOU”) between Los Angeles County Department of Family Services and Options For Youth-San Gabriel, Inc. |
| C.4 OFY-SG Master Contract for Nonpublic, Nonsectarian Agency Services between Partners in Special Education, Inc. and Options For Youth-San Gabriel, Inc. | The Board will review and consider approval and/or ratification of the OFY-SG Master Contract for Nonpublic, Nonsectarian Agency Services between Partners in Special Education, Inc. and Options For Youth-San Gabriel, Inc. |
| C.5 OFY-SG Special Education Support Services Agreement between Partners in Special Education, Inc. and Options For Youth-San Gabriel, Inc. | The Board will review and consider approval and/or ratification of the OFY-SG Special Education Support Services Agreement between Partners in Special Education, Inc. and Options For Youth-San Gabriel, Inc. |
| C.6 OFY-SG Conflict of Interest Code | The Board will review and consider approval of the OFY-SG Conflict of Interest Code. |

5. Adjournment

A request for disability-related modifications or accommodations in order to participate in the public meeting, including auxiliary aids or services, may be made to Susan Fischer, Corporate Compliance Specialist at (626) 214-8051 or susanfischer@hello9dot.com at least seventy-two (72) hours before the meeting.

A. Consent Agenda

A.1 Minutes of September 18, 2025

A.2 OFY-SG Consent Log Including Superintendent's Time Off Requests, Credit Card Consent Log, and Additional Duties Timecards

A.3 OFY-SG Local Control and Accountability Plan ("LCAP")/School Plan for Student Achievement ("SPSA")/Comprehensive Support and Improvement ("CSI") Progress Update

A.4 OFY-SG List of Vendors for Fiscal Year 2024-2025

A.5 OFY-SG General Liability Insurance Renewal

A.1 Minutes of September 18, 2025

MINUTES

OPTIONS FOR YOUTH-SAN GABRIEL, INC. *A California Nonprofit Public Benefit Corporation*

BOARD OF DIRECTORS REGULAR MEETING

September 18, 2025
10:30 A.M (PT)

Zoom Meeting Dial-In: 1-669-900-6833

Zoom Meeting ID: 834 2981 1979

Meeting Location: 215 S. Mission Drive, San Gabriel, CA 91776

Teleconference Location: 16807 Falda Avenue, Torrance, CA 90504
27056 Cherry Willow Drive, Santa Clarita, CA 91387

A regular meeting of the Board of Directors (“Board”) of Options For Youth-San Gabriel, Inc., a California nonprofit public benefit corporation (“OFY-SG” or the “School”), was held on September 18, 2025 at the meeting location and by teleconference according to the Agenda posted in accordance with the Ralph M. Brown Act and distributed to the Directors in compliance with the corporation’s Bylaws. Members of the public were provided the opportunity to observe the meeting and offer public comment using the dial-in information provided in the Agenda.

OPEN SESSION

1. Call to Order

The meeting was called to order at 10:31 A.M (PT) by Ms. Barbara Gondo, President of OFY-SG.

2. Welcome and Roll Call

The following Directors, constituting a quorum of the Board, were present at this meeting:

Ms. Barbara Gondo, President and Board Member

Ms. Lilit Varuzhanyan, Secretary, Treasurer, and Board Member

The following Directors were absent:

Ms. Jane Gothold, Chairperson and Board Member

The following individuals identified themselves as being present:

Ileana Kiriakos, Superintendent, OFY-SG

Maricela Frymark, Senior Director of School Policy and Compliance, OFY-SG

Megan Betry, Principal, OFY-SG

Jeff Moreno, Assistant Principal of Instructional Programs, OFY-SG

Jessica Cordova, Assistant Principal, OFY-SG

Cynthia Harsen, Chief Financial Officer, 9 Dot Education Solutions, LLC (“9 Dot”)

Alex Salazar, Divisional Controller, 9 Dot
Melissa Bauer, Senior Board Relations Manager, 9 Dot
Susan Fischer, Board Relations Specialist, 9 Dot
Jennifer Robitaille, Executive Director, Options For Youth-California, Inc. (“OFY-CA”)
Greg Bordo, Legal Counsel for OFY-SG, Blank Rome LLP
Merrick Wadsworth, Legal Counsel for OFY-SG, Procopio, Cory, Hargreaves & Savitch LLP

3. Public Comment

Ms. Gondo stated members of the public may address the Board at regular meetings on agenda or non-agenda items that are within the subject matter jurisdiction of the Board, and at special meetings on agenda items only, by using the call-in information set forth above. Speakers may be called in the order that requests are received, or grouped by subject area. Members of the public were asked to limit comments to two (2) minutes with no more than 15 minutes per single topic so that as many people as possible may be heard. By law, the Board is allowed to take action only on items on the agenda. The Board may, at its discretion, refer a matter to School staff or calendar the issue for future discussion.

There were no comments made by members of the public.

4. Items for Information and/or Action

A. Consent Agenda

All items listed under Consent Agenda are considered by the Board to be routine and consistent with approved policies and practices of the Charter School. The Board was asked to approve all of the Consent Agenda items by a single vote unless requested by a Board member to be discussed and considered for action separately.

A.1 Minutes of May 22, 2025

A.2 Minutes of June 27, 2025

The Board was provided in their meeting materials with the minutes of the May 22, 2025 and June 27, 2025 Board meetings for the Board’s review and approval.

A.3 OFY-SG Consent Log Including Superintendent’s Time Off Requests, Credit Card Consent Log, and Additional Duties Timecards

The Board was provided in their meeting materials with the OFY-SG Consent Log Including Superintendent’s Time Off Requests, Credit Card Consent Log, and Additional Duties Timecards for the Board’s review and consideration for approval and/or ratification.

A.4 OFY-SG Report of Charter Services Agreements for Fiscal Year 2024-2025

The Board was provided in their meeting materials with the OFY-SG Report of Charter Services Agreements for Fiscal Year 2024-2025. The Board was asked to review and consider approval of the OFY-SG Report of Charter Services Agreements for Fiscal Year 2024-2025. The Procedures subsection (in the Procurement Policy, within the Fiscal Policies and Procedures) outlined that the Board shall receive, on a regular basis, a report of the School’s service contracts approved pursuant to this section. This has been known as the Report of Charter Services Agreements. The report included all service providers and associated expenses within the outlined approval thresholds. The report was organized alphabetically by

service provider based on the Board's request. There was no fiscal impact. The proposed motion was to approve and ratify the OFY-SG Report of Charter Services Agreements for Fiscal Year 2024-2025.

A.6 OFY-SG Revised Transportation Policy and Transportation Safety Plan

The Board was provided in their meeting materials with the OFY-SG Revised Transportation Policy and Transportation Safety Plan. The Board was asked to review and consider approval of the OFY-SG Revised Transportation Policy and Transportation Safety Plan. Due to changes in the Education Code triggered by Senate Bill ("SB") 88, the School analyzed and revised the Transportation Safety Plan which addresses the requirements found in Education Code Sections 49496, 39875, 39878, 39880, and 39881. The additions to the revised Transportation Safety Plan were as follows: i) Added provisions outlining that contracted drivers complete a tuberculosis risk assessment within sixty (60) days of hire, and a medical exam if risk factors are found; ii) Added a section that pupil transportation safety requirements apply to most drivers employed by or contracted through the School; iii) Added safety, licensing, training, and health requirements for any driver transporting students in a vehicle, either with ten (10) or fewer occupants or ten (10) or more occupants; iv) Added a new section requiring Local Educational Agencies ("LEAs")/charter schools that contract with private entities for student transportation to obtain written attestation confirming the transportation contractor has no current legal violations, will comply with all applicable laws during the contract, will only use drivers who meet the safety and training standards outlined in Education Code Section 39877, will ensure vehicles used undergo regular safety inspection, and will ensure vehicles are equipped with a first aid kit and a fire extinguisher; v) Added a section that if the LEA entered into a transportation contract with a private company before January 1, 2024, the new transportation laws do not apply until that contract expires or is renewed; and, vi) Added definitions to "Local Education Agency" and "School-Related Pupil Transportation." For Fiscal Impact, there were no additional costs associated with implementation at this time; however, any unforeseen costs will be absorbed in the School's operating budget. The Superintendent recommended the approval of this item. The proposed motion was to approve the OFY-SG Revised Transportation Policy and Transportation Safety Plan, and grant the Superintendent or designee the authority to update, modify, or implement this policy in a manner to comply with applicable law.

A.6 OFY-SG Employee Handbook for Fiscal Year 2025-2026, California Addendum, and Mutual Agreement to Mediate/Arbitrate

The Board was provided in their meeting materials with the OFY-SG Employee Handbook for Fiscal Year 2025-2026, California Addendum, and Mutual Agreement to Mediate/Arbitrate. The Board was asked to review and consider approval of the OFY-SG Employee Handbook for Fiscal Year 2025-2026, California Addendum, and Mutual Agreement to Mediate/Arbitrate. The Human Resources policies of the School were outlined in this handbook. Additional policies applicable to California employees were contained in the California Addendum. The purpose of this handbook was to help staff remain current, aware of changes to existing policies, and to learn about new programs and policies. This handbook was compiled and distributed for use by the employees of the School. The Summary of Updates included the addition of the Title IX Policy and the Internet Reimbursement for EE's on LOA. The following policies were revised and updated: i) starting in the 2025-2026 school year employees on leave no longer receive the Language Interpreter Stipend during leave; ii) the following language was added to the Compensation Policy, "incentive payouts will now be prorated for those who take a leave during part of the earning period"; iii) removed California language from the handbook, separate addendums were created for each state, and wellness hours were moved into the addendum; iv) changed the language for "intersession" to "credit enrichment"; v) wellness hours can be used for jury duty or witness service under a new California law; vi) added "vendor" to the Nepotism Policy; and, iv) expanded on the Conflict Prevention and Response Policy. The Mutual Agreement to Mediate/Arbitrate was updated. There was no fiscal impact. The Superintendent recommended the approval of this item.

Ms. Varuzhanyan moved to approve the OFY-SG Consent Agenda. Ms. Gondo seconded. There was no further discussion from the Board. The motion passed unanimously by roll call vote.

B. Information Item(s)

B.1 OFY-SG Charter Update

Ms. Betry presented the OFY-SG Charter Update. For Month 1, the total enrollment for OFY-SG was ninety-one (91) students, and reached ninety-four (94) students in Month 2. Within the total enrollment of the School, there were twenty-one (21) Special Education (“SPED”) students, ten (10) English Learner (“EL”) students, and four (4) Foster/Homeless students. For Academics, the Independent Study teachers focused on teaching student responsibility and developing meaningful interpersonal connections. The School offered Small Group Instruction (“SGI”) classes in English, Math, and Science. In July, five (5) students completed and passed the Advanced Placement (“AP”) course in Spanish. The School continued to implement the Renaissance STAR (“RenStar”) assessments to monitor student progress and provide targeted support. For Trips, OFY-SG offered field trip opportunities to visit California State University (“CSU”) Channel Islands, the Aquarium of the Pacific, and the Museum of Tolerance. These trips helped to connect classroom learning with real world experiences. The School planned an experiential trip to Washington, D.C. in October where the students will earn credit while exploring the nation’s capital. For Student Engagement, OFY-SG’s Associated Student Body (“ASB”) launched initiatives around art service and school spirit, which includes the Art Full Wellness student group. This group meets monthly to participate in various art-related activities to help increase mindfulness and positive expression. The students also participated in two (2) art activities where they created posters with words of affirmation and painted rocks with words of hope. The School hosted its Fall Spirit Week in September with students and staff participated by dressing up based on different daily themes. In October, OFY-SG hosted a Candyland-themed dance. For Sports, nine (9) students signed up to participate in Cheer, Girls’ Volleyball, and Boys’ Basketball. Ms. Betry highlighted and thanked Assistant Principal, Ms. Cordova, and APIO, Jeff Moreno, for their work and attention on the instructional and operational logistics of OFY-SG. Ms. Betry asked the Board if there were any questions.

Ms. Gondo asked how this year’s enrollment compared to last year at this time. Ms. Betry indicated that the trend is currently down due to several students graduating in May and June, but the School is starting to see growth in Month 3.

B.2 OFY-SG Annual Charter Oversight and Performance Progress Report for Fiscal Year 2024-2025

Ms. Betry presented the OFY-SG Annual Charter Oversight and Performance Progress Report for Fiscal Year 2024-2025. The San Gabriel Unified School District partners with California Charter Authorizing Partners (“CCAP”) to provide oversight services for OFY-SG. The School was given the report for Fiscal Year 2024-2025. Ms. Betry shared some highlights from within this report. For Academic Growth, the EL student population’s performance increased by 5.1%, the School has strong student leadership and an active ASB, and reported progress toward Dashboard Alternative School Status (“DASS”) outcomes. For Fiscal Strength, OFY-SG had a \$3,000,000 ending fund balance and its cash on hand exceeded standards while maintaining strong fiscal controls and reporting. For Operations, all credentials, background checks, and compliance systems were in place. The School reported positive partnerships with San Gabriel Unified School District and the community. For Public Policy, the report stated that OFY-SG was innovative, provided educational choice, and contributed to improving public education for high-risk students. For Areas of Growth, the School needs to address chronic absenteeism and graduation rates, strengthen fiscal submissions, ADA reporting, and governance compliance. OFY-SG’s overall status showed progression on the DASS track and reported it was on track for renewal with targeted improvements needed. The next

steps for the School included that, by October 31, 2025, the School Leadership team shall provide a written update on corrections for required actions in the areas of the education program, fiscal, governance, and operations. There was no fiscal impact. Ms. Betry asked the Board if there were any questions, to which there were none.

B.3 OFY-SG Financial Update

Mr. Salazar presented the OFY-SG Financial Update. The financial update was based on the June 2025 close and includes the Senate Bill 740 (“SB740”) report, the Detailed Income Statement, the Variance Analysis Report, the Balance Sheet, and the Cash Flow Forecast. On the SB740 report, the Second Principal Apportionment (“P2”) Average Daily Attendance rate (“ADA”) was 490.22. Based upon that ADA, the total revenue was \$8,137,371. Certificated Salaries and Benefits were \$3,754,198, or 46.14% of revenue. Instruction and Related Services, including Certificated Salaries and Benefits were \$6,684,100, or 82.14% of revenue. For the non-instructional expenses, Operations and Facilities was \$430,104 and Administration and Other Activities was \$557,365. The excess revenue, before the spending benchmarks were considered, was \$465,803 or 5.72% excess revenue percentage on the year. The School exceeded its spending benchmark for Certificated Salaries and Benefits by \$478,906. The School exceeded its total Instructional spending benchmark by \$285,765. The excess revenue remained at \$465,803 or 5.72% excess revenue percentage on the year. Mr. Salazar asked the Board if there were any questions, to which there were none.

Mr. Salazar reviewed the income statement, which is a line by line, month by month report of details which included the School’s actuals from July through June, rolled up into the SB740 report. Mr. Salazar noted that total revenue was the same at \$8,137,371, total payroll, including certificated non-certificated, and benefits, was at \$3,912,781 or 48.08% of revenue, and total expenses were \$7,671,568. Mr. Salazar reviewed the variance analysis report and indicated that the threshold of 1% of Year-to-Date expenses was \$76,716. He explained that 1% will be taken out of the year-to-date expenses as a threshold, and any variance that is favorable or unfavorable will be highlighted and explained. For Consulting, the Career and Technical Education (“CTE”) and Grant Services line item came in over budget due to the actual cost of classes being higher for this year. For Educational Services, the Curriculum Development line item came in over budget due to the buildout of the American Sign Language course. Mr. Salazar also reviewed the balance sheet. As of June 30, 2025, total assets were \$7,612,279; total liabilities were \$4,727,567; and total net assets were \$2,884,712. Mr. Salazar proceeded to review the cash forecast. As of June 30, 2025, OFY-SG had \$2,137,526 cash in bank. Based on current projections, the School was projected to have \$1,180,756 cash in bank as of June 30, 2026. Mr. Salazar noted the Restricted Funds Summary was on the cash forecast, and the School was in line to exhaust those funds accordingly. Mr. Salazar asked the Board if there were any questions, to which there were none.

C. Action Item(s)

C.1 OFY-SG Resolution 2526-01 Approval of the Spending of Funds Received from the Education Protection Account (“EPA”) for Fiscal Year 2024-2025 (Res. 2526-01)

Mr. Salazar presented the OFY-SG Resolution 2526-01 Approval of the Spending of Funds Received from the Education Protection Account (“EPA”) for Fiscal Year 2024-2025 (Res. 2526-01). The Board was asked to review and consider approval of the OFY-SG Resolution 2526-01 Approval of the Spending of Funds Received from the Education Protection Account (“EPA”) for Fiscal Year 2024-2025 (Res. 2526-01). Pursuant to Article XIII, Section 36 of the California Constitution, LEAs (such as charter schools) are required to discuss and determine the use of EPA funds at an open meeting prior to June 30th annually, as well as post an accounting of funds from the EPA and how those funds were expended on their website. This Resolution sets forth the EPA funding received in the 2024-2025 fiscal year, along with a breakdown

of how those funds were spent. For Fiscal Impact, the 2024-2025 Fiscal Year EPA Expenditures were \$2,020,751. These funds were used toward Certificated Personal Salaries and Employee Benefits. Mr. Salazar asked the Board if there were any questions, to which there were none.

Ms. Varuzhanyan moved to approve the OFY-SG Resolution 2526-01 Approval of the Spending of Funds Received from the Education Protection Account (“EPA”) for Fiscal Year 2024-2025 (Res. 2526-01). Ms. Gondo seconded. There was no further discussion from the Board. The motion passed unanimously by roll call vote.

C.2 OFY-SG Proposition 28 Arts and Music in Schools Funding Annual Report for Fiscal Year 2024-2025

Mr. Moreno presented the OFY-SG Proposition 28 Arts and Music in Schools Funding Annual Report for Fiscal Year 2024-2025. The Board was asked to review and consider approval of the OFY-SG Proposition 28 Arts and Music in Schools Funding Annual Report for Fiscal Year 2024-2025. On November 8, 2022, California voters approved Proposition 28: The Arts and Music in Schools (“AMS”) Funding Guarantee and Accountability Act. This measure required the state to establish a new, ongoing program supporting arts instruction in schools beginning in 2023-2024. Unless a waiver is granted, LEAs with five hundred (500) or more students are required to ensure that at least 80% of AMS funds must be used to employ certificated or classified employees to provide arts education program instruction. The remaining funds must be used for training, supplies, materials, and arts educational partnership programs, with no more than 1% of funds received to be used for an LEA’s administrative expenses. AMS funding is ongoing; each year OFY-SG shall receive an annual allocation which it has three (3) years to expend. The School received an allocation of \$57,916 for the 2023-2024 school year, and those funds were available to spend through the 2025-2026 school year. Mr. Moreno shared that the School spent \$0 of its AMS funds in the 2024-2025 school year due to having less than five hundred (500) students enrolled and is working to meet its SB740 requirements before expending these funds. The allocation that was received was not enough to hire an Art teacher, but the School utilized art-focused activities and field trips to promote art instruction within the School. Mr. Moreno shared that OFY-SG was working on plans and designs to expend the AMS funds for supplies, materials, activities, and field trips in order to not lose this funding as it accumulates. There was no fiscal impact. The Superintendent recommended the approval of this item. Mr. Moreno asked the Board if there were any questions, to which there were none.

Ms. Varuzhanyan moved to approve the OFY-SG Proposition 28 Arts and Music in Schools Funding Annual Report for Fiscal Year 2024-2025. Ms. Gondo seconded. There was no further discussion from the Board. The motion passed unanimously by roll call vote.

C.3 OFY-SG Alternative Graduation Pathway Policy

Ms. Frymark presented the OFY-SG Alternative Graduation Pathway Policy. The Board was asked to review and consider approval of the OFY-SG Alternative Graduation Pathway Policy. This policy establishes a structured process for offering alternative graduation pathways to students who face exceptional barriers to completing the School’s locally adopted graduation requirements. It reiterates the Board’s commitment to high expectations for college and career readiness, while recognizing that homelessness, immigration status, health challenges, serious credit deficiencies, or similar hardships can derail a student’s progress. In such cases, students may be exempted from some of the School’s local requirements while still meeting the state’s minimum graduation requirements and earning a diploma. Ms. Frymark highlighted the key provisions within this policy. The two (2) alternative pathways were as follows: i) A 160-credit option for students in their fourth year or later who have been enrolled at the School for least three (3) months and have fewer than one hundred sixty (160) credits (or are in their fifth year);

and, ii) A 130-credit option for severely credit-deficient students who belong to a population covered by existing legislative exemptions (such as Assembly Bill (“AB”) 216 or AB 1806), are in at least their third year, and could not reasonably complete all the local requirements by the end of their fourth year. For eligibility determination, initial eligibility can only be recommended by a School Counselor. Final approval requires a consultation with the Principal and Director of Schools. Students who transfer from another school with a reduced-credit eligibility retain that eligibility, and the Counselor determines which pathway is appropriate. Once a student is deemed eligible, the School notifies the parent or adult student and discusses the reduced-credit option. Whether to offer a reduced-credit plan and how many local requirements will be waived is determined collaboratively by an Administrator, Counselor, Teacher, and Parent/Guardian (or Adult Student). The discussion must address how waiving requirements may affect admission to post-secondary institutions, provide information on community college options, and clarify changes to the expected graduation date. Participation is optional. Parents or adult students must sign an acknowledgement form confirming they understand that reduced credits may affect the student’s eligibility for state college admissions, but the student will still be eligible for community college and is accepting exemption from certain local requirements. The Superintendent or designee is responsible for creating the acknowledgement forms, establishing procedures, and tracking and annually reporting to the CDE the number of students graduating under these exemptions, as required by Education Code Section 51225.1(s). For Fiscal Impact, there were no additional costs associated with the implementation at this time; however, any unforeseen costs will be absorbed into the School’s operating budget. The Superintendent recommended the approval of this item. Ms. Frymark asked the Board if there were any questions.

Ms. Gondo asked if many students were considering this option. Ms. Frymark indicated that this policy has not yet been discussed with students or families prior to Board approval. After Board approval, the School will move into implementation and rollout phases. At this current time, there were no students enrolled in this option.

Ms. Varuzhanyan moved to approve the OFY-SG Alternative Graduation Pathway Policy, and grant the Superintendent or designee the authority to update, modify, or implement this policy in a manner to comply with applicable law. Ms. Gondo seconded. There was no further discussion from the Board. The motion passed unanimously by roll call vote.

C.4 OFY-SG Dual Enrollment Policy

Ms. Frymark presented the OFY-SG Dual Enrollment Policy. The Board was asked to review and consider approval of the OFY-SG Dual Enrollment Policy. Dual enrollment provides high school students with the opportunity to earn both high school and college credit through a partnership with accredited community colleges. All courses are offered free of charge to students. There was an identified need to develop a Dual Enrollment Policy to establish a framework for Dual Enrollment that: 1) defines Dual Enrollment, 2) outlines eligibility requirements, 3) outlines course location(s) and articulation agreements, 4) includes parent and student acknowledgement, and 5) outlines how credits will be awarded by the School. Transportation expectations, Family Educational Rights and Privacy Act (“FERPA”) compliance, and the Review and Approval process were also outlined within the policy. Ms. Frymark highlighted some key points outlined in the policy. Eligibility for dual enrollment is open to students in 9th through 12th grades. In order to apply for dual enrollment, a Counselor’s review of the student’s Grade Point Average (“GPA”), assessments, coursework rigor, attendance, and teacher input is required as well as approval from the Counselor. Parents/Guardians of minor students are required to approve the student’s participation in the dual enrollment program. The courses may be held at the charter school, college campus, or online. Students who attend courses on college campuses are under the college’s supervision but remain subject to OFY-SG’s policies. OFY-SG is not responsible for supervision, transportation, or liability while the student is on a college campus. A signed Parent and Student Acknowledgement Agreement is required; this agreement outlines that students may be exposed to mature subject matter and an adult learning environment, must

take responsibility for their own transportation and behavior, and accept that the School is not liable for injury/property damage on the college campus. The dual enrollment course will count toward both high school graduation credit and college credit. The grades from this program will appear on both high school and college transcripts. There was no fiscal impact. The Superintendent recommended the approval of this item. Ms. Frymark asked the Board if there were any questions, to which there were none.

Ms. Varuzhanyan moved to approve the OFY-SG Dual Enrollment Policy, and grant the Superintendent or designee the authority to update, modify, or implement this policy in a manner to comply with applicable law. Ms. Gondo seconded. There was no further discussion from the Board. The motion passed unanimously by roll call vote.

C.5 OFY-SG Membership Agreement between Options For Youth-California, Inc. and Options For Youth-San Gabriel, Inc.

Mr. Bordo presented on the OFY-SG Membership Agreement between Options For Youth-California, Inc. and Options For Youth-San Gabriel, Inc. The Board was asked to review and consider approval and/or ratification of the OFY-SG Membership Agreement between Options For Youth-California, Inc. and Options for Youth-San Gabriel, Inc. This agreement was presented at the previous Board meeting, and has been revised to provide greater definition and clearer detail. After a thorough legal review and working with OFY-CA's legal counsel, both parties provided comments and incorporated corrections. Mr. Bordo stated that no restricted funds shall be used for any payments under this agreement. As the School's needs evolve, this agreement may be brought back to the Board if any updates need to be reviewed. There were no substantive changes; all services provided remained the same as well as the fee. Mr. Bordo asked the Board if there were any questions, to which there were none.

Ms. Varuzhanyan moved to approve and ratify the OFY-SG Membership Agreement between Options For Youth-California, Inc. and Options For Youth-San Gabriel, Inc. Ms. Gondo seconded. There was no further discussion from the Board. The motion passed unanimously by roll call vote.

5. Announcement for Reason for Closed Session

Ms. Gondo announced the reason for closed session.

The Board recessed into closed session.

CLOSED SESSION

6. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Gov. Code section 54957(b)(1).)
Title: Superintendent

OPEN SESSION

The Board adjourned closed session and reconvened into open session.

7. Public Report on Action Taken in Closed Session, if any

Ms. Gondo reported that no action was taken during closed session.

8. Adjournment

Ms. Gondo indicated that the next regularly scheduled Board meeting will be on November 20, 2025 at

10:30 A.M. (PT). There were no additional comments or questions prior to adjournment.

Ms. Varuzhanyan moved to adjourn. Ms. Gondo seconded. There was no further discussion from the Board. The motion passed unanimously by roll call vote. The meeting was adjourned at 11:23 A.M. (PT).

Ms. Lilit Varuzhanyan
Secretary, Options For Youth-San Gabriel, Inc.

DRAFT

A.2 OFY-SG Consent Log Including
Superintendent's Time Off Requests, Credit Card
Consent Log, and Additional Duties Timecards



OPTIONS FOR YOUTH-SAN GABRIEL, INC.
A California Nonprofit Public Benefit Corporation

November 2025

Agenda Item: OFY-SG Consent Log Including Superintendent's Time Off Requests, Credit Card Consent Log, and Additional Duties Timecards

Purpose: The Board will review and consider approval and/or ratification of the OFY-SG Consent Log Including Superintendent's Time Off Requests, Credit Card Consent Log, and Additional Duties Timecards.

Fiscal Impact: N/A

Superintendent's Recommendation: N/A

Proposed Motion: Motion to approve and/or ratify the OFY-SG Consent Log Including Superintendent's Time Off Requests, Credit Card Consent Log, and Additional Duties Timecards.

Ileana Kiriakos

Consent Log - Superintendent Time Off Requests

Request Period 08/01/2025 - 09/30/2025

Time Off Date	Date Submitted	Status	Name	Reason	Type	Hours	Charter
None			Ileana Kiriakos	Time Off		-	OFY - San Gabriel

**Options for Youth San Gabriel
 Superintendent Credit Card Consent Log
 8/1/2025 - 9/30/2025**

Additional Worktag - Charge Company Options For Youth - San Gabriel

Expense Report	Expense Item for Billable Transaction	Expense Report Line Memo	Sum of Expense Line Extended Amount
Expense Report: EXP-00076901	Marketing Materials	Facebook Marketing for OFYSG	48.67
		Google Marketing OFY-SG	270.45
		SGV (San Gabriel): Alhambra Chamber Membership Renewal	250.00
Expense Report: EXP-00077612	Marketing Materials	OFL/Y Website Domain	1.43
Expense Report: EXP-00077617	Advertising	Facebook OFY Fall Ads	206.48
	Marketing Materials	OFL/Y Website Domain	0.61
	Telephone	Ring Central (888) number	40.99
		Ring Central *888 number	2.22
Expense Report: EXP-00077620	Advertising	OFY Facebook Fall Ads	175.36
		OFY/L Google Fall Ads	1,515.12
Expense Report: EXP-00077897	Tuition Reimbursement	USC Tuition and Fees	383.08
Expense Report: EXP-00078367	2025 Mileage	APLUS+ Upper South Region Meeting	49.91
	Remote Business Expense	September Internet	50.00
Expense Report: EXP-00078439	Advertising	Facebook OFY Fall Ads	59.77
	Telephone	Ring Central Network (888) number	2.07
Grand Total			3,056.16

Ileana Kiriakos
Consent Log - Superintendent Additional Duties

Request Period 08/01/2025 - 09/30/2025

Date of Additional Duties Work	Date of Additional Duties Timecard Submission	Status	Name	Type	Hours	Compensation Amount	Worktag	Charter
None			Ileana Kiriakos	Additional Duties				OFY - San Gabriel

**A.3 OFY-SG Local Control and Accountability Plan
("LCAP")/School Plan for Student Achievement
("SPSA")/Comprehensive Support and
Improvement ("CSI") Progress Update**



OPTIONS FOR YOUTH-SAN GABRIEL, INC.
A California Nonprofit Public Benefit Corporation

November 2025

Agenda Item: OFY-SG Local Control and Accountability Plan (“LCAP”)/School Plan for Student Achievement (“SPSA”)/Comprehensive Support and Improvement (“CSI”) Progress Update

Purpose: The Board will receive the OFY-SG Local Control and Accountability Plan (“LCAP”)/School Plan for Student Achievement (“SPSA”)/Comprehensive Support and Improvement (“CSI”) Progress Update.

- Goal 1: Academic achievement, Progress toward Post-secondary goals for Unduplicated students, and English Proficiency for EL and LTEL students: Too soon to measure progress; financial data related to spending allocations is not available yet.
- Goal 2: College and Career Readiness & Graduation Rate: Too soon to measure progress for CCI and 4-5-year graduation rate; on pace to meet goals for 1-year graduation rate; financial data related to spending allocations is not available yet.
- Increased Math Proficiency: CAASP Math scores for Met or Exceeded went from 8.1% in 23/24 to 17.1% in 24/25; financial data related to spending allocations is not available yet.
- Goal 3: Chronic Absenteeism, School Climate and Student Well-being: Middle School Chronic Absenteeism is currently 17.4%, Dropout rates are currently is0% for MS and 0% for HS targets, and it is too soon to measure progress on School Climate; financial data related to spending allocations is not available yet.

Fiscal Impact: N/A

Superintendent’s Recommendation: N/A

Proposed Motion: N/A



2025-26 LCAP/SPSA/CSI Progress Update: Options for Youth San Gabriel

Goal 1

By the end of the 2027 academic year, English Language Learners (ELL), Long Term English Learners (LTEL), Students with Disabilities (SWD), and Socioeconomically Disadvantaged pupils (FRMP) will demonstrate academic growth, progress toward post-secondary goals and an increased graduation rate through targeted, individualized instruction tailored to their unique needs and learning styles by providing quality curriculum and instruction

Progress Update

Metric #	Target for Year 3 Outcome (2026-27)	Baseline (2023-24)	Year 1 Outcome (2024-25)	Year 2 Outcome [2025-26]	Update 10/2025	Update [Enter Date]
Metric# 1	Annually the charter aims to maintain or increase the EL-eligible student reclassification rate at 75% or higher.	Internal Data Spring 2024: 75% Reclassification Rate	Internal Data Spring 2025: 62.5% Reclassification Rate		Internal Data Fall 2025: 75% Reclassification Rate	
Metric# 2	SpEd students will increase their graduation rate by 3% on the 2027 CA Dashboard.	Fall 2023 CA Dashboard: 47.6%	Fall 2024 CA Dashboard: 25%		Fall 2025 CA Dashboard data is currently unavailable.	



2025-26 LCAP/SPSA/CSI Progress Update: Options for Youth San Gabriel

Metric# 3	The average GLE in Math for the all student level will increase by 1.0 annually. This aligns with our objective to advance from an orange rating to a yellow rating in our Math CAASPP performance indicator by the release of the 2027 CA Dashboard.	RenSTAR Spring 2024: .9 GLE	RenSTAR Spring 2025: 1.6 GLE		Data is currently unavailable, as it is the first semester of the current school year	
Metric# 4	The all student level and LTEL students will have an average GLE increase of 1.0 in reading annually. This aligns with our objective to increase and/or maintain our yellow rating in our ELA CAASPP performance indicator by the release of the 2027 CA Dashboard.	Internal Data All students: .95 LTEL: 1.01	Internal Data All students: 1.6 LTEL: 2.0		Data is currently unavailable, as it is the first semester of the current school year	
Metric# 5	Maintain our ELPI level of high, at least 55% of English Language Learners making progress on their ELPAC Level by the release of the 2027 CA Dashboard.	Fall 2024 CA Dashboard: 52% making progress towards English language proficiency.	Spring 2024 CA Dashboard: 57.1% making progress towards English language proficiency.		Fall 2025 CA Dashboard data is currently unavailable.	



2025-26 LCAP/SPSA/CSI Progress Update: Options for Youth San Gabriel

<p>Metric# 6</p>	<p>Annually maintain Local indicator - Priority 2 through the self-reflection and review process:</p> <ol style="list-style-type: none"> 1. Professional Development: 5 – Full Implementation and Sustainability ratings for all academic standards 2. Instructional Materials: 5 – Full Implementation and Sustainability ratings for all academic standards 3. Policy & Program Support: 5 – Full Implementation and Sustainability ratings for all academic standards 	<p>Fall 2023 CA Dashboard: Priority 2: Implementation of State Standards Ratings</p> <ol style="list-style-type: none"> 1. Professional Development: 5 – Full Implementation and Sustainability ratings for all academic standards 2. Instructional Materials: 5 – Full Implementation and Sustainability ratings for all academic standards 	<p>Fall 2024 CA Dashboard: Priority 2: Implementation of State Standards Ratings</p> <ol style="list-style-type: none"> 1. Professional Development: 5 – Full Implementation and Sustainability ratings for all academic standards 2. Instructional Materials: 5 – Full Implementation and Sustainability ratings for all academic standards 		<p>Fall 2025 CA Dashboard data is currently unavailable.</p>	
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2025-26 LCAP/SPSA/CSI Progress Update: Options for Youth San Gabriel

	<p>4. Implementation of Standards: 4 – Full Implementation and 5 – Full Implementation and Sustainability ratings for all academic standards</p> <p>5. Engagement of School Leadership: 5 – Full Implementation and Sustainability ratings for all academic standards</p>	<p>3. Policy & Program Support: 5 – Full Implementation and Sustainability ratings for all academic standards</p> <p>4. Implementation of Standards: 4 – Full Implementation and 5 – Full Implementation and Sustainability ratings for all academic standards</p>	<p>3. Policy & Program Support: 5 – Full Implementation and Sustainability ratings for all academic standards</p> <p>4. Implementation of Standards: 4 – Full Implementation and 5 – Full Implementation and Sustainability ratings for all academic standards</p> <p>5. Engagement of School Leadership: 5 – Full Implementation and Sustainability ratings for all</p>			
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2025-26 LCAP/SPSA/CSI Progress Update: Options for Youth San Gabriel

		5. Engagement of School Leadership: 5 – Full Implementation and Sustainability ratings for all academic standards	academic standards		
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Action #	Title	Total Funds Allocated	Update [Enter Date]	Update [Enter Date]	Update [Enter Date]
Action #1	Students with Disabilities (SWD) Intervention Support and Instruction	\$300,000.00			
Action #2	EL Individualized Support and Instruction	\$67,000.00			
Action #3	Implementation of Research Based Interventions	\$130,000.00			
Action #4	Targeted LTEL (AVID) Curriculum/Instruction	\$15,000.00			
Action #5	All Staff Professional Development:	\$70,000.00			
Action #6	EL Professional Development:	\$40,000.00			
Action #7	LTEL Professional Development:	\$25,000.00			

Goal 2

The charter will enhance student success and readiness for post-secondary endeavors by increasing overall graduation rates to move out of CSI identification, as well as improving performance on the College and Career Indicator by exposing students to college credit and

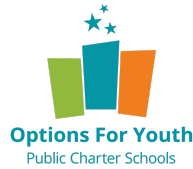


2025-26 LCAP/SPSA/CSI Progress Update: Options for Youth San Gabriel

CTE courses to all of our students. We will emphasize attention on Hispanic and Socioeconomically Disadvantaged students as they were identified on the California Dashboard as falling in the lowest performance level.

Progress Update

Metric #	Target for Year 3 Outcome (2026-27)	Baseline (2023-24)	Year 1 Outcome (2024-25)	Year 2 Outcome [2025-26]	Update [Enter Date]	Update [Enter Date]
Metric# 1	By maintaining our overall A-G Completion rate of 2% for all students through 2026-27, as well as students with the lowest CCI performance on the CA dashboard.	Fall 2023 CA Dashboard: 66.7% <ul style="list-style-type: none"> ● All Students: 66.7% ● Hispanic: 60% ● Socioeconomically Disadvantaged: 60% 	Fall 2024 CA Dashboard: <ul style="list-style-type: none"> ● All Students: 76.9% ● Hispanic: 87.5% ● Socioeconomically Disadvantaged: 87.5% 		Fall 2025 CA Dashboard data is currently unavailable.	
Metric# 2	The charter aims to have 5% of all students complete dual enrollment college classes through 2026-27, as well as students with the lowest CCI performance on the CA dashboard.	Fall 2023 CA Dashboard: <ul style="list-style-type: none"> ● All Students: 33.3% ● Hispanic: 20% 	Fall 2024 CA Dashboard: <ul style="list-style-type: none"> ● All Students: 38.5% ● Hispanic: 37.5% ● Socioeconomically 		Data is currently unavailable as it is the first semester of the current school year	



2025-26 LCAP/SPSA/CSI Progress Update: Options for Youth San Gabriel

		<ul style="list-style-type: none"> Socioeconomically Disadvantaged: 40% 	Disadvantaged: 12.5%			
Metric# 3	By 2027, The charter aims to have 10 students complete a CTE pathway as measured by the California Dashboard as well as students with the lowest CCI performance on the CA dashboard.	Fall 2023 CA Dashboard: <ul style="list-style-type: none"> All: 8.3% (1) Hispanic: 0% Socioeconomically disadvantaged: 0% 	Fall 2024 CA Dashboard: <ul style="list-style-type: none"> All: 0% Hispanic: 0% Socioeconomically disadvantaged: 0% 		Data is currently unavailable as it is the first semester of the current school year	
Metric# 4	The charter strives for all students to complete at least 5.3 units per core subject (English, Math, Science, and Social Studies) by the end of the 2026-27 school year.	Internal Data Spring 2024: All students: <ul style="list-style-type: none"> ELA - 5.8 Math - 4 Science - 4.9 Social Studies - 3.9 	Internal Data Spring 2025: All students: <ul style="list-style-type: none"> ELA - 7.4 Math - 6.6 Science - 6.8 Social Studies - 8.4 		Internal Data Fall 2025: All students: ELA - 3.9 Math - 4.1 Science - 3.6 Social Studies - 4.5	



2025-26 LCAP/SPSA/CSI Progress Update: Options for Youth San Gabriel

Metric# 5	By maintaining our overall DASS one-year graduation rate at or above 68-70% through 2026-27, we aim to positively influence our 4-5-year graduation rate status on the California Dashboard, thereby improving our overall performance metric.	Internal Data Fall 2023: 58% Fall 2023 CA Dashboard: N/A	Internal Data Fall 2024: 49.1% Fall 2024 CA Dashboard: 90.6%		Internal Data Fall 2025: 15.2% Fall 2025 CA Dashboard data is currently unavailable.	
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Action #	Title	Total Funds Allocated	Update [Enter Date]	Update [Enter Date]	Update [Enter Date]
Action #1	Postsecondary Advancement Programs	\$165,000.00			
Action #2	College credit course enrollment	\$135,000.00			
Action #3	CTE Program Enhancement for Improved Graduation and Readiness Outcomes	\$95,000.00			
Action #4	Enhancing Student Readiness with Comprehensive Post-Secondary Events	\$77,000.00			
Action #5	Homeless & Foster Youth Services	\$40,000.00			

Goal 3

The charter aims to advance Priorities 3 and 6 by fostering a secure and supportive learning environment. This will involve enhancing School Connectedness Educational Partner Engagement opportunities and promoting a sense of safety and belonging among all Educational Partners, with special attention to Foster Youth, Homeless, LTEL, EL, SWD, and FRMP students. Additionally, Priority 1 will



2025-26 LCAP/SPSA/CSI Progress Update: Options for Youth San Gabriel

be addressed to uphold the quality of maintenance, operations, facilities, and teacher assignments. Progress will be monitored annually to assess the need for adjustments or prioritization of this goal.

Progress Update

Metric #	Target for Year 3 Outcome (2026-27)	Baseline (2023-24)	Year 1 Outcome (2024-25)	Year 2 Outcome [2025-26]	Update [Enter Date]	Update [Enter Date]
Metric# 1	The charter will strive to maintain annual suspension rates at or below 1.5%.	Fall 2023 CA Dashboard: <ul style="list-style-type: none"> ● 0% suspended 	Fall 2024 CA Dashboard: <ul style="list-style-type: none"> ● 0% suspended 		Fall 2025 CA Dashboard data is currently unavailable.	
Metric# 2	<p>The Online Safety rating on the School Climate Survey will maintain or increase to 4.0 or higher for all survey groups by the end of the Spring 2027 survey.</p> <p>The Parent Participation reaching 20% or more response rate by the end of 2027.</p>	Spring 2024 School Climate Survey: Online Safety Response Medians: <ul style="list-style-type: none"> ● Student Group: 3.5 Median Score ● Parent Group: 4.0 Median Score ● Staff Group: 4.0 Median Score 	Spring 2025 School Climate Survey: Online Safety/Peer Pressure Response Medians: <ul style="list-style-type: none"> ● Staff Score: 3.36 Median Score ● Student Score: 3.86 Median Score ● Parent Score: 4.5 Median Score <p>Spring 2025 School Climate Survey:</p>		Data is currently unavailable as it is the first semester of the current school year	



2025-26 LCAP/SPSA/CSI Progress Update: Options for Youth San Gabriel

		Spring 2024 School Climate Survey: <ul style="list-style-type: none"> • Parent Response rate: 16.21% 	Parent Response rate: 23.4%			
Metric# 3	Decrease middle school chronic absenteeism rates by 10% across all student groups. Aiming for a Yellow color designation on the 2027 CA Dashboard	Fall 2023 CA Dashboard: 32.9%	California Dashboard 2024: 35%		Fall 2025 CA Dashboard data is currently unavailable.	
Metric# 4	Annually: Teaching Assignment Monitoring Outcomes: No more than 35% Out Of-Field & Ineffective Textbook Insufficiencies: 0 Facilities Inspections: 100% Number of Uniform Complaints: 0	Fall 2023 CA Dashboard: Teaching Assignment Monitoring Outcomes: <ul style="list-style-type: none"> • 29.5% (Out-of-Field) (Ineffective) • Textbook Insufficiencies: 0 • Facilities Inspections: 100% 	Fall 2024 CA Dashboard: Teaching Assignment Monitoring Outcomes: <ul style="list-style-type: none"> • 40.7% (Out-of-Field) (Ineffective) • Textbook Insufficiencies: 0 • Facilities Inspections: 100% 		Fall 2025 CA Dashboard data is currently unavailable.	



2025-26 LCAP/SPSA/CSI Progress Update: Options for Youth San Gabriel

		<ul style="list-style-type: none"> Number of Uniform Complaints:0 	<ul style="list-style-type: none"> Number of Uniform Complaints:0 			
Metric #5	Maintain middle school and high school dropout rates below 5% annually.	Spring 2024 Internal Data: <ul style="list-style-type: none"> 0% Middle School 2.7% High School 	Spring 2025 Internal Data: <ul style="list-style-type: none"> 0% Middle School .4% High School 		Spring 2025 Internal Data: 0% Middle School 0% High School	

Action #	Title	Total Funds Allocated	Update [Enter Date]	Update [Enter Date]	Update [Enter Date]
Action #1	Parent Involvement and Educational Partner Engagement	\$130,000.00			
Action #2	Social Emotional Development Opportunities	\$496,647.00			
Action #3	School Safety	\$65,000.00			
Action #4	Targeted Student Support and Learning Recovery (LREBG)	\$60,000.00			

A.4 OFY-SG List of Vendors for Fiscal Year 2024-2025



OPTIONS FOR YOUTH-SAN GABRIEL, INC.
A California Nonprofit Public Benefit Corporation

November 2025

Agenda Item: OFY-SG List of Vendors for Fiscal Year 2024-2025

Purpose: Within the charter's Fiscal Policies and Procedures is the Procurement Policy, which includes subsections such as Objectives, Background, Definitions, Procedures, Recordkeeping and Reporting.

As part of the Recordkeeping and Recording requirements, for each fiscal year, 9 Dot Education Solutions, LLC shall maintain and regularly update a list of all vendors paid by the charter, and shall provide such list to the President, at least annually.

The OFY-SG List of Vendors for Fiscal Year 2024-2025 is the required reporting noted above.

Additionally, at the end of each fiscal year, the charter shall evaluate each vendor to whom the charter paid more than \$500,000.00 in such fiscal year, and shall provide a copy of such vendor evaluations to the President. All vendor evaluations should include information as to:

- Are deliverables consistently on time and in good condition?
- Is the quality of services or products consistently high and meets the school's needs?
- Is the vendor professional and knowledgeable?

The evaluations of vendors to whom the charter paid more than \$500,000.00 in such fiscal year will be provided to the President by the school leadership.

Fiscal Impact: N/A

Superintendent's Recommendation: N/A

Proposed Motion: N/A

**Options for Youth San Gabriel
Vendor Payments
Fiscal Year 2024-2025**

Vendor	Sum of Payment Amount
2010 Office Furniture	38,331.16
21Skills, Inc	1,935.00
9 Dot Education Solutions, LLC	521,762.35
Alltech Enterprises, LLC	131,858.94
Amazon Capital Services, Inc.	15,661.73
American Express (CA)	57,611.76
Anthem Blue Cross	157,681.05
Aquarium of the Pacific	7,603.21
Arman Mkrтчyаn	875.08
Athens Services	6,194.42
AxisEDU LLC	33,900.00
Berkshire Hathaway Homestate Companies	37,447.76
Beta Security Systems	1,288.80
BIG C'S CHARTER SERVICE INC	2,773.75
Blackbird Farm LLC	13,927.61
Blank Rome LLP	200.01
BlueTriton Brands Inc	751.71
Bridgette Carter	1,673.12
Bright Thinker Inc.	68,195.17
Bruce Kazuo Wataru	132.79
BSN Sports LLC	13,932.12
Cal Air & Heating Services, Inc.	11,385.00
California Department of Education	49,648.00
California Fish Grill Investments, LLC	238.16
Carlos Tello	2,720.00
CDW Government, Inc.	6,087.53
Charter Communications	3,047.46
Christina Funch	2,599.00
Cintas	2,033.04
Cintas Corporation	7,304.61
Cintas Fire 636525	420.98
City of Baldwin Park	27.50
City of Los Angeles False Alarm	489.00
City Of San Gabriel	678.00
CliftonLarsonAllen LLP	25,549.30
Cogency Global Inc.	164.50
College Board	987.00
Complete Office of CA	14,433.69
County of Los Angeles Dept of Parks & Recreation	3,706.57
Deborah A Allen	327.33
Diego Blanco	1,576.88
Directional Ad-Vantage Holdings LLC	1,770.00
Disneyland Resort	4,243.60
DoubleTree Monrovia	283.07
Ebmeyer Charter and Tour	1,441.00
Education Dynamics, Inc.	92,739.31
EmpowerU, Inc.	18,450.00
Enome, Inc.	10,545.00

**Options for Youth San Gabriel
Vendor Payments
Fiscal Year 2024-2025**

Vendor	Sum of Payment Amount
Evan M Hedrich	6,750.00
FedEx	16,329.71
Fireplace, Inc.	1,050.00
FlavorTrucks, LLC	137.77
Garner Holt Education through Imagination, LLC	1,098.37
Gavri Bouzaglou	395.00
Global Medical Virtual Asst	15,750.00
GNS Development Corporation	231.07
Gold Rock Group, LLC.	279,781.37
Golden Lion Transportation, Inc.	14,265.00
Guardian - Appleton	38,020.30
Guggenheim Baseball Management L.P.	250.00
Gutierrez v Options for Youth-VictorValley Inc	41,071.75
H.S.G. Professional Window Cleaners, LLC	2,524.00
Habit Burger Truck	2,781.87
Harris Systems, USA	140.59
Health Advocate Solutions, Inc.	539.00
HireRight, LLC	1,727.05
Hopskipdrive, Inc.	29,807.96
IGOE	2,865.70
Ikill Pest Control Inc	935.00
Inland Empire Shuttle	3,985.00
In-N-Out	4,838.62
Instructure Inc	2,456.00
Ipic Gold Class Entertainment LLC	1,001.79
Jeffrey Ardi	503.86
John R Miles	375.00
Kaiser Foundation Health Plan Inc.	214,789.88
Kalico Office Furniture LLC	39,356.11
LA Virtual Play LLC	366.67
Landmark Healthplan of Ca.	643.53
Law Offices of Deborah R.G. Cesario	1,220.00
Long Quach	304.00
Lupine Properties, LLC	46,285.77
Mariana Tapia	1,754.75
Marwin Carranza	168.00
MB2 Xtreme, Inc.	233.58
Metropolitan Transportation Authority	1,582.00
Michelle Won	2,635.00
More Prepared LLC	788.47
MR.Copy, Inc.	323.26
Nasco Education LLC	359.58
National Student Clearinghouse	495.00
NBCUniversal, LLC	610.80
NFP Property & Casualty Services, Inc.	36,467.10
NineSofia, LLC	1,844.10
OFL - Baldwin Park Inc.	690,159.59
OFL - Capistrano Inc.	42.45

**Options for Youth San Gabriel
Vendor Payments
Fiscal Year 2024-2025**

Vendor	Sum of Payment Amount
OFL - Duarte Inc.	21,228.91
OFL - William S Hart Inc.	3,877.54
One Source Supply LLC	2,414.50
Options for Youth - Acton	25,078.24
Options for Youth - Duarte	61.30
Options For Youth - San Bernardino	8,050.65
Options For Youth - Victor Valley	217.17
Pacific Christian Center	4,750.00
Pantages Theatre	1,100.00
Partners in Special Education, Inc.	156,516.37
Party on a Penny Corp	447.98
Pathways College Inc.	150.00
Pathways in Education, Inc.	306,277.40
Pensieve Foods LLC	20,599.40
Philadelphia Indemnity Insurance Company	6,316.66
Pixster Photobooth LLC	291.29
PowerSchool Group, LLC	125.29
Prep for Success, LLC	122,830.14
Pro Printing Inc.	1,908.40
Procopio, Cory, Hargreaves & Savitch LLP	56,949.11
Propel, A Charter Management Group, Inc.	512,392.76
Public Storage (Unit 0121)	9,745.00
Raptor Technologies, LLC	660.00
Remote Techs, Inc.	3,593.05
Ricoh USA, Inc	5,074.15
Rocky Mountain Pathways Ranch LLC	5,756.63
Rodney Bowman	174.00
Royal American Tours	4,222.50
Ruling Our eXperiences, Inc. (ROX)	1,600.00
Ryan Tillman Speaks	5,000.00
Saint Pedro Inc	407.40
San Gabriel County Water District	1,575.76
San Gabriel Unified School District	76,133.19
San Gabriel Valley ROP	86,000.00
SchoolStatus Parent, Inc.	749.85
Schwabe Books, Inc.	4,520.25
Skyrocket - Curriculum	1,432.11
Skyrocket, Inc.	782,507.22
SoCalGas	323.11
Southern California Edison	21,387.64
Staples Advantage	3,089.50
Stonefire Grill 12 Inc	1,146.04
Swerdlow Florence Sanchez Swerdlow & Wimmer	2,097.34
Technical Air Corporation	10,628.00
Textbook Warehouse	2,220.59
The Disinfector, LLC	16,089.00
The Ryding Company	250.00
TLC LUXURY LLC	33,522.38

**Options for Youth San Gabriel
Vendor Payments
Fiscal Year 2024-2025**

Vendor	Sum of Payment Amount
Trinity Graphics, Inc.	116.39
Tri-Xecutex Corporation	2,278.32
Urban Plates LLC	1,104.90
Verizon Wireless	74,050.52
Virgil Stewart	78.00
Vista Higher Learning Inc	1,327.65
WASC	3,430.00
We Want To Know Hotline	254.88
Westfall Commercial Furniture Inc.	654.89
Wright Designs	13,865.27
Yondr Inc.	2,353.06
Young, Minney & Corr, LLP	730.05
Zoom Video Communications, Inc.	2,326.94
Grand Total	5,320,733.18

A.5 OFY-SG General Liability Insurance Renewal



OPTIONS FOR YOUTH-SAN GABRIEL, INC.
A California Nonprofit Public Benefit Corporation

November 2025

Agenda Item: OFY-SG General Liability Insurance Renewal

Purpose: The Board will review and consider the approval and/or ratification of the OFY-SG General Liability Insurance Renewal, including Property, General Liability, Educators Legal Liability, Crime, Cyber, Student Accident, Umbrella, and Worker’s Compensation Insurance policies and quotes, as approved by the President.

Package Policy (General Liability and Property)	General Liability protects the corporation if it causes injury to others or damage to others’ property. Property insurance protects against most risks to property such as: fire and some weather damage.
Educators Legal Liability	ELL protects the education institution against the damages that they could incur as a result of real or alleged wrongful acts. This policy also protects the board members as directors of the educational institution.
Crime	Crime provides protection for loss of money, securities, and other assets resulting from dishonestly, theft, or fraud
Cyber	Cyber liability insurance can cover costs associated with data breaches, including breaches of sensitive customer/student employee information, and cyber-attacks on your business. Those costs can include such things as lost income due to a cyber event, costs associated with notifying customers affected by a breach, costs for recovering compromised data, costs for repairing damaged computer systems and more.
Student Accident (base & catastrophe)	Student Accident covers students (and their parents) from costs associated with becoming injured at school events.
Worker’s Compensation	Worker’s Compensation provides medical expenses, lost wages, and rehabilitation costs to employees who are injured or become ill “in the course and scope” of their job
Umbrella	The Umbrella acts as excess coverage - mostly the primary insurance for losses not covered by other policies



Term Length (Coverage Period)	Premium	% Change
Expiring General Liability Insurance 10/1/24 to 10/1/25	\$67,479	
Proposed General Liability Insurance 10/1/25 to 10/1/26	\$77,622	Increase of 15%

Please note that the premium noted can be variable throughout the policy period and does not include any significant changes to staffing or payroll, center location changes, center moves, center upgrades/renovations, or anything else that is required according to the needs of the business. This always varies year to year depending on operational needs.

According to Options For Youth-San Gabriel's Revised Fiscal Policies and Procedures, the annual renewal of property and casualty insurance, general liability insurance, and health insurance will be brought to the board for approval, provided that such renewal does not exceed an annual increase of 25%.

An Officer of the Charter School may approve such insurance renewals, subject to ratification by the Governing Board. Any changes to the scope of insurance coverage or the amount of liability limits shall require prior approval by the Governing Board.

Fiscal Impact: \$77,622

Superintendent's Recommendation: Y

Proposed Motion: Motion to ratify the OFY-SG General Liability Insurance Renewal, including General Liability & Property Package, Educators Legal Liability, Student Accident, Umbrella, and Worker's Compensation Insurance policies and quotes, as approved by the President.



INSURANCE PROPOSAL

Prepared For:

Options for Youth – San Gabriel Inc.

Prepared By:

The Baldwin Group West LLC

15901 Red Hill Ave, Ste 100

Tustin, CA 92780



**The
Baldwin
Group**

Date: 9/25/2025

Premium Summary

(Coverages included in this proposal are Package, Crime, Cyber, Management Liability, Student Accident, Umbrella & Workers' Compensation)

Board of Directors	Expiring Total	Renewal Total	%
	10/01/2024-10/01/2025	10/01/2025-10/01/2026	
OFY - San Gabriel Inc.	\$67,479	\$77,622	15%

Coverage Summary

General Liability Coverage	
General Liability – Each Occurrence	\$1,000,000
General Aggregate – Per Location	\$2,000,000
Policy Aggregate	\$10,000,000
Non-Owned & Hired Automobile Liability	\$1,000,000
Employee Benefits Liability - Aggregate	\$1,000,000
Employee Benefits Liability – Per Claim	\$1,000,000
Abuse/Molestation – Per Occurrence	\$1,000,000
Abuse/Molestation - Aggregate	\$2,000,000

Management Liability Coverage	
Educators Legal Liability (\$10,000 Retention)	\$5,000,000
Employment Practices Liability (\$25,000 Retention)	\$5,000,000
Crime (\$10,000 Deductible)	\$1,000,000
Student Accident BASE	\$50,000
Student Accident CAT	\$5,000,000
Cyber (\$50,000 Retention)	\$1,000,000

Workers' Compensation/Employers Liability	
Worker's Compensation	Statutory
Each Accident	\$1,000,000
Aggregate by Disease	\$1,000,000
Aggregate by Accident	\$1,000,000

Umbrella Coverage	
Primary	\$5,000,000
First Excess Layer	\$4,000,000
Second Excess Layer	\$10,000,000
Third Excess Layer	\$5,000,000
Fourth excess Layer	\$5,000,000

Schedule of Underlying
General Liability
Employee Benefits Liability
Automobile Liability
Employers Liability
Non-Owned & Hired Automobile Liability

Consent to Electronic Policy Delivery

As a client of The Baldwin Group West LLC there may be occasions when information is disseminated via email.

By signing below, you specifically agree to receive and/or obtain any and all The Baldwin Group West LLC related Electronic Communications via email.

The term "Electronic Communications" includes, but is not limited to, all current and future notices and/or disclosures that various federal and/or state laws or regulations require that we provide to you, as well as such other documents, statements, data, records, and any other communications regarding your relationship with The Baldwin Group West LLC.

You acknowledge that, for your records, you can use the Internet to receive and retain Electronic Communications by printing and/or downloading and saving this Agreement and any other agreements and Electronic Communications, documents, or records.

You will accept Electronic Communications provided electronically from The Baldwin Group West LLC as reasonable and proper notice, for the purpose of any and all laws, rules, and regulations, and agree that such electronic form fully satisfies any requirement that such communications be provided to you in writing or in a form that you may keep.

Should you require a physical copy of any of the documents, The Baldwin Group West LLC will be happy to provide it at your request.



Signature

Jane Gothold

Printed Name

10/02/2025

Date

Notify Us of Any Changes to Your Operations

Your Insurance Proposal has been developed based on the applications you have submitted. Insurers have evaluated the risks set forth in those applications and have provided a coverage offering. Any variation of these details or omissions could result in a claim denial or reduced coverage in the event of a loss.

Please notify us of any of the following changes so we may assess the impact to your insurance program:

- Changes in processes, occupancy, products, revenue, sales, or business operations.
- Acquisition or creation of new companies or subsidiaries and/or mergers in which you are involved or any legal change in the corporate structure.
- Changes in ERISA plan assets.
- Any written contracts executed with contractors, subcontractors, suppliers, or others.
- Changes in values of buildings, business personal property, or inventory for both scheduled and unnamed locations. This may include a purchase, sale, lease, construction, or occupancy of new premises; real estate alteration, vacating of a premises or temporary vacancy; extension or demolition of existing premises. This applies for both domestic and foreign locations.
- Movement of business personal property or stock to new or temporary locations
- Additions or deletions of locations, equipment, or vehicles, whether hired, purchased, leased or borrowed.
- Addition, alteration or temporary disconnection of fire or burglary protection systems.
- Major changes in value or nature of goods being shipped.
- Changes of personnel responsible for insurance decisions. This can include election or appointment of a new C.E.O. or C.O.O. or change in control of either the Board of Directors or the stock ownership of the company.
- Employment of personnel in states in which you were previously not doing business.
- Personnel traveling or on temporary assignment overseas including working on military bases.
- Use of owned or non-owned aircraft or watercraft.

Commissions, Fees, and Other Important Disclosures

Like other brokers, The Baldwin Group West LLC is compensated in a variety of ways, including commissions and fees paid by insurance company partners and fees paid by clients. The Baldwin Group West LLC may receive compensation through one or a combination of the payment methods listed below, in compliance with applicable State laws and regulations.

View full Transparency Disclosure Here: <https://baldwinriskpartners.com/transparency-disclosure/>

The coverage and limits presented in this proposal are a simplified outline of the respective insurance policies. The actual policies issued by the insurance company govern the coverage provided, and should be read for coverage terms, limits of liability, definitions and conditions pertaining to your specific insurance program.

This proposal is based on exposures to loss and other underwriting information provided by the client and made known to The Baldwin Group West LLC. You must report all additions or corrections to these exposures so we may arrange the proper coverage.

All property values used in this proposal were provided by the client and should be carefully reviewed and/or appraised for accuracy. Higher limits and additional coverages may be available upon request.

The Baldwin Group West LLC has attempted to place your insurance with markets that have displayed evidence of being properly managed and of strong financial condition. For more information about The Baldwin Group West LLC insurance carrier selection and monitoring, please refer to the section on Evaluating Financial Strength and Capacity of Insurance Markets. In the pages that follow, there may be proposals from companies that are identified as Non-admitted or Surplus Lines insurers. This designation means the insurance company is not licensed to do business in your state of domicile. The facts you should consider before placing coverage with a Non-admitted insurance company are as follows:

- If the insurance company becomes insolvent, the state insolvency fund will not cover any claims.
- Non-admitted carriers do not have to file their rates with the state and therefore their rates are not regulated.

IMPORTANT LEGAL DISCLAIMER: Please read the The Baldwin Group West LLC Resources Legal Disclaimer concerning the contents of this resource. The Resource Legal Disclaimer may affect your rights and applies to you regardless of the manner in which you have received the resource (e.g., from the website, email or otherwise). Your continued use or viewing of this resource constitutes your consent to the terms contained in the Resources Legal Disclaimer. The Resources Legal Disclaimer can be found at: <https://baldwinriskpartners.com/resources-disclaimer/>.

Please note that our firm does not follow up on late payments or notices of cancellation if our company partner bills you directly. This includes direct billed finance policies. Payments should be made in a timely manner to avoid cancellation and a lapse in coverage.

Client Authorization to Bind

To: The Baldwin Group West LLC
15901 Red Hill Ave, Ste 100
Tustin, CA 92780

Re: Insurance Proposal

Please Check:

After careful review of your proposal dated 9/25/2025 we have decided to accept your proposal as presented.

After careful review of your proposal dated 9/25/2025 we have decided to accept your proposal with the changes noted below.

Change Request Notes:

Please have binder(s) and invoice(s) prepared for the agreed upon coverage.

Jane Gothold

Policyholder/Applicant's Signature

Jane Gothold

Print Name

10/02/2025

Date

B. Information Item(s)

B.1 OFY-SG Charter Update



OFY - SAN GABRIEL REGION UPDATE October 2025



In This Issue: October 2025 Enrollment

<u>San Gabriel</u>	Month 1	Month 2	Month 3
Enrollment	103	101	101
SPED	21	20	24
ELL	11	10	10
Foster/Homeless	5	3	4

Student Academics

- Completed first trimester of SGI Classes; our second trimester is in full swing with ELA, math, science, Spanish, and CTE: Nursing and Cosmetology courses underway.
- Engineer and Design Challenge Elimination Round happened on Friday, October 24th with great success!
- OFY-SG is proud of it's increase on the CAASPP in ELA and Math and the school teams are deep diving into the data to understand trends, areas of strength, and areas of focus for the upcoming school year.



Options For Youth
Public Charter Schools
An Exclusive WCOA Partner!



Student Engagements

- **Student Groups**: CREW, ASB, Art Wellness, Field Sports, Esports
- **Past**: CSU Channel Islands Campus Tour, Aquarium of the Pacific tour, SpaceX tour, Museum of Tolerance tour, USC Campus Tour, Fall Harvest Candyland Dance, Pathways Washington DC trip, Engineering Design Challenge, Senior Interviews
- **Upcoming**: UC Riverside Campus Tour, SOFI Stadium Tour, Picture Day, San Gabriel Center Back to School Night



B.2 OFY-SG School Wellness Policy Progress to Goals Update



OPTIONS FOR YOUTH-SAN GABRIEL, INC.
A California Nonprofit Public Benefit Corporation

November 2025

Agenda Item: OFY-SG School Wellness Policy Progress to Goals Update

Purpose: The School has adopted a Wellness Policy which contains annual goals in various wellness related categories such as nutrition education, nutrition promotion, physical activity, physical education, and other school-based activities. The School will provide no less than one update per semester to the Board on progress made towards goal achievement.

Fiscal Impact: N/A

Superintendent's Recommendation: N/A

Proposed Motion: N/A

OFY-SG



WELLNESS UPDATE October 2025

Nutrition & Education

GOAL 1: The School will promote topics to include nutrition education, physical health and wellness, mental health and wellness, and community partnerships.

Our Wellness coordinator along with our school psychologist and school counselor have been leading our artful wellness group 2-3 times a month. Artful Wellness focuses on Mental Wellness Art Activities that give students a chance to express their emotions, build self-awareness, and learn healthy coping skills through creativity. Each month focuses on a different theme such as kindness, gratitude, or self-care and includes an art project and reflection to promote mental health, positivity, and connection within our school community. The focus for the month of September was Suicide Prevention, with the theme "You are not alone". One of the activities held was "Hope Rocks", in which students were given a stone on which they painted a word of affirmation. All the beautiful stones are now displayed throughout our center.



GOAL 2: The School will organize, promote, and execute a field trip to highlight ways to shop for grow foods as well as recipes for healthy cooking.

Our students participated on a field trip to the Farm at the Fairplex. Students were given the opportunity for hands-on exploration of local agriculture that promotes wellness and healthy eating. Students were able to engage in an immersive farm experience- tasting, touching, smelling, and harvesting seasonal fruits and vegetables to take home.

Physical Activity & Education

GOAL 1: The School will offer and promote student involvement in our sports program outside of regularly expected Physical Education requirements.

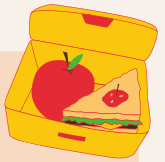
Our school continues to have successful sports participation. This semester included Boys Basketball, Girls Volleyball and cheer leading. Both our boys basketball and Girls volleyball teams have had a successful season.

GOAL 2: The School will offer grade appropriate Physical Education courses to all students.

We continue to promote and offer necessary physical education courses to all students. This semester students had the opportunity to participate in a yoga course as well.



Nutrition Promotion



GOAL:

The School will actively promote its meal program to all families with information provided in multiple languages disseminated by using various methods, including the School's website

The Breakfast and Lunch Meal Program was highlighted to all students and parents at Back to School Night, through the monthly newsletter, and daily announcements. Meals are fully accessible to students at the entrance of the school.

School Based Activities

GOAL: The School will hold a Field Day to promote social engagement and physical activity to all students.

The school participated in a field trip to SOFI Stadium. During this trip students had the opportunity to tour the state of the art venue. After the informative tour of the stadium all students had the opportunity to see team locker rooms and participate in field activities. Among those activities was the opportunity for student to engage socially by playing catch with a football, while some students chose to participate in the football kicking activity.

Boys Basketball



Girls Cheer

**B.3 OFY-SG Priority 1 Local Indicator Update:
2023-2024 Teaching Assignment Monitoring
Outcomes by Full-Time Equivalency**



OPTIONS FOR YOUTH- SAN GABRIEL, INC.
A California Nonprofit Public Benefit Corporation

November 2025

Agenda Item: OFY-SG Priority 1 Local Indicator Update: 2023-2024 Teaching Assignment Monitoring Outcomes by Full-Time Equivalency

Purpose: The Board will receive the OFY-SG Priority 1 Local Indicator Update: 2023-2024 Teaching Assignment Monitoring Outcomes by Full-Time Equivalency.

- The CDE recently released the 2023-24 Teaching Assignment Monitoring Outcomes (TAMO) by Full-Time Equivalency (FTE) data report on DataQuest September 2025. The CDE will report 2023-24 TAMO data for each LEA on the 2025 California School Dashboard as part of the Priority 1 Local Indicator. Since this information was unavailable during the June Board meeting when local indicators were reviewed, LEAs must report the 2023-24 TAMO data at the next available meeting of the governing board/body.
- The report provides FTE data for classroom-based teaching assignments reported by LEAs to the CDE through the California Longitudinal Pupil Achievement Data System (CALPADS). The CDE shares this data with the California Commission on Teacher Credentialing (CTC) for comparison against credential authorization data, as part of the annual assignment monitoring process through the California Statewide Assignment Accountability System (CalSAAS). This process evaluates whether teachers are authorized to teach their assigned courses based on their Statewide Educator Identification (SEID).

Data that will be reported publicly on the Fall 2025 California Dashboard

Appropriately Assigned Teachers			
Name	Total Teaching Full-Time Equivalent (FTE)	Clear (% of teaching FTE)	Comparison to Statewide Average
LEA - OFY San Gabriel	8.9	30.3%	Below
County - Los Angeles	62,099.3	83.4%	Above
State - California	278,927.1	82.5%	N/A

Fiscal Impact: N/A

Superintendent's Recommendation: N/A

Proposed Motion: N/A



Options For Youth San Gabriel

Priority 1 Local Indicator Update: 2023-24 Teaching Assignment Monitoring Outcomes (TAMO) by Full-Time Equivalency

The CDE recently released the 2023-24 Teaching Assignment Monitoring Outcomes (TAMO) by Full-Time Equivalency (FTE) data report on DataQuest. The CDE will report 2023-24 TAMO data for each LEA on the 2025 California School Dashboard as part of the Priority 1 Local Indicator. Since this information was unavailable during the June Board meeting when local indicators were reviewed, LEAs must report the 2023-24 TAMO data at the next available meeting of the governing board/body.

At OFY San Gabriel, we utilize a Local Assignment Option (LAO) for Alternative Settings as outlined in EC §44865. This provision serves as an 'umbrella' for our independent study programs, allowing instructors to hold a full teaching credential (preliminary or clear) without the need for specific subject matter credentials (e.g., math for math courses). This practice is permitted in California under the Education Code reference mentioned above for alternative settings. Using this report in the 2023-24 school year, all OFY San Gabriel teachers were appropriately assigned based on their credentials. All staff members meet the qualifications of their job duties.

2023-24 Teaching Assignment Monitoring Outcomes (TAMO) by Full-Time Equivalency								
Name	Total Teaching FTE	Clear	Out-of-Field	Intern	Ineffective	Incomplete	Unknown	N/A
OFY San Gabriel	8.9	30.3%	69.8%	0.0%	0.0%	0.0%	0.0%	0.0%
San Gabriel Unified	228.8	82.3%	4.4%	0.9%	7.4%	4.9%	0.0%	0.1%
Los Angeles	62,099.3	83.4%	4.0%	2.7%	6.1%	3.6%	0.0%	0.2%
Statewide	278,927.1	82.5%	4.3%	2.2%	6.0%	4.6%	0.1%	0.3%

This report provides FTE data for classroom-based teaching assignments reported by LEAs to the CDE through the California Longitudinal Pupil Achievement Data System (CALPADS). The CDE shares this data with the California Commission on Teacher Credentialing (CTC) for comparison against credential authorization data, as part of the annual assignment monitoring process through the California Statewide Assignment Accountability System (CalSAAS). This process evaluates whether teachers are authorized to teach their assigned courses based on their Statewide Educator Identification (SEID).

The report includes "ineffective" and "out-of-field" statuses as defined by the California ESSA Consolidated State Plan approved by the State Board of Education (SBE) in November 2019. These definitions are summarized on the CDE Updated Teacher Equity



Options For Youth San Gabriel

Priority 1 Local Indicator Update: 2023-24 Teaching Assignment Monitoring Outcomes (TAMO) by Full-Time Equivalency

Definitions webpage. The report shows the sum of FTE by Teaching Assignment Monitoring Outcome (AMO) for selected levels or entities.

Table Glossary based on the DataQuest Reporting page:

Clear: An assignment monitoring outcome of “clear” indicates that all relevant attributes or dimensions of the assignment were authorized by a clear or preliminary credential or authorized by a local assignment option (LAO) pursuant to Section 80005(b) of the California Code of Regulations [T5 §80005(b)] for specific state course codes where a credential or permit does not exist to authorize the indicated teaching assignment (e.g., student government or study hall.)

Full-Time Equivalency (FTE): The percentage of time spent working in a job classification (e.g., teacher) in relation to a full-time position (100% or 1.0 FTE). Employees who work full-time are generally counted as 1.0 FTE, and employees who work less than full-time are counted by the percentage of time they work (e.g., a half-time position is .50 FTE, a one-third position is .33 FTE, etc.).

Incomplete: An assignment monitoring outcome of “incomplete” indicates that missing or incorrect information about the assignment was reported to California Longitudinal Pupil Achievement Data System (CALPADS) by the local educational agency (LEA) which prevented a complete and accurate determination of the assignment authorization during the CTC assignment monitoring process. In some cases, the LEA or Monitoring Authority may have indicated that the assignment is appropriate; however, neither the CDE nor the CTC can validate the authorization basis for the assignment.

Ineffective: An assignment monitoring outcome of “ineffective” indicates that one or more relevant attributes of the assignment had no legal authorization from a permit, credential or waiver, or one or more relevant attributes of the assignment were authorized by the following limited permits:

- Provisional Internship Permits
- Short-Term Staff Permits
- Variable Term Waivers
- Substitute permits or Teaching Permits for Statutory Leave (TSPL) holders serving as the teacher of record

Intern: An “intern” teacher is defined as someone who has a bachelor’s degree and has demonstrated subject matter competency in the subject area(s) or for the student population associated with the assignment, and who holds an intern credential while they complete coursework requirements to obtain a preliminary credential.



Options For Youth San Gabriel

Priority 1 Local Indicator Update: 2023-24 Teaching Assignment Monitoring Outcomes (TAMO) by Full-Time Equivalency

N/A: An assignment monitoring outcome of “N/A” indicates that the assignment either required no authorization or evaluation of the authorization was not applicable given the state course code or some other attribute of the assignment. This includes specific state course codes not evaluated during the assignment monitoring process conducted by the CTC (e.g., 9143, 9154, or 9215) or because the assignment was an online, learner-led course in which the student sets the pace of instruction, and where content and instruction are provided solely by the online application.

Out-of-field: An assignment monitoring outcome of “out-of-field” indicates that one or more relevant attributes of the assignment were authorized by the following limited permits:

- General Education Limited Assignment Permit (GELAP)
- Special Education Limited Assignment Permit (SELAP)
- Short-Term Waivers
- Emergency English Learner or Bilingual Authorization Permits
- Local Assignment Options (except for those made pursuant to T5 §80005(b))

Unknown: An assignment monitoring outcome of “unknown” indicates that insufficient information about the assignment was reported to CALPADS by the LEA which resulted in an “unknown” determination of the assignment authorization during the CTC assignment monitoring process.

B.4 OFY-SG Educator Effectiveness Funds (“EEF”) Expenditure Report Update



OPTIONS FOR YOUTH – SAN GABRIEL, INC.
A California Nonprofit Public Benefit Corporation

November 2025

Agenda Item: OFY-SG Educator Effectiveness Funds (“EEF”) Expenditure Report Update

Purpose: The Board will receive the OFY-SG Educator Effectiveness Funds (“EEF”) Expenditure Report Update.

Options for Youth-San Gabriel received one-time Educator Effectiveness Funds in the amount of \$162,438, which must be spent by June 30, 2026. The purpose of these funds is to provide professional learning for teachers, administrators, and staff in order to promote educator equity, quality, and effectiveness. The Board approved the EEF expenditure plan in March 2023. The allowable uses of EEF include the following:

- Coaching and mentoring of staff serving in an instructional setting, and beginning teacher or administrator induction
- Practices to create a positive school climate, such as restorative justice, training around implicit bias, and providing positive behavioral supports
- Instruction and education to support implementing effective language acquisition programs for English learners

Fiscal Year	Funds spent
2021-22 Expenditures	\$0.00
2022-23 Expenditures	\$0.00
2023-24 Expenditures	\$12,496.49
2024-25 Expenditures	\$12,757.78
Total Reported funds overall	\$25,254.27
Total Funds Remaining	\$149,941.51

Presented to you this evening is the 2024-2025 Educator Effectiveness Report that was submitted to the CDE on September 3, 2025.

Fiscal Impact: \$162,438.00

Superintendent’s Recommendation: N/A

Proposed Motion: N/A



2024–25 Educator Effectiveness Funds (EEF) Report

Submission Record

Submission ID: 7514
Submission Date: Wednesday, September 3, 2025 1:56 PM PT

LEA: Options for Youth San Gabriel (CDS Code: 19752911996016)

EEF Overview and Contact Info

Total EEF Allocation

\$ 162,438.00

Previously Reported Expenditures:

\$ 12,496.49

Remaining EEF Funds:

\$ 149,941.51

Program Administrator

Please note the Program Administrator’s email address will be used to notify the local educational agency (LEA) that your report has been received by the California Department of Education (CDE) after you submit.

First Name	Jeff
Last Name	Moreno
Title	Assistant Principal of Instructional Operations
Office	215 S. Mission Dr., San Gabriel, CA 91776
Telephone Number	626-756-7216
Extension (Optional)	No response
Email *	jpmoreno@ofschools.org

* Please Note: This Program Administrator's email address will be used to notify the LEA that your report has been received by the CDE after you submit.

Fiscal Agent (Optional)

Please provide the name of the person who will serve as the Fiscal Agent of the EEF if this person is different from the Program Administrator. This person will be included on communications regarding budget and accounting for the EEF.

First Name	Alex
Last Name	Salazar
Title	Divisional Controler
Telephone Number	626-788-6291
Extension (Optional)	No response
Email	alexander@hello9dot.com

EEF Additional Services and Purchases

Please do not duplicate expenses. Please only add expenditures to this section **OR** the specific allowable use sections.

Books and Material Purchases

Identify purchases made with EEF that supported professional learning offerings. Only identify purchases in this category:

Purchase Type	Expenditure Amount
Books Please provide information about the materials purchased and the vendors they were purchased from: No response	\$ 0.00
Training Materials Please provide information about the materials purchased and the vendors they were purchased from: No response	\$ 0.00
Other Please provide information about the materials purchased and the vendors they were purchased from: No response	\$ 0.00
Current Year Purchases Total	\$ 0.00
Previously Submitted Purchases Total	\$ 0.00

Overall Purchases Total (All Reported Years)	\$ 0.00
---	---------

EEF Additional Expenditures

Please provide information about additional expenditures that were supported with the EEF:

Expenditure Type	Expenditure Amount
<p>Staffing Salaries and Benefits</p> <p>Please provide information about existing staff salaries that were supported with EEF as well as their titles and basic duties:</p> <p>No response</p>	\$ 0.00
<p>Travel and Per Diem</p> <p>Please provide expenditure amounts about existing staff travel expenditures that were supported by the EEF and adhere to the allowable uses.</p>	\$ 2,691.34
<p>Stipends</p> <p>Please provide expenditure amounts about existing staff stipends that were supported by the EEF and adhere to the allowable uses for training that occurs outside of the attendee's normal working/paid hours.</p> <p>(Please note: Do not use this category to report mentor stipends related to Teacher Retention Strategies, as you will report it later.)</p>	\$ 0.00
<p>Substitutes</p> <p>Please provide expenditure amounts for substitute costs that were supported by the EEF and allowed staff to attend trainings during the regular work day and adhere to the allowable uses of EEF.</p>	\$ 602.01
<p>Indirect Costs</p> <p>Please provide the total amount for indirect costs for 2023-24.</p> <p>Note: If this value is not applicable, please enter "0".</p>	\$ 0.00
Current Year Additional Total	\$ 3,293.35
Previously Submitted Additional Total	\$ 0.00
Overall Additional Total (All Reported Years)	\$ 3,293.35

Major Activities Supported by EEF

What were your major activities that were supported by the EEF:

Professional learning for certificated teachers, administrators, and certificated staff.

EEF Expenditure Category Selection

Please indicate which, if any, of the following categories had EEF expenditures for the current reporting year:

Fund Category	Were EEF Funds Expended?
Coaching and Mentoring	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Standards-Aligned Instruction	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Pupil Reengagement	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Pupil Wellbeing	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Positive School Climate	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Inclusive Practices	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
English Learner Programs	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Professional Learning Networks	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Ethnic Studies	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Early Childhood Development	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Teacher Retention Strategies	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Coaching and Mentoring

Please provide information on the total number of staff served by staff type:

Staff Type	Number of Staff Served
Teachers	3
Administrators	2
Paraprofessionals	0
Other Classified Staff	0
Total Number Served	5

Please provide details regarding EEF expenditures related to Coaching and Mentoring (Optional):

No response

Please provide expenditure amounts for each category of allowable uses listed below:

Expenditure Category	Expenditure Amount
Beginning Teacher Induction	\$ 0.00
Beginning Administrator Induction	\$ 4,750.00
Coaches and Mentors	\$ 0.00
Teacher Retention	\$ 0.00
Efforts To Diversify The Teacher Workforce	\$ 0.00
Please describe your efforts to diversify the teacher workforce through coaching and mentoring: No response	
Other Expenditures (Optional)	\$ 0.00
Current Year Expenditures Total	\$ 4,750.00
Previously Submitted Expenditures Total	\$ 5,645.08
Overall Expenditures Total (All Reported Years)	\$ 10,395.08

Were services provided by a vendor? Yes No

If "Yes," please include information about vendors and providers, and the services they offered:

The Association of California School Administrators provided programming for the Clear Administrator credential.

Standards-Aligned Instruction

Please provide information on the total number of staff served by staff type:

Staff Type	Number of Staff Served
Teachers	1
Administrators	0
Paraprofessionals	0

Other Classified Staff	0
Total Number Served	1

Please provide details regarding EEF expenditures related to Standards-Aligned Instruction (Optional):

No response

Please provide expenditure amounts for each category of allowable uses listed below:

Expenditure Category	Expenditure Amount
Effective standard-aligned instruction	\$ 857.28
Improve instruction in literacy across all subject areas	\$ 547.85
Coursework related to credentialing	\$ 0.00
Improve instruction in English language arts	\$ 0.00
Improve instruction in history-social science	\$ 0.00
Improve instruction in science, technology, engineering and mathematics (STEM)	\$ 0.00
Improve instruction in computer science	\$ 0.00
Improve instruction in the preschool learning foundations	\$ 0.00
Other Expenditures (Optional)	\$ No response
Current Year Expenditures Total	\$ 1,405.13
Previously Submitted Expenditures Total	\$ 1,008.22
Overall Expenditures Total (All Reported Years)	\$ 2,413.35

Were services provided by a vendor?

Yes No

If "Yes," please include information about vendors and providers, and the services they offered:

Get Your Teach On Conference - Researched based strategies to help build a successful, engaging, and rigorous teaching environment.

Practices to Promote Positive School Climate

Please provide information on the total number of staff served by staff type:

Staff Type	Number of Staff Served
Teachers	3
Administrators	1
Paraprofessionals	0
Other Classified Staff	0
Total Number Served	4

Please provide details regarding EEF expenditures related to Practices to Promote Positive School Climate (Optional):

No response

Please provide expenditure amounts for each category of allowable uses listed below:

Expenditure Category	Expenditure Amount
Restorative justice	\$ 0.00
Implicit bias training	\$ 0.00
Positive behavioral support training	\$ 0.00
Valuing diverse culture and ethnic backgrounds	\$ 2,442.47
Preventing discrimination, harassment, bullying, and intimidation	\$ 866.83
Efforts To Diversify The Teacher Workforce	\$ 0.00
Please describe your efforts to diversify the teacher workforce through practices to promote positive school climate: No response	
Other Expenditures (Optional)	\$ No response
Current Year Expenditures Total	\$ 3,309.30
Previously Submitted Expenditures Total	\$ 1,093.19
Overall Expenditures Total (All Reported Years)	\$ 4,402.49

Were services provided by a vendor?

Yes No

If "Yes," please include information about vendors and providers, and the services they offered:

Learning Forward Conference- brings together thought leaders, experts, researchers, and other practitioners to collaboratively share the latest learnings, knowledge, and techniques.

American School Counselor Association Conference - enhance school counseling knowledge, improve school counseling program, and network with other school counselors to discover best practices in the field.

Total EEF Expenditures for 2024-25

Total EEF Allocation

\$ 162,438.00

Previously Reported Expenditures:

\$ 12,496.49

Remaining EEF Funds:

\$ 149,941.51

Total EEF Expenditures for 2024-25

Fund Category	Category's Total Expenditures
Professional Learning Supplies	\$ 3,293.35
Coaching and Mentoring	\$ 4,750.00
Standards-Aligned Instruction	\$ 1,405.13
Pupil Reengagement	\$ 0.00
Pupil Wellbeing	\$ 0.00
Positive School Climate	\$ 3,309.30
Inclusive Practices	\$ 0.00
English Learner Programs	\$ 0.00
Professional Learning Networks	\$ 0.00
Ethnic Studies	\$ 0.00
Early Childhood Development	\$ 0.00
Teacher Retention Strategies	\$ 0.00
Total Reported 2024-25 Expenditures	\$ 12,757.78

If this LEA's Total Reported 2024-25 Expenditures value is \$0 (the above total), please provide narrative details as to why and when funds will be spent:
No response

Total EEF Expenditures for 2023-24

Fund Category	Category's Total Expenditures
Professional Learning Supplies	\$ 0.00
Coaching and Mentoring	\$ 5,645.08
Standards-Aligned Instruction	\$ 1,008.22
Pupil Reengagement	\$ 0.00
Pupil Wellbeing	\$ 0.00
Positive School Climate	\$ 1,093.19
Inclusive Practices	\$ 0.00
English Learner Programs	\$ 0.00
Professional Learning Networks	\$ 0.00
Ethnic Studies	\$ 0.00
Early Childhood Development	\$ 0.00
Teacher Retention Strategies	\$ 4,750.00
Total Reported 2023-24 Expenditures	\$ 12,496.49

Total EEF Expenditures for 2022-23

Fund Category	Category's Total Expenditures
Professional Learning Supplies	\$ 0.00
Coaching and Mentoring	\$ 0.00
Standards-Aligned Instruction	\$ 0.00
Pupil Reengagement	\$ 0.00
Pupil Wellbeing	\$ 0.00
Positive School Climate	\$ 0.00
Inclusive Practices	\$ 0.00
English Learner Programs	\$ 0.00
Professional Learning Networks	\$ 0.00
Ethnic Studies	\$ 0.00
Early Childhood Development	\$ 0.00
Teacher Retention Strategies	\$ 0.00

Total Reported 2022-23 Expenditures	\$ 0.00
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Total EEF Expenditures for 2021-22

Fund Category	Category's Total Expenditures
Professional Learning Supplies	\$ 0.00
Coaching and Mentoring	\$ 0.00
Standards-Aligned Instruction	\$ 0.00
Pupil Reengagement	\$ 0.00
Pupil Wellbeing	\$ 0.00
Positive School Climate	\$ 0.00
Inclusive Practices	\$ 0.00
English Learner Programs	\$ 0.00
Professional Learning Networks	\$ 0.00
Ethnic Studies	\$ 0.00
Early Childhood Development	\$ 0.00
Total Reported 2021-22 Expenditures	\$ 0.00

EEF Expenditures by Year

Total Reported 2021-22 Expenditures	\$ 0.00
Total Reported 2022-23 Expenditures	\$ 0.00
Total Reported 2023-24 Expenditures	\$ 12,496.49
Total Reported 2024-25 Expenditures (Current Year)	\$ 12,757.78
Total Reported Overall Expenditures	\$ 25,254.27

Electronic Signature

Signature by Authorizing Official

The authorizing official should type their name in the field below, which will serve as a signature that certifies agreement with this statement:

I hereby certify that, to the best of my knowledge, the information in this application is correct and complete. I support the proposed project and commit my organization to completing all of the tasks and activities that are described in the application.

Questions: Educator Effectiveness Funds 2021–2026 | EEF2021@cde.ca.gov | 916-445-7331

California Department of Education
1430 N Street
Sacramento, CA 95814

[Web Policy](#)

B.5 OFY-SG Financial Update



OPTIONS FOR YOUTH-SAN GABRIEL, INC.
A California Nonprofit Public Benefit Corporation

November 2025

Agenda Item: OFY-SG Financial Update

Purpose: The Board will receive a financial update for Fiscal Year 2025-2026.

- SB740 Report as of August 2025
- Detail Income Statement as of August 2025
- Variance Analysis Report as of August 2025
- Balance Sheet as of August 2025
- Cash Flow Forecast as of August 2025

Fiscal Impact: N/A

Superintendent's Recommendation: N/A

Proposed Motion: N/A

Company Period	Options for Youth Charters FY 2025/26 - August 2025	
Budgeted ADA	465.34	
P2 Projected ADA	465.34	
	Options For Youth - San Gabriel	
Ledger Account	Actuals + Forecast	% of Revenue
LCFF Transition (R6)	3,631,913	45.54%
Mandate Block (R7)	26,517	0.33%
EPA (R10)	1,962,310	24.60%
State Lottery (R11)	132,200	1.66%
In lieu Property Taxes (R12)	1,784,067	22.37%
Special Education (R17)	420,348	5.27%
State Restricted (R18)	18,435	0.23%
Revenue Subtotal	7,975,790	100.00%
Certificated Salaries & Benefits Subtotal	3,150,910	39.51%
Special Ed Expenses Subtotal	520,890	6.53%
Certificated Salaries & Benefits Subtotal	3,671,799	46.04%
Classified Salaries & Benefits (R30)	300,148	3.76%
Books, Supplies, & Equipment (R31)	115,430	1.45%
Contracts for Instructional Services - Special Education (R32)	3,414	0.04%
Contracts for Instructional Support (R33)	1,713,134	21.48%
All Other Instruction (R34)	746,081	9.35%
Subtotal Instruction and Related Services	6,550,007	82.12%
Services & Other Operating Costs (R39)	379,058	4.75%
Facilities Acquisition & Construction (R40)	10,000	0.13%
Subtotal Operations and Facilities	389,058	4.88%
Certificated Salaries & Benefits (R43)	921	0.01%
Non-Certificated Salaries & Benefits (R44)	5,110	0.06%
Books, Supplies & Equipment (R45)	(19)	(0.00%)
Contracts for Administrative Cost (R46)	61,738	0.77%
Supervisory Oversight (R47)	73,781	0.93%
All Other Administration (R48)	400,759	5.02%
Subtotal Administration & All Other Activities	542,291	6.80%
GAAP Excess Revenue or (Deficit)	494,435	6.20%
Fixed Assets Purchased	0	0.00%
Depreciation (R54)	77,713	0.97%
SB740 Excess Revenue or (Deficit)	572,147	7.17%
Revenue for Instructional	7,975,790	
Instructional	6,550,007	
Fixed Assets Purchased	0	
Allowable Facilities	51,466	
Total instructional with Allowable Facilities	6,601,473	82.77%

**Company
Period**

**Options for Youth Charters
FY 2025/26 - August 2025**

**Budgeted ADA
P2 Projected ADA**

**465.34
465.34**

Options For Youth - San Gabriel

Revenue for Certificated	7,975,790	
Certificated 35.25%/40.25% of Revenue	3,210,255	
B1A1 Certificated-Projected YTD	3,671,799	
Need to Spend or (Over Spent)	(461,544)	(5.79%)
Revenue for Instructional	7,975,790	
Instructional 60.25%/70.25%/80.25% of Revenue	3,190,316	
Total Instructional-Projected YTD	2,929,674	
Need to Spend or (Over Spent)	260,642	3.27%
Revenue for Instructional Total	7,975,790	
Instructional 60.25%/70.25%/80.25% of Revenue	6,400,571	
Total Instructional-Projected YTD	6,601,473	
Need to Spend or (Over Spent)	(200,902)	(2.52%)
Excess Revenue With Need to Spend (GAAP)	494,435	
% of Revenue	6.20%	
Excess Revenue With Need to Spend (SB740)	572,147	
% of Revenue	7.17%	
Projected Fund Balance	3,246,056	
% of Current Year Expenditures	43.39%	

Company for Financial Reports

Options For Youth - San Gabriel, Inc.

Period FY 2025/26 - August 2025
 Budgeted ADA 465.34
 P2 Projected ADA 465.34

Ledger Account	Revenue / Spend Category	07/2025				08/2025				Year to Date		09/2025	10/2025	11/2025	12/2025	01/2026	02/2026	03/2026	04/2026	05/2026	06/2026	Projected Actuals	% of Rev	
		Actuals	Actuals	CM Budget	CM Variance	Actuals	Budget	YTD Variance	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget			
70000:G&A Expense	SC088 Other G&A Expenses	755	1,157	0	(1,157)	1,912	0	(1,912)	0	0	0	0	0	0	0	0	0	0	0	0	0	1,912	0.02%	
70000:G&A Expense	SC132 Office Equipment leases/Rentals	434	347	0	(347)	782	0	(782)	0	0	0	0	0	0	0	0	0	0	0	0	0	782	0.01%	
70300:Dues & Subscriptions	SC099 Membership Fees	5,198	2,500	0	(2,500)	7,698	0	(7,698)	3,500	0	0	3,500	0	0	3,500	0	0	3,500	0	0	3,500	21,698	0.27%	
70620:Utilities	SC458 Remote Business Expense	150	90	300	210	240	600	360	300	300	300	300	300	300	300	300	300	300	300	300	300	3,240	0.04%	
Total Office Supplies		8,381	8,571	6,945	(1,626)	16,952	13,890	(3,062)	10,645	6,945	6,945	11,845	6,945	6,945	10,645	6,945	6,945	10,645	6,945	6,945	11,845	103,602	1.30%	
70000:G&A Expense	SC127 Conferences	0	168	0	(168)	168	0	(168)	3,250	0	0	3,250	0	0	3,250	0	0	3,250	0	0	3,250	13,168	0.17%	
70000:G&A Expense	SC129 Staff Development	702	2,264	3,000	736	2,966	6,000	3,034	3,500	3,000	3,000	3,500	3,000	3,000	3,500	3,000	3,000	3,500	3,000	3,000	3,500	34,966	0.44%	
70000:G&A Expense	SC131 Company Events	0	0	0	0	0	0	0	0	0	0	3,000	0	0	0	0	3,000	0	0	0	0	6,000	0.08%	
71100:Marketing	SC116 Business Promotion	5,000	110	0	(110)	5,110	0	(5,110)	2,400	0	0	2,400	0	0	2,400	0	0	2,400	0	0	2,400	14,710	0.18%	
71200:Travel & Entertainment	SC103 Parking & Tolls	0	132	19	(113)	132	38	(94)	19	19	19	19	19	19	19	19	19	19	19	19	19	322	0.00%	
71200:Travel & Entertainment	SC120 Travel - Airfare & Hotel	0	1,545	1,000	(545)	1,545	2,000	455	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	11,545	0.14%	
71200:Travel & Entertainment	SC121 Mileage	79	150	500	350	230	1,000	770	500	500	500	500	500	500	500	500	500	500	500	500	3,000	7,730	0.10%	
71200:Travel & Entertainment	SC122 Car Rentals	0	0	80	80	0	160	160	80	80	80	80	80	80	80	80	80	80	80	80	80	800	0.01%	
71200:Travel & Entertainment	SC123 Meals	130	255	400	145	385	800	415	400	400	400	400	400	400	400	400	400	400	400	400	400	4,385	0.05%	
Total Staff Programs		5,911	4,624	4,999	375	10,535	9,998	(537)	11,149	4,999	4,999	14,149	4,999	4,999	11,149	7,999	4,999	11,149	7,999	4,999	13,649	93,624	1.17%	
60000:Student Services	SC065 Program Non-Travel Meals	222	1,849	1,818	(31)	2,071	3,636	1,566	1,818	1,818	1,818	1,818	1,818	1,818	1,818	1,818	1,818	1,818	1,818	1,818	1,818	20,251	0.25%	
60000:Student Services	SC071 Student Supplies	136	2,156	600	(1,556)	2,292	17,600	15,308	600	600	600	747	747	747	747	747	747	13,000	14,000	14,000	14,000	34,827	0.44%	
60000:Student Services	SC460 Student Engagement Programs	0	0	0	0	0	0	0	10,000	0	0	10,000	0	0	10,000	0	0	10,000	0	0	10,000	40,000	0.50%	
60100:Program Equipment	SC253 Sports Equipment	0	0	0	0	0	0	0	0	0	0	3,000	0	0	2,000	2,000	2,000	2,000	2,000	2,000	20,000	29,000	0.36%	
60400:Curriculum		0	387	3,150	2,763	387	6,300	5,913	3,150	3,150	3,150	3,150	3,150	3,150	3,150	3,150	3,150	3,150	3,150	3,150	3,150	31,887	0.40%	
60600:Student Activities	SC276 Student Activities - College Tours, Experiential Trips	(22,900)	22,900	0	(22,900)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	169,736	169,736	2.13%
60600:Student Activities	SC278 Student Activities - Farm	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	17,794	0.22%	
60600:Student Activities	SC280 Student Activities - Graduation	0	2,820	2,500	(320)	2,820	5,000	2,180	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	27,820	0.35%	
60600:Student Activities	SC281 Student Activities - Sports	0	1,158	1,500	342	1,158	3,000	1,842	1,500	1,500	1,500	1,500	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	37,158	0.47%	
60600:Student Activities	SC282 Student Activities - Field Trips	(25)	2,197	5,850	3,653	2,172	11,700	9,528	8,100	5,850	5,850	8,100	5,850	5,850	8,100	5,850	5,850	8,100	5,850	5,850	8,100	69,672	0.87%	
60700:Student Travel Expenses	SC063 Program Transportation	5,330	11,633	7,500	(4,133)	16,963	15,000	(1,963)	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	91,963	1.15%	
63000:Consulting	SC328 CTE Services	0	0	0	0	0	0	0	35,000	0	0	0	85,000	35,000	0	0	0	0	0	0	0	155,000	1.94%	
63100:Educational Services - Add On	SC364 Curriculum Development	0	0	0	0	0	0	0	30,555	0	6,500	0	0	0	0	0	0	0	0	0	0	37,055	0.46%	
63100:Educational Services - Add On	SC367 Art Program Subscription Fees	(2,500)	2,500	0	(2,500)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00%
63100:Educational Services - Add On	SC370 Student Record Services	0	605	0	(605)	605	0	(605)	0	0	0	0	0	0	0	0	0	0	0	0	0	605	0.01%	
Total Student Programs		(19,737)	48,205	22,918	(25,287)	28,468	62,236	33,769	100,723	22,918	29,418	38,315	111,565	61,565	40,815	28,565	40,815	28,565	40,815	28,565	259,598	762,768	9.58%	
Total Expenses		840,242	658,015	546,731	(111,283)	1,498,257	1,598,164	99,907	681,485	660,774	521,631	566,588	617,748	487,920	503,167	472,033	488,240	983,511	7,481,355	93.80%				
Excess Revenue		1,973,134	227,698	318,452	(90,754)	2,200,832	2,082,490	118,342	(48,210)	25,934	176,970	(132,778)	39,013	(195,523)	(284,380)	(253,245)	(269,453)	(764,724)				494,435	6.20%	

Outstanding Credit Card Balance as of 08/31/2025 - \$113.21

Company for Financial Reports

Options For Youth - San Gabriel, Inc.

Period

FY 2025/26 - August 2025

Threshold

1% of YTD Total Expenses =

15,982

Ledger Account	Revenue / Spend Category	Year to Date			Comments
		Actuals	Budget	YTD Variance	
					- Nothing to report.

Options For Youth - San Gabriel, Inc.

Balance Sheet

FY 2526 - As of August 2025

Ledger Account	Current YTD
10000:Cash	2,681,919
12000:Accounts Receivable	5,447
11000:State Receivables	5,769,123
16500:Prepaid Expenses	104,321
15000:Fixed Assets	838,340
15500:Accumulated Depreciation	(657,193)
19700:Right-of-Use (ROU) Asset - Operating	1,141,180
19701:Right-of-Use (ROU) Accum Amort - Operating	(327,126)
Total Assets	9,556,011
20000:Accounts Payable	731,070
24000:Accrued Expenses	1,515,364
21000:Deferred Revenue	1,516,631
21700:ST Lease Liability - Operating	193,667
26700:LT Lease Liability - Operating	652,573
Total Liabilities	4,609,305
30000:Retained Earnings	2,200,832
30500:Retained Earnings - Prior Year	2,745,874
Total Net Assets	4,946,706
Total Liabilities and Net Assets	9,556,011

Options for Youth - San Gabriel, Inc.

Cash Forecast

Blue = Actual

	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26
Beginning Balance	2,137,526	2,086,221	2,700,153	2,225,544	2,410,125	2,246,364	1,965,616	1,993,791	1,818,708	1,559,679	1,518,047	1,300,678
Cash Inflows	1,199,621	1,065,780	351,743	989,531	550,967	550,967	914,353	550,967	504,374	716,205	522,886	522,886
Cash Disbursements	1,250,926	451,847	826,352	804,950	714,728	831,715	886,178	726,051	763,402	757,837	740,255	1,273,610
Ending Balance	2,086,221	2,700,153	2,225,544	2,410,125	2,246,364	1,965,616	1,993,791	1,818,708	1,559,679	1,518,047	1,300,678	549,954

Restricted Funds Summary (Incl. in Cash Bal.)	Apportioned Amount	Funds Received to Date	Balance of Funds Remaining	Date Funds to be Spent By
Educator Effectiveness - CC095	162,438	162,438	135,384	6/30/2026
A-G Completion Grant - CC115	180,298	180,298	119,190	6/30/2026
Ethnic Studies Block Grant - CC116	7,849	7,849	7,849	No Deadline
Learning Recovery Emergency Block Grant - CC119	844,998	844,998	801,400	6/30/2028
Arts, Music and Instructional Material Block Grant - CC134	361,800	361,800	352,255	6/30/2026
FY23/24 Prop 28 Arts and Music in Schools - CC144	57,916	57,916	57,572	6/30/2027
FY24/25 Prop 28 Arts and Music in Schools - CC144	37,787	30,906	37,787	6/30/2028
FY25/26 Prop 28 Arts and Music in Schools - CC144	46,185	-	46,185	6/30/2029
Total	1,699,271	1,646,205	1,557,623	

3-month Cash Need 2,018,172
Cash Reserve (875,641) - Need to build cash reserve.

Cash Out Average

1 month	672,724
2 months	1,345,448
3 months	2,018,172

**B.6 OFY-SG Public Hearing on the OFY-SG
College and Career Access Pathways (“CCAP”)
Partnership Agreement between Pasadena Area
Community College District and Options For
Youth-San Gabriel, Inc.**



OPTIONS FOR YOUTH - SAN GABRIEL, INC.
A California Nonprofit Public Benefit Corporation

November 2025

Agenda Item: OFY-SG Public Hearing on the OFY-SG College and Career Access Pathways (“CCAP”) Partnership Agreement between Pasadena Area Community College District and Options For Youth-San Gabriel, Inc.

Purpose: The Board will review and hold a public hearing to solicit the recommendations and comments of members of the public regarding the specific goals, actions, and expenditures proposed to be included in the OFY-SG College and Career Access Pathways (“CCAP”) Partnership Agreement between Pasadena Area Community College District and Options For Youth-San Gabriel, Inc.

OFY-SG recognizes the importance of supporting students who wish to advance in their studies and get an early start on their post-secondary education. In doing so, OFY-SG desires to enter into a Dual Enrollment CCAP Partnership Agreement with Pasadena Area Community College District for purposes of offering or expanding dual enrollment opportunities for students.

This agreement supports Senate Bill 1244 which encourages high schools and community colleges to develop pathways for students from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, or helping high school pupils achieve college and career readiness.

The school leadership team has worked with representatives from Pasadena Community College to develop a comprehensive course offering list. School administrators will decide which classes to offer in each semester depending on the needs of the students. Courses can be offered in person at the OFY-SG school site or online.

Fiscal Impact: The costs associated with this agreement are covered under the current budget. No additional financial impact is expected.

Superintendent’s Recommendation: Y

Proposed Motion: N/A

**MEMORANDUM OF UNDERSTANDING
REGARDING COLLEGE AND CAREER ACCESS PATHWAYS (CCAP)
PARTNERSHIP AGREEMENT
BETWEEN THE PASADENA AREA COMMUNITY COLLEGE DISTRICT
AND OPTIONS FOR YOUTH-SAN GABRIEL**

This College and Career Access Pathways Partnership Agreement ("AGREEMENT") is between the Pasadena Area Community College District ("PACCD") and Options For Youth-San Gabriel Charter School ("SCHOOL").

R E C I T A L S

WHEREAS, PACCD is a single college district whose mission includes providing educational programs and services that are responsive to the needs of the students and communities within the PACCD; and

WHEREAS, the parties desire to collaborate and provide college credit courses (collectively, "COURSES" or individually, a "COURSE") to the SCHOOL's students; and

WHEREAS, instruction will comply with the student selection standards, curriculum guidelines, recommendations, and procedures required under applicable laws and by PACCD policies; and

WHEREAS, the parties desire to enter into this AGREEMENT, which sets forth their mutual rights and responsibilities and governs their relationship regarding the COURSES; and

WHEREAS, this AGREEMENT contemplates that the parties will enter into a related Course Agreement ("CA") for the individual subject courses, that each CA will fully incorporate the terms of this AGREEMENT and that each CA will set out the necessary details specific to the COURSE; and

WHEREAS, the SCHOOL and the PACCD desire to continue the collaborative efforts highlighted in this AGREEMENT, within the guidelines of Education Code section 76004, for the purpose of expanding dual enrollment opportunities for students who may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career and technical education, preparation for transfer, improving high school graduation rates, and helping high school students achieve college and career readiness; and

WHEREAS, the parties intend for PACCD to report full-time equivalent students (FTES) and obtain state apportionment for the subject COURSES given through this AGREEMENT in accordance with California Code of Regulations, Title 5, sections 58050, 58051, and 58051.5, and Education Code section 76004;

NOW, THEREFORE, the parties mutually agree as follows:

TERMS OF AGREEMENT

1. Recitals.

The above recitals are incorporated herein and made a part of this AGREEMENT.

2. Effective Date and Duration.

The terms of this AGREEMENT shall be effective on the date authorized representatives of both parties sign it and continue in effect for five (5) years from that effective date or until duly modified or terminated by the parties.

3. Early Termination.

Either party may terminate this AGREEMENT at any time by providing 30 days written notice to the other party. The parties agree that if the termination notice occurs while students are currently enrolled in a CCAP partnership course, then the termination date will be the day after the course has been completed by enrolled students. The indemnification provisions contained in this AGREEMENT shall survive termination.

4. Course Agreements (CA)

The terms of this AGREEMENT are deemed to be part of and fully incorporated into any and all presently existing or future CAs pertaining to the COURSES unless expressly modified by a related CA. Related CAs will typically address the time, date, location, number of educational hours, PACCD credits offered, number of students, and other specifics related to each COURSE. The terms of this AGREEMENT may be modified by individual CA as necessary, if executed in writing by both parties, and will be presented as an annual APPENDIX.

5. Certifications for State Apportionment Purposes

5. A. The PACCD certifies that it does not receive full compensation for the direct education costs of the COURSES under this AGREEMENT from any public or private agency, individual or group.

5. B. Pursuant to Education Code Section 76004(o), the PACCD will limit enrollment in a COURSE solely to eligible SCHOOL students if the COURSE is offered at the school site campus, either in person or using an online platform, during the regular school day and the COURSE is offered pursuant to this AGREEMENT.

5. C. SCHOOL agrees and acknowledges that PACCD will claim apportionment for the students enrolled in COURSES under this AGREEMENT.

5. D. PACCD certifies that a COURSE offered by PACCD at the SCHOOL campus does not reduce the same access to the same course offered by PACCD.

5. E. PACCD certifies that a PACCD course that is oversubscribed or has a waiting list

shall not be offered as a result of this AGREEMENT.

5. F. PACCD certifies that participation in the AGREEMENT is consistent with the core mission of the PACCD pursuant to Education Code section 66010.4 and that students participating under this AGREEMENT will not lead to enrollment displacement of otherwise eligible adults in the PACCD.

5. G. Both the SCHOOL and PACCD certify that any pretransfer-level course taught by community college faculty at the SCHOOL shall be offered only to high school students who do not meet their grade level standard in mathematics, English, or both on an interim assessment in grade 10 or 11, as determined by the SCHOOL, and shall involve a collaborative effort between high school and community college faculty to deliver an innovative pretransfer course as an intervention in the student junior or senior year to ensure that the student is prepared for college-level work upon graduation.

5. H. The SCHOOL and PACCD certify that they will comply with local collective bargaining agreements and all state and federal reporting requirements regarding federal teacher mandates and the qualifications of the faculty member teaching a COURSE under any CA outlined within this AGREEMENT.

5. I. The SCHOOL and the PACCD certify that any PACCD instructor teaching a COURSE at the School has not displaced or resulted in the termination of an existing SCHOOL teacher teaching the same type of course on that high school campus as required by Education Code §76004(i).

5. J. The SCHOOL and the PACCD certify that any PACCD instructor teaching a COURSE offered for the college credit at the SCHOOL has not displaced or resulted in the termination of an existing community college faculty person teaching the same course at the partnering community college campus as required by Education Code §76004(j).

6. Regulatory Requirements for State Apportionment Purposes Applicable to All COURSES Conducted Under the Terms of This AGREEMENT. These provisions may not be voided, modified, nor waived by a related CA unless otherwise expressly provided herein:

6. A. Responsibilities of Each Party. PACCD policies and procedures apply and PACCD is responsible for the COURSES. The COURSES will comply with all applicable regulations, procedures, prerequisites, and standards applicable to PACCD, as well as any corresponding local policies, practices, and requirements of the SCHOOL.

6. B. Enrollment Period. PACCD shall determine the enrollment period in accordance with its guidelines, policies, pertinent statutes, and regulations.

6. C. Number of Course Hours Sufficient to Meet the Stated Performance Objectives. PACCD will determine the performance objectives for each of the COURSES and the number of course hours necessary to meet the performance objectives. The

performance objectives and corresponding course hours shall be specified in the related CA.

6. D. Supervision and Evaluation of Students. Supervision and evaluation of students shall be in accordance with PACCD guidelines, policies, pertinent statutes, and regulations. During the hours of instruction, all students will be under the immediate supervision of an employee of PACCD. For purposes of this paragraph, all SCHOOL employees who are teaching the COURSES shall be deemed to be employees of PACCD.

6. E. 1. Withdrawal Prior to Completion of the Course. A student's withdrawal prior to completion of the COURSES shall be in accordance with PACCD guidelines, policies, pertinent statutes and regulations.

6. E. 2. Students that withdraw from a COURSE pursuant to this AGREEMENT will not receive any PACCD credit for their work completed and must submit their withdrawal before any withdrawal deadlines established by PACCD and listed on the CA.

6. F. Right to Control and Direct Instructional Activities. PACCD is responsible for the COURSES and has the sole right to control and direct the instructional activities of all instructors, including those who are also SCHOOL personnel.

6. G.1. Minimum Qualifications for Instructors Teaching Courses. All instructors who are selected to teach a COURSE under this AGREEMENT and listed under the CA shall meet the qualification requirements of all applicable laws, including Title 5 of California Code of Regulations, sections 53410 and 58060.

6. G. 2. All instructors shall either (1) meet the minimum qualifications to provide instruction in a California community college, or (2) have been approved to teach based on equivalency procedures highlighted within PACCD's AP 7211(1). The minimum qualifications shall be consistent with the requirements in other similar courses offered by PACCD and shall be published or otherwise listed by PACCD.

6. G. 3. Instructors who teach a COURSE under this AGREEMENT must provide the supervision and control reasonably necessary for the protection of the health and safety of students and may not have any other assignment duty during the instructional activity. The instructor must be physically present in the classroom or laboratory or within line of sight of the students as required in Title 5, Section 58056.

6. H. Facilities. SCHOOL will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the contemplated instruction and do so without charge to PACCD or students. SCHOOL agrees to clean, maintain, and safeguard SCHOOL's premises. SCHOOL warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes.

6. I. Equipment. SCHOOL will furnish, at its own expense, all course materials, specialized equipment, and other necessary equipment for all SCHOOL students. The parties understand that such equipment and materials are SCHOOL's sole property. The instructor shall determine the materials to be used during each of the COURSES. DISTRICT understands that no equipment or materials fee may be charged to students.

6. J. Textbooks and Materials. Students participating in a COURSE under this AGREEMENT will not be charged for textbooks, equipment, and materials. The SCHOOL shall take on all costs associated with instruction materials including but not limited to textbooks, equipment, and supplies and other instructional materials as required to support COURSES under this AGREEMENT for participating school students. PACCD faculty, through local academic senate, discipline committees, and collegial conversations, will explore ways to minimize the cost of textbooks and instructional materials. All instructional equipment and materials needed for the courses will be listed within the CA.

6. K. Enrollment. Enrollment shall be open to any student of SCHOOL who has been admitted to PACCD and meets all applicable prerequisites or other limitations of enrollment. Parental consent is required for SCHOOL students to enroll in the COURSES, but students are only required to submit one parental consent form and principal recommendation for the duration of the student's participation in the COURSES.

PACCD will be responsible for processing student applications. PACCD will provide the necessary admission forms and procedures, and both PACCD and SCHOOL will jointly ensure that each applicant accepted has met all the enrollment requirements, including liability and medical care coverage requirements, if any.

PACCD will ensure that each student completes the admissions procedure, the course enrollment process, and otherwise process student applications and enroll students in the COURSES, as appropriate. SCHOOL will assist PACCD as necessary. A successful enrollment requires that each student has completed an enrollment application provided by PACCD, the application has been delivered to and accepted by PACCD's Admissions and Records Office, all enrollment and other applicable fees have been paid, and the applicant has met all other applicable requirements.

6. L. Fees. Pursuant to PACCD Board Policy (Education Code Section 76300(f)), PACCD will waive all the fees for students who are Special Part-time or Special Full-time students (Education Code § 76001). SCHOOL students shall not be assessed any fee for participation in the COURSES that is prohibited by Education Code Section 49011.

6. M. Students participating in COURSES under this AGREEMENT may enroll in up to a maximum of 15 units per term, provided that: 1) the units constitute no more than four community college courses per term, 2) the courses are provided under this Agreement, and 3) the units are designed to award students with both a high school diploma and an associate degree or certificate or a credential (Education Code section

76004(p)).

6. N. Records of Student Attendance and Achievement. All records of student attendance and achievement shall be submitted to PACCD at the end of each term, or upon demand, and shall be maintained by PACCD.

6. O. Ancillary Support Services for Students. As required by Accrediting Commission for Community and Junior Colleges, PACCD shall ensure that students enrolled in the COURSES are provided ancillary and support services as may be needed, including but not limited to counseling, guidance, and placement similar to students registered for courses at satellite campuses.

6. P.1. Grades. Grades earned by students enrolled in the COURSES pursuant to this AGREEMENT will be posted on the official PACCD transcripts. Students are eligible to request a grade of PASS/NO Pass or Credit/No Credit if the course is eligible for this as noted in the college catalog. Courses offered through the Noncredit Division do not receive college credit and will appear on a separate transcript.

6. P.2. Withdrawals. If a student drops a class listed under this AGREEMENT, the dropped courses will appear on the PACCD transcript in accordance with PACCD policies and procedures. The same dropped course will not appear on the SCHOOL transcripts.

6. P.3. Course Standards. Students enrolled in any of the COURSES under this AGREEMENT will be held to the same standards of achievement/grading requirements/assessment processes/behavior as other students earning credit within PACCD and as determined by PACCD.

7. Protocol for Information Sharing and Record Keeping:

7. A. Personally Identifiable Information. Any education record or personally identifiable information pertaining to any SCHOOL student taking COURSES under this AGREEMENT shall be exchanged between the SCHOOL and PACCD in compliance with the Family Educational Privacy Rights Act (FERPA), Education Code Sections 76200-76246, and the PACCD Board Policies and Administrative Procedures. Education records and personally identifiable information regarding SCHOOL students shall be shared between the points of contact identified as Liaisons within this AGREEMENT. To the extent necessary, PACCD is deemed to be performing an institutional service or function on behalf of the SCHOOL for purposes of FERPA, thereby allowing PACCD to access personally identifiable information from student records of the SCHOOL without parental consent.

7. B. Data Breach. In the event of a confirmed data breach where sensitive, confidential, or otherwise protected student data has been accessed and/or disclosed in an unauthorized fashion, the PACCD shall notify the SCHOOL in writing of the breach and, in accordance with California and federal laws, take all necessary steps to respond

to and mitigate the effects of such breach.

7. C. 1. PACCD and SCHOOL understand and agree that education records of students enrolled in COURSES under this AGREEMENT and personally identifiable information contained in those educational records are subject to the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 C.F.R. Part 99. PACCD and SCHOOL agree to hold all student education records generated pursuant to this AGREEMENT in strict confidence and further agree not to re-disclose such records except as authorized by applicable law or regulation or by the parent or guardian's prior written consent.

7. C. 2. Limitation on Use. PACCD and SCHOOL shall use each student education record that they may receive pursuant to this AGREEMENT solely for a purpose(s) consistent with student authority to access that information pursuant to federal and state law, as applicable.

7. C. 3. Recordkeeping Requirements. PACCD and SCHOOL shall comply with the requirements governing maintenance of records of each request for access to and each disclosure of student education records set forth under Title 34, Code of Federal Regulations §99.32.

7. C. 4. Acknowledgment of Receipt of Notice of FERPA Regulations. By signature of its authorized representative or agent on this AGREEMENT, PACCD and SCHOOL hereby acknowledge that they had been provided with the notice required under 34 C.F.R. §99.33(d) that they are strictly prohibited from re-disclosing student education records to any other person or entity except as authorized by applicable law or regulation or by the parent or guardian's prior written consent.

7. D. Records of student's attendance and achievement for all SCHOOL students who enroll in a COURSE under a signed CA shall be maintained by the SCHOOL on StudenTrac and by the PACCD on BANNER, or another agreed upon system.

8. Annual Reporting to the State:

8. A. On or before January 1 of each year of this AGREEMENT, PACCD shall submit a report to the State Chancellor on data from the SCHOOL. The report shall state: 1) the total number of SCHOOL students, by school site, taking COURSES under this AGREEMENT, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws; 2) the total number of community college COURSES offered under this AGREEMENT by course category and type and by school site; 3) the total number and percentage of successful COURSE completions, by COURSE category and type and by school site; 4) the total number of full-time equivalent students generated through COURSES offered under this AGREEMENT; and 5) the total number of full-time equivalent students served online. By October 1 of each year of this AGREEMENT, the Liaisons from both PACCD and SCHOOL shall communicate and commence the preparations of the report.

8. B. The SCHOOL will assume reporting responsibilities pursuant to applicable federal teacher quality mandates. PACCD will be the employer of record for purposes of assignment monitoring and reporting to the county office of education.

9. Liaisons.

At no cost to the SCHOOL, PACCD will provide the services of a staff member who will facilitate coordination and cooperation between PACCD and the SCHOOL. PACCD will provide SCHOOL personnel with reasonable assistance, direction and instruction in how to fulfill their responsibilities under this AGREEMENT, including conducting appropriate student assessments, outreach/recruitment activities and the PACCD's application procedures.

SCHOOL LIAISON:

NAME: Charles Pak

TITLE: Asst. Superintendent of Instruction

EMAIL: cpak@ofy.org

ADDRESS: 215 S Mission Dr., San Gabriel, CA 91776

PACCD LIAISON:

NAME: Raquel Torres-Retana, Ed.D.

TITLE: Dean

EMAIL: rtorresretana@pasadena.edu

ADDRESS: 1507 E. Colorado Blvd. Pasadena, CA 91106

10. Support Staff. These provisions may not be voided, modified, or waived by a related CA unless otherwise expressly provided herein:

10. A. SCHOOL to Provide Support Services. Unless otherwise provided for in a related CA, SCHOOL will provide personnel to perform clerical services and services associated with outreach activities, recruiting students, assessing students, processing student applications, enrolling qualified students, and other related services as may be necessary.

10. B. SCHOOL is Responsible for its Personnel. SCHOOL's personnel will perform these services on duty time. SCHOOL personnel performing these services will be employees solely of SCHOOL, subject to the authority of SCHOOL.

10. C. Students enrolled in COURSES pursuant to this AGREEMENT will be eligible for student support services at all available PACCD locations.

10. D. Students enrolled in COURSES pursuant to this AGREEMENT who qualify for special services or programs and receive priority registration at PACCD may receive special accommodations by PACCD in direct consultation with the SCHOOL.

10. E. 1. A student taking COURSES under this AGREEMENT with an Individualized

Education Program (“IEP”) or 504 Plan with the SCHOOL may request accommodations for their disability to participate in the educational programs and activities required by the COURSE and/or by PACCD. Accommodations required by law or SCHOOL policy may be provided through the SCHOOL in consultation with PACCD's Lancer Accessibility Resource Services (LARS). In order to best support the student, the SCHOOL or student will provide a copy of the student's current IEP or 504 plan to PACCD's LARS Office.

10. E. 2. Students participating in COURSES under this AGREEMENT may request services from PACCD's LARS office. In order to be considered for services by the LARS office, students need to follow the required process for all PACCD students and described by the LARS office.

11. Instructors. These provisions may not be voided, modified, or waived by a related CA unless otherwise expressly provided herein:

11. A. PACCD certifies that no PACCD or community college instructor who has been convicted of any sex offense, as defined in Education Code Section 87010, or any controlled substance offense as defined in Education Code Section 87011, shall be retained by PACCD to teach any COURSE on any of the SCHOOL grounds.

11. B.1.A. PACCD will select instructors for the COURSES using the adopted faculty selection process under the PACCD Administrative Procedures listed in AP 7212 and AP 7210.

11. B.1.B. PACCD may select instructors from SCHOOL personnel. SCHOOL employees interested in becoming PACCD faculty must follow the standard hiring procedures adopted by PACCD.

11. B.2.A. The instructor listed on the CA will remain an employee of PACCD while teaching a COURSE under the terms of this AGREEMENT and subject to the authority of the PACCD. PACCD will exercise this authority in consultation with the SCHOOL.

11. B.3. Any SCHOOL personnel interested in serving as an Instructor under this AGREEMENT will only serve as a PACCD instructor outside of their SCHOOL contract hours.

11. C. PACCD Shall Determine Instructor Requirements. PACCD shall determine the number of instructors, the ratio of instructors to students, and the subject areas of instruction consistent with the requirements in other similar courses offered by PACCD.

11. D. Faculty Evaluation. An instructor's performance shall be evaluated by PACCD using the PACCD's evaluation process and standards for part-time and/or full-time faculty evaluation listed in the applicable agreement between PACCD and the bargaining unit.

11. E. PACCD Instructors selected to teach a COURSE under this AGREEMENT shall be compensated at the rate established under the applicable agreement between PACCD and the bargaining unit.

11. F.1. Prior to teaching a COURSE pursuant to this AGREEMENT, an instructor provided by the SCHOOL shall receive discipline-specific information from PACCD that is similar to the information provided to any new Part-Time or Full-time instructor of PACCD regarding, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy, testing and grading procedures, record keeping, and other instructional responsibilities.

11. F.2. SCHOOL personnel selected to teach a COURSE under this AGREEMENT shall not have any other assigned duty while course instruction is taking place.

11. G. Substitute Instruction. In such case as a substitute instructor is needed to cover the instructor on record during instructional time, PACCD will provide the substitute instructor and will ensure that the instructor has met all of the requirements as outlined within this AGREEMENT.

12. Courses.

12. A. Courses Offered. PACCD and the SCHOOL will determine which COURSES will be offered under this AGREEMENT. PACCD and the SCHOOL shall add an APPENDIX to this AGREEMENT that shall list the courses, location, term dates, student enrollment and estimated FTES as required by Education Code 76004. No Physical Education courses shall be offered.

12. B. Each COURSE shall be offered for the purpose of: 1) preparing students for transfer; 2) improving high school graduation rates; 3) helping high school students achieve college and career readiness; or 4) offering or expanding dual enrollment opportunities for students who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless career technical education pathways from high school to community college. Course offerings may include PACCD non credit education.

12. C. COURSES Request. COURSES offered pursuant to this AGREEMENT shall go through the approval process which includes review and consideration by the SCHOOL Liaison before submitting the course request to the PACCD Liaison for consideration by the division dean.

12. D. Credit. Students may receive PACCD credit and high school credit for PACCD courses that he/she/they complete, as determined to be appropriate by the governing boards of the SCHOOL and the PACCD, and in accordance with Education Code Sections 48802 and 76001(c) and other state and federal laws.

12. E. Apportionment/ADA. The PACCD may include the student's enrollment in COURSES under this AGREEMENT in its report of full-time equivalent students (FTES) for the purpose of receiving state apportionment, so long as the COURSE complies with the current requirements of Education Code Section 76004 and other applicable laws.

12. F. As part of this AGREEMENT, PACCD shall not provide physical education course opportunities to high school students or any other course opportunities that do not assist in the attainment of the goals in Section 12.B. herein.

12. G. A community college course offered for college credit at the partnering high school campus does not reduce access to the same course offered at the partnering community college campus.

13. Facilities.

The parties contemplate that, primarily, the facilities of the SCHOOL will be utilized to carry out the goals of this AGREEMENT and any related CA, although from time to time PACCD facilities may be utilized subject to mutual agreement by the parties as expressed in a related CA. SCHOOL agrees to defend, hold harmless, and indemnify PACCD and its governing board, officers, employees, administrators, independent contractors, subcontractors, and other representatives from all damages, losses, or expenses, including litigation costs such as attorney's fees and costs, should a student, instructor, or third party be injured as a result of or connected with the condition of the SCHOOL's premises, in whole or in part, except to the extent caused by the negligent, wrongful, or willful acts or omissions of PACCD or its governing board, officers, employees, administrators, independent contractors, subcontractors, and other representatives. PACCD agrees to defend, hold harmless, and indemnify the SCHOOL and its governing board, officers, employees, administrators, independent contractors, subcontractors, and other representatives from all damages, losses, or expenses, including litigation costs such as attorney's fees and costs, should a student, instructor, or third party be injured as a result of or connected with the condition of the PACCD's premises, in whole or in part, except to the extent caused by the negligent, wrongful, or willful acts or omissions of the SCHOOL or its governing board, officers, employees, administrators, independent contractors, subcontractors, and other representatives. This indemnity shall survive termination of this AGREEMENT and is in addition to any other rights, or remedies PACCD may have under law or otherwise.

14. Workers' Compensation.

PACCD shall be the employer for all its personnel who perform services as instructors and liaison services under this AGREEMENT. PACCD shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective PACCD personnel made in connection with performing services under this AGREEMENT or any related CA. PACCD agrees to hold harmless, indemnify, and defend SCHOOL from any liability resulting from its failure to process,

investigate, defend, or pay any workers' compensation claims by PACCD personnel connected with providing services under this AGREEMENT or any related CA. These provisions may not be voided, modified, or waived by a related CA.

15. Indemnification.

15. A. SCHOOL shall defend, hold harmless, and indemnify PACCD, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorney fees and costs, including but not limited to consequential damages, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with the its responsibilities hereunder that may arise out of or result from, in whole or in part, the negligent, wrongful, or willful acts or omissions of SCHOOL, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

15. B. PACCD shall defend, hold harmless, and indemnify SCHOOL, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorney fees and costs, including but not limited to consequential damages, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its responsibilities hereunder that may arise out of or result from, in whole or in part, the negligent, wrongful, or willful acts or omissions of PACCD, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

15. C. This indemnity shall survive termination of this AGREEMENT or any related CA and is in addition to any other rights or remedies that SCHOOL or PACCD may have under law and/or otherwise.

15. D. These provisions may not be voided, modified or waived by any related CA.

16. Insurance Requirements.

16. A. Each party shall obtain, pay for, and maintain in effect during the life of this AGREEMENT the following policies of insurance issued by an insurance company rated not less than "A" in A.M. Best Insurance Rating Guide and admitted to transact business in California: (1) commercial general liability (including contractual, products, and completed operations coverages, bodily injury, and property damage liability) with single combined limits not less than \$1,000,000 per occurrence; (2) commercial automobile liability for "any auto" with combined single limits of liability not less than \$1,000,000 per occurrence; (3) professional liability (errors and omissions) with a limit of liability not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law.

16. B. Each party's policy(ies) shall contain an endorsement naming the other party as an additional insured insofar as this AGREEMENT is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change, or reduction in a party's coverage, that party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy.

16. C. Nothing in this section concerning minimum insurance requirements shall reduce a party's liability or obligations under the indemnification provisions of this AGREEMENT.

16. D. The SCHOOL acknowledges that PACCD is permissibly self-insured under California law.

16. E. These provisions may not be voided, modified or waived by a related CA.

17. Discrimination and Harassment.

Each party agrees that during the performance of this AGREEMENT, PACCD and the School shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. PACCD and the School shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. PACCD and the School shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.).

18. Background Checks.

PACCD shall require its employees who interact with SCHOOL students, outside of the immediate supervision and control of student's parent/guardian or a SCHOOL employee, to complete a criminal background check through the Department of Justice in accordance with Education Code section 45125.1. PACCD certifies that these individuals have not been convicted of a violent or serious felony as defined under Education Code section 45122.1. Any PACCD employee, agent, or contractor who has been convicted of one of these crimes is not permitted to interact with SCHOOL students, unless an exception applies. PACCD shall be solely responsible for any and all costs associated with such background checks.

19. Tuberculosis Screenings.

PACCD shall require its employees who will have frequent or prolonged contact with SCHOOL students to submit results of a recent tuberculosis risk assessment and, if

necessary, a tuberculosis examination. PACCD shall be solely responsible for any and all costs associated with such risk assessments or examinations.

20. Entire Agreement.

This AGREEMENT and any related CAs constitute the entire agreement between the parties with regard to the COURSES and supersede any prior or contemporaneous understanding or agreement. No party has been induced to enter into this AGREEMENT by, nor is any party relying on, any representation or promise outside those expressly set forth in this AGREEMENT and any related CA.

21. Amendment.

The provisions of this AGREEMENT may be modified only by mutual agreement by the parties. No modification shall be binding unless it is in writing and signed by the party against whom enforcement of the modification is sought.

22. Waiver.

Unless otherwise precluded by the terms of this AGREEMENT, terms or conditions may be waived by the party entitled to the benefit of the term or condition, but no such waiver shall affect or impair the right of the waiving party to require observance, performance, or satisfaction of that term or condition as it applies on a subsequent occasion.

23. Assignment.

Neither party may assign any rights or benefits or delegate any duty under this AGREEMENT without the written consent of the other party. Any purported assignment without written consent shall be void.

24. Parties in Interest.

Nothing in this AGREEMENT, whether express or implied, is intended to confer any rights or remedies under or by reason of this AGREEMENT on any person other than the parties to it and their respective successors and assigns, nor is anything in this AGREEMENT intended to relieve or discharge the obligation or liability of any third person to any party to this AGREEMENT, nor shall any provision give any third person any right to subrogation or action against any party to this AGREEMENT.

25. Severability.

If any provision of this AGREEMENT is held by an arbitrator or court of competent jurisdiction to be invalid or unenforceable, the remainder of the AGREEMENT shall continue in full force and effect and shall in no way be impaired or invalidated.

26. Notices.

Any notice under this AGREEMENT shall be in writing, and any written notice or other document shall be deemed to have been duly given on the date of personal service on the parties or on the second business day after mailing if the document is mailed by registered or certified mail, addressed to the parties at the addresses set forth below, or

at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that mailings be done by registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee.

27. Authority to Enter Into AGREEMENT.

Each party to this AGREEMENT represents and warrants that it has the full power and authority to enter into this AGREEMENT and to carry out the transactions contemplated by it and that it has taken all action necessary to authorize the execution, delivery, and performance of this AGREEMENT.

28. Status of the Parties.

Neither party is a partner, joint venturer, co-principal, employer, or co-employer of the other or of an employee of the other party. PACCD shall be solely responsible for paying all salaries, wages, benefits, and other compensation which its employees or subcontractors may be entitled to receive in connection with performing services under this AGREEMENT and any related CA. PACCD shall be solely responsible for withholding and paying all applicable payroll taxes and contributions, including federal, state, and local income taxes, FICA, FUTA, and state unemployment, workers' compensation, and disability insurance in connection with performing services under this AGREEMENT and any related CA.

29. Retention and Audit of Records.

Each party shall maintain records pertaining to this AGREEMENT and related to the CAs as may be required by federal and state law. Each party may review and obtain a copy of the other party's pertinent records subject to federal and state privacy statutes. The SCHOOL and PACCD will share student-level data for the purpose of evaluation and enhancement, provided that said sharing of information is performed in accordance with FERPA and applicable state law as required pursuant to this Agreement. PACCD and the SCHOOL will work jointly to determine the provisions of the student's data requirements. The SCHOOL will provide data to PACCD as requested. PACCD will provide data to the SCHOOL as requested.

30. Board Approval Required.

The PACCD and SCHOOL agree that as a condition of and prior to the adoption of this AGREEMENT, the governing board of the PACCD and the governing board of SCHOOL, at an open public meeting of each respective board, shall take comments from the public on, and approve or disapprove this AGREEMENT, as set forth by Education Code Section 76004.

31. Governing Law and Venue.

This AGREEMENT will be governed by and construed in accordance with California law and venue of any action or proceeding in connection with this AGREEMENT shall be Los Angeles County, California.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year written below.

AGREED TO AND ACCEPTED:

PASADENA AREA COMMUNITY COLLEGE

President/Superintendent
Pasadena Area Community College District
1570 E. Colorado Boulevard
Pasadena, CA 91106

Date: _____

AGREED TO AND ACCEPTED:

OPTIONS FOR YOUTH-SAN GABRIEL

Asst. Superintendent of Instruction
Options For Youth-San Gabriel
215 S. Mission Drive
San Gabriel, CA 91776

Date: _____

C. Action Item(s)

C.1 OFY-SG College and Career Access Pathways (“CCAP”) Partnership Agreement between Pasadena Area Community College District and Options For Youth-San Gabriel, Inc.



OPTIONS FOR YOUTH - SAN GABRIEL, INC.
A California Nonprofit Public Benefit Corporation

November 2025

Agenda Item: OFY-SG College and Career Access Pathways (“CCAP”) Partnership Agreement between Pasadena Area Community College District (“PACCD”) and OFY-San Gabriel, Inc.

Purpose: The Board will review and consider approval of the OFY-SG College and Career Access Pathways (“CCAP”) Partnership Agreement between Pasadena Area Community College District and Options For Youth-San Gabriel, Inc.

OFY-SG recognizes the importance of supporting students who wish to advance in their studies and get an early start on their post-secondary education. In doing so, OFY-SG desires to enter into a Dual Enrollment CCAP Partnership Agreement with Pasadena Area Community College District for purposes of offering or expanding dual enrollment opportunities for students.

This agreement supports Senate Bill 1244 which encourages high schools and community colleges to develop pathways for students from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, or helping high school pupils achieve college and career readiness.

The school leadership team has worked with representatives from Pasadena Community College to develop a comprehensive course offering list. School administrators will decide which classes to offer in each semester depending on the needs of the students. Courses can be offered in person at the OFY-SG school site or online.

Fiscal Impact: The costs associated with this agreement are covered under the current budget. No additional financial impact is expected.

Superintendent’s Recommendation: Y

Proposed Motion: To approve the OFY-SG College and Career Access Pathways (“CCAP”) Partnership Agreement between Pasadena Area Community College District (“PACCD”) and OFY-San Gabriel, Inc., as presented.

**MEMORANDUM OF UNDERSTANDING
REGARDING COLLEGE AND CAREER ACCESS PATHWAYS (CCAP)
PARTNERSHIP AGREEMENT
BETWEEN THE PASADENA AREA COMMUNITY COLLEGE DISTRICT
AND OPTIONS FOR YOUTH-SAN GABRIEL**

This College and Career Access Pathways Partnership Agreement ("AGREEMENT") is between the Pasadena Area Community College District ("PACCD") and Options For Youth-San Gabriel Charter School ("SCHOOL").

R E C I T A L S

WHEREAS, PACCD is a single college district whose mission includes providing educational programs and services that are responsive to the needs of the students and communities within the PACCD; and

WHEREAS, the parties desire to collaborate and provide college credit courses (collectively, "COURSES" or individually, a "COURSE") to the SCHOOL's students; and

WHEREAS, instruction will comply with the student selection standards, curriculum guidelines, recommendations, and procedures required under applicable laws and by PACCD policies; and

WHEREAS, the parties desire to enter into this AGREEMENT, which sets forth their mutual rights and responsibilities and governs their relationship regarding the COURSES; and

WHEREAS, this AGREEMENT contemplates that the parties will enter into a related Course Agreement ("CA") for the individual subject courses, that each CA will fully incorporate the terms of this AGREEMENT and that each CA will set out the necessary details specific to the COURSE; and

WHEREAS, the SCHOOL and the PACCD desire to continue the collaborative efforts highlighted in this AGREEMENT, within the guidelines of Education Code section 76004, for the purpose of expanding dual enrollment opportunities for students who may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career and technical education, preparation for transfer, improving high school graduation rates, and helping high school students achieve college and career readiness; and

WHEREAS, the parties intend for PACCD to report full-time equivalent students (FTES) and obtain state apportionment for the subject COURSES given through this AGREEMENT in accordance with California Code of Regulations, Title 5, sections 58050, 58051, and 58051.5, and Education Code section 76004;

NOW, THEREFORE, the parties mutually agree as follows:

TERMS OF AGREEMENT

1. Recitals.

The above recitals are incorporated herein and made a part of this AGREEMENT.

2. Effective Date and Duration.

The terms of this AGREEMENT shall be effective on the date authorized representatives of both parties sign it and continue in effect for five (5) years from that effective date or until duly modified or terminated by the parties.

3. Early Termination.

Either party may terminate this AGREEMENT at any time by providing 30 days written notice to the other party. The parties agree that if the termination notice occurs while students are currently enrolled in a CCAP partnership course, then the termination date will be the day after the course has been completed by enrolled students. The indemnification provisions contained in this AGREEMENT shall survive termination.

4. Course Agreements (CA)

The terms of this AGREEMENT are deemed to be part of and fully incorporated into any and all presently existing or future CAs pertaining to the COURSES unless expressly modified by a related CA. Related CAs will typically address the time, date, location, number of educational hours, PACCD credits offered, number of students, and other specifics related to each COURSE. The terms of this AGREEMENT may be modified by individual CA as necessary, if executed in writing by both parties, and will be presented as an annual APPENDIX.

5. Certifications for State Apportionment Purposes

5. A. The PACCD certifies that it does not receive full compensation for the direct education costs of the COURSES under this AGREEMENT from any public or private agency, individual or group.

5. B. Pursuant to Education Code Section 76004(o), the PACCD will limit enrollment in a COURSE solely to eligible SCHOOL students if the COURSE is offered at the school site campus, either in person or using an online platform, during the regular school day and the COURSE is offered pursuant to this AGREEMENT.

5. C. SCHOOL agrees and acknowledges that PACCD will claim apportionment for the students enrolled in COURSES under this AGREEMENT.

5. D. PACCD certifies that a COURSE offered by PACCD at the SCHOOL campus does not reduce the same access to the same course offered by PACCD.

5. E. PACCD certifies that a PACCD course that is oversubscribed or has a waiting list

shall not be offered as a result of this AGREEMENT.

5. F. PACCD certifies that participation in the AGREEMENT is consistent with the core mission of the PACCD pursuant to Education Code section 66010.4 and that students participating under this AGREEMENT will not lead to enrollment displacement of otherwise eligible adults in the PACCD.

5. G. Both the SCHOOL and PACCD certify that any pretransfer-level course taught by community college faculty at the SCHOOL shall be offered only to high school students who do not meet their grade level standard in mathematics, English, or both on an interim assessment in grade 10 or 11, as determined by the SCHOOL, and shall involve a collaborative effort between high school and community college faculty to deliver an innovative pretransfer course as an intervention in the student junior or senior year to ensure that the student is prepared for college-level work upon graduation.

5. H. The SCHOOL and PACCD certify that they will comply with local collective bargaining agreements and all state and federal reporting requirements regarding federal teacher mandates and the qualifications of the faculty member teaching a COURSE under any CA outlined within this AGREEMENT.

5. I. The SCHOOL and the PACCD certify that any PACCD instructor teaching a COURSE at the School has not displaced or resulted in the termination of an existing SCHOOL teacher teaching the same type of course on that high school campus as required by Education Code §76004(i).

5. J. The SCHOOL and the PACCD certify that any PACCD instructor teaching a COURSE offered for the college credit at the SCHOOL has not displaced or resulted in the termination of an existing community college faculty person teaching the same course at the partnering community college campus as required by Education Code §76004(j).

6. Regulatory Requirements for State Apportionment Purposes Applicable to All COURSES Conducted Under the Terms of This AGREEMENT. These provisions may not be voided, modified, nor waived by a related CA unless otherwise expressly provided herein:

6. A. Responsibilities of Each Party. PACCD policies and procedures apply and PACCD is responsible for the COURSES. The COURSES will comply with all applicable regulations, procedures, prerequisites, and standards applicable to PACCD, as well as any corresponding local policies, practices, and requirements of the SCHOOL.

6. B. Enrollment Period. PACCD shall determine the enrollment period in accordance with its guidelines, policies, pertinent statutes, and regulations.

6. C. Number of Course Hours Sufficient to Meet the Stated Performance Objectives. PACCD will determine the performance objectives for each of the COURSES and the number of course hours necessary to meet the performance objectives. The

performance objectives and corresponding course hours shall be specified in the related CA.

6. D. Supervision and Evaluation of Students. Supervision and evaluation of students shall be in accordance with PACCD guidelines, policies, pertinent statutes, and regulations. During the hours of instruction, all students will be under the immediate supervision of an employee of PACCD. For purposes of this paragraph, all SCHOOL employees who are teaching the COURSES shall be deemed to be employees of PACCD.

6. E. 1. Withdrawal Prior to Completion of the Course. A student's withdrawal prior to completion of the COURSES shall be in accordance with PACCD guidelines, policies, pertinent statutes and regulations.

6. E. 2. Students that withdraw from a COURSE pursuant to this AGREEMENT will not receive any PACCD credit for their work completed and must submit their withdrawal before any withdrawal deadlines established by PACCD and listed on the CA.

6. F. Right to Control and Direct Instructional Activities. PACCD is responsible for the COURSES and has the sole right to control and direct the instructional activities of all instructors, including those who are also SCHOOL personnel.

6. G.1. Minimum Qualifications for Instructors Teaching Courses. All instructors who are selected to teach a COURSE under this AGREEMENT and listed under the CA shall meet the qualification requirements of all applicable laws, including Title 5 of California Code of Regulations, sections 53410 and 58060.

6. G. 2. All instructors shall either (1) meet the minimum qualifications to provide instruction in a California community college, or (2) have been approved to teach based on equivalency procedures highlighted within PACCD's AP 7211(1). The minimum qualifications shall be consistent with the requirements in other similar courses offered by PACCD and shall be published or otherwise listed by PACCD.

6. G. 3. Instructors who teach a COURSE under this AGREEMENT must provide the supervision and control reasonably necessary for the protection of the health and safety of students and may not have any other assignment duty during the instructional activity. The instructor must be physically present in the classroom or laboratory or within line of sight of the students as required in Title 5, Section 58056.

6. H. Facilities. SCHOOL will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the contemplated instruction and do so without charge to PACCD or students. SCHOOL agrees to clean, maintain, and safeguard SCHOOL's premises. SCHOOL warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes.

6. I. Equipment. SCHOOL will furnish, at its own expense, all course materials, specialized equipment, and other necessary equipment for all SCHOOL students. The parties understand that such equipment and materials are SCHOOL's sole property. The instructor shall determine the materials to be used during each of the COURSES. DISTRICT understands that no equipment or materials fee may be charged to students.

6. J. Textbooks and Materials. Students participating in a COURSE under this AGREEMENT will not be charged for textbooks, equipment, and materials. The SCHOOL shall take on all costs associated with instruction materials including but not limited to textbooks, equipment, and supplies and other instructional materials as required to support COURSES under this AGREEMENT for participating school students. PACCD faculty, through local academic senate, discipline committees, and collegial conversations, will explore ways to minimize the cost of textbooks and instructional materials. All instructional equipment and materials needed for the courses will be listed within the CA.

6. K. Enrollment. Enrollment shall be open to any student of SCHOOL who has been admitted to PACCD and meets all applicable prerequisites or other limitations of enrollment. Parental consent is required for SCHOOL students to enroll in the COURSES, but students are only required to submit one parental consent form and principal recommendation for the duration of the student's participation in the COURSES.

PACCD will be responsible for processing student applications. PACCD will provide the necessary admission forms and procedures, and both PACCD and SCHOOL will jointly ensure that each applicant accepted has met all the enrollment requirements, including liability and medical care coverage requirements, if any.

PACCD will ensure that each student completes the admissions procedure, the course enrollment process, and otherwise process student applications and enroll students in the COURSES, as appropriate. SCHOOL will assist PACCD as necessary. A successful enrollment requires that each student has completed an enrollment application provided by PACCD, the application has been delivered to and accepted by PACCD's Admissions and Records Office, all enrollment and other applicable fees have been paid, and the applicant has met all other applicable requirements.

6. L. Fees. Pursuant to PACCD Board Policy (Education Code Section 76300(f)), PACCD will waive all the fees for students who are Special Part-time or Special Full-time students (Education Code § 76001). SCHOOL students shall not be assessed any fee for participation in the COURSES that is prohibited by Education Code Section 49011.

6. M. Students participating in COURSES under this AGREEMENT may enroll in up to a maximum of 15 units per term, provided that: 1) the units constitute no more than four community college courses per term, 2) the courses are provided under this Agreement, and 3) the units are designed to award students with both a high school diploma and an associate degree or certificate or a credential (Education Code section

76004(p)).

6. N. Records of Student Attendance and Achievement. All records of student attendance and achievement shall be submitted to PACCD at the end of each term, or upon demand, and shall be maintained by PACCD.

6. O. Ancillary Support Services for Students. As required by Accrediting Commission for Community and Junior Colleges, PACCD shall ensure that students enrolled in the COURSES are provided ancillary and support services as may be needed, including but not limited to counseling, guidance, and placement similar to students registered for courses at satellite campuses.

6. P.1. Grades. Grades earned by students enrolled in the COURSES pursuant to this AGREEMENT will be posted on the official PACCD transcripts. Students are eligible to request a grade of PASS/NO Pass or Credit/No Credit if the course is eligible for this as noted in the college catalog. Courses offered through the Noncredit Division do not receive college credit and will appear on a separate transcript.

6. P.2. Withdrawals. If a student drops a class listed under this AGREEMENT, the dropped courses will appear on the PACCD transcript in accordance with PACCD policies and procedures. The same dropped course will not appear on the SCHOOL transcripts.

6. P.3. Course Standards. Students enrolled in any of the COURSES under this AGREEMENT will be held to the same standards of achievement/grading requirements/assessment processes/behavior as other students earning credit within PACCD and as determined by PACCD.

7. Protocol for Information Sharing and Record Keeping:

7. A. Personally Identifiable Information. Any education record or personally identifiable information pertaining to any SCHOOL student taking COURSES under this AGREEMENT shall be exchanged between the SCHOOL and PACCD in compliance with the Family Educational Privacy Rights Act (FERPA), Education Code Sections 76200-76246, and the PACCD Board Policies and Administrative Procedures. Education records and personally identifiable information regarding SCHOOL students shall be shared between the points of contact identified as Liaisons within this AGREEMENT. To the extent necessary, PACCD is deemed to be performing an institutional service or function on behalf of the SCHOOL for purposes of FERPA, thereby allowing PACCD to access personally identifiable information from student records of the SCHOOL without parental consent.

7. B. Data Breach. In the event of a confirmed data breach where sensitive, confidential, or otherwise protected student data has been accessed and/or disclosed in an unauthorized fashion, the PACCD shall notify the SCHOOL in writing of the breach and, in accordance with California and federal laws, take all necessary steps to respond

to and mitigate the effects of such breach.

7. C. 1. PACCD and SCHOOL understand and agree that education records of students enrolled in COURSES under this AGREEMENT and personally identifiable information contained in those educational records are subject to the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 C.F.R. Part 99. PACCD and SCHOOL agree to hold all student education records generated pursuant to this AGREEMENT in strict confidence and further agree not to re-disclose such records except as authorized by applicable law or regulation or by the parent or guardian's prior written consent.

7. C. 2. Limitation on Use. PACCD and SCHOOL shall use each student education record that they may receive pursuant to this AGREEMENT solely for a purpose(s) consistent with student authority to access that information pursuant to federal and state law, as applicable.

7. C. 3. Recordkeeping Requirements. PACCD and SCHOOL shall comply with the requirements governing maintenance of records of each request for access to and each disclosure of student education records set forth under Title 34, Code of Federal Regulations §99.32.

7. C. 4. Acknowledgment of Receipt of Notice of FERPA Regulations. By signature of its authorized representative or agent on this AGREEMENT, PACCD and SCHOOL hereby acknowledge that they had been provided with the notice required under 34 C.F.R. §99.33(d) that they are strictly prohibited from re-disclosing student education records to any other person or entity except as authorized by applicable law or regulation or by the parent or guardian's prior written consent.

7. D. Records of student's attendance and achievement for all SCHOOL students who enroll in a COURSE under a signed CA shall be maintained by the SCHOOL on StudenTrac and by the PACCD on BANNER, or another agreed upon system.

8. Annual Reporting to the State:

8. A. On or before January 1 of each year of this AGREEMENT, PACCD shall submit a report to the State Chancellor on data from the SCHOOL. The report shall state: 1) the total number of SCHOOL students, by school site, taking COURSES under this AGREEMENT, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws; 2) the total number of community college COURSES offered under this AGREEMENT by course category and type and by school site; 3) the total number and percentage of successful COURSE completions, by COURSE category and type and by school site; 4) the total number of full-time equivalent students generated through COURSES offered under this AGREEMENT; and 5) the total number of full-time equivalent students served online. By October 1 of each year of this AGREEMENT, the Liaisons from both PACCD and SCHOOL shall communicate and commence the preparations of the report.

8. B. The SCHOOL will assume reporting responsibilities pursuant to applicable federal teacher quality mandates. PACCD will be the employer of record for purposes of assignment monitoring and reporting to the county office of education.

9. Liaisons.

At no cost to the SCHOOL, PACCD will provide the services of a staff member who will facilitate coordination and cooperation between PACCD and the SCHOOL. PACCD will provide SCHOOL personnel with reasonable assistance, direction and instruction in how to fulfill their responsibilities under this AGREEMENT, including conducting appropriate student assessments, outreach/recruitment activities and the PACCD's application procedures.

SCHOOL LIAISON:

NAME: Charles Pak

TITLE: Asst. Superintendent of Instruction

EMAIL: cpak@ofy.org

ADDRESS: 215 S Mission Dr., San Gabriel, CA 91776

PACCD LIAISON:

NAME: Raquel Torres-Retana, Ed.D.

TITLE: Dean

EMAIL: rtorresretana@pasadena.edu

ADDRESS: 1507 E. Colorado Blvd. Pasadena, CA 91106

10. Support Staff. These provisions may not be voided, modified, or waived by a related CA unless otherwise expressly provided herein:

10. A. SCHOOL to Provide Support Services. Unless otherwise provided for in a related CA, SCHOOL will provide personnel to perform clerical services and services associated with outreach activities, recruiting students, assessing students, processing student applications, enrolling qualified students, and other related services as may be necessary.

10. B. SCHOOL is Responsible for its Personnel. SCHOOL's personnel will perform these services on duty time. SCHOOL personnel performing these services will be employees solely of SCHOOL, subject to the authority of SCHOOL.

10. C. Students enrolled in COURSES pursuant to this AGREEMENT will be eligible for student support services at all available PACCD locations.

10. D. Students enrolled in COURSES pursuant to this AGREEMENT who qualify for special services or programs and receive priority registration at PACCD may receive special accommodations by PACCD in direct consultation with the SCHOOL.

10. E. 1. A student taking COURSES under this AGREEMENT with an Individualized

Education Program (“IEP”) or 504 Plan with the SCHOOL may request accommodations for their disability to participate in the educational programs and activities required by the COURSE and/or by PACCD. Accommodations required by law or SCHOOL policy may be provided through the SCHOOL in consultation with PACCD's Lancer Accessibility Resource Services (LARS). In order to best support the student, the SCHOOL or student will provide a copy of the student's current IEP or 504 plan to PACCD's LARS Office.

10. E. 2. Students participating in COURSES under this AGREEMENT may request services from PACCD's LARS office. In order to be considered for services by the LARS office, students need to follow the required process for all PACCD students and described by the LARS office.

11. Instructors. These provisions may not be voided, modified, or waived by a related CA unless otherwise expressly provided herein:

11. A. PACCD certifies that no PACCD or community college instructor who has been convicted of any sex offense, as defined in Education Code Section 87010, or any controlled substance offense as defined in Education Code Section 87011, shall be retained by PACCD to teach any COURSE on any of the SCHOOL grounds.

11. B.1.A. PACCD will select instructors for the COURSES using the adopted faculty selection process under the PACCD Administrative Procedures listed in AP 7212 and AP 7210.

11. B.1.B. PACCD may select instructors from SCHOOL personnel. SCHOOL employees interested in becoming PACCD faculty must follow the standard hiring procedures adopted by PACCD.

11. B.2.A. The instructor listed on the CA will remain an employee of PACCD while teaching a COURSE under the terms of this AGREEMENT and subject to the authority of the PACCD. PACCD will exercise this authority in consultation with the SCHOOL.

11. B.3. Any SCHOOL personnel interested in serving as an Instructor under this AGREEMENT will only serve as a PACCD instructor outside of their SCHOOL contract hours.

11. C. PACCD Shall Determine Instructor Requirements. PACCD shall determine the number of instructors, the ratio of instructors to students, and the subject areas of instruction consistent with the requirements in other similar courses offered by PACCD.

11. D. Faculty Evaluation. An instructor's performance shall be evaluated by PACCD using the PACCD's evaluation process and standards for part-time and/or full-time faculty evaluation listed in the applicable agreement between PACCD and the bargaining unit.

11. E. PACCD Instructors selected to teach a COURSE under this AGREEMENT shall be compensated at the rate established under the applicable agreement between PACCD and the bargaining unit.

11. F.1. Prior to teaching a COURSE pursuant to this AGREEMENT, an instructor provided by the SCHOOL shall receive discipline-specific information from PACCD that is similar to the information provided to any new Part-Time or Full-time instructor of PACCD regarding, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy, testing and grading procedures, record keeping, and other instructional responsibilities.

11. F.2. SCHOOL personnel selected to teach a COURSE under this AGREEMENT shall not have any other assigned duty while course instruction is taking place.

11. G. Substitute Instruction. In such case as a substitute instructor is needed to cover the instructor on record during instructional time, PACCD will provide the substitute instructor and will ensure that the instructor has met all of the requirements as outlined within this AGREEMENT.

12. Courses.

12. A. Courses Offered. PACCD and the SCHOOL will determine which COURSES will be offered under this AGREEMENT. PACCD and the SCHOOL shall add an APPENDIX to this AGREEMENT that shall list the courses, location, term dates, student enrollment and estimated FTES as required by Education Code 76004. No Physical Education courses shall be offered.

12. B. Each COURSE shall be offered for the purpose of: 1) preparing students for transfer; 2) improving high school graduation rates; 3) helping high school students achieve college and career readiness; or 4) offering or expanding dual enrollment opportunities for students who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless career technical education pathways from high school to community college. Course offerings may include PACCD non credit education.

12. C. COURSES Request. COURSES offered pursuant to this AGREEMENT shall go through the approval process which includes review and consideration by the SCHOOL Liaison before submitting the course request to the PACCD Liaison for consideration by the division dean.

12. D. Credit. Students may receive PACCD credit and high school credit for PACCD courses that he/she/they complete, as determined to be appropriate by the governing boards of the SCHOOL and the PACCD, and in accordance with Education Code Sections 48802 and 76001(c) and other state and federal laws.

12. E. Apportionment/ADA. The PACCD may include the student's enrollment in COURSES under this AGREEMENT in its report of full-time equivalent students (FTES) for the purpose of receiving state apportionment, so long as the COURSE complies with the current requirements of Education Code Section 76004 and other applicable laws.

12. F. As part of this AGREEMENT, PACCD shall not provide physical education course opportunities to high school students or any other course opportunities that do not assist in the attainment of the goals in Section 12.B. herein.

12. G. A community college course offered for college credit at the partnering high school campus does not reduce access to the same course offered at the partnering community college campus.

13. Facilities.

The parties contemplate that, primarily, the facilities of the SCHOOL will be utilized to carry out the goals of this AGREEMENT and any related CA, although from time to time PACCD facilities may be utilized subject to mutual agreement by the parties as expressed in a related CA. SCHOOL agrees to defend, hold harmless, and indemnify PACCD and its governing board, officers, employees, administrators, independent contractors, subcontractors, and other representatives from all damages, losses, or expenses, including litigation costs such as attorney's fees and costs, should a student, instructor, or third party be injured as a result of or connected with the condition of the SCHOOL's premises, in whole or in part, except to the extent caused by the negligent, wrongful, or willful acts or omissions of PACCD or its governing board, officers, employees, administrators, independent contractors, subcontractors, and other representatives. PACCD agrees to defend, hold harmless, and indemnify the SCHOOL and its governing board, officers, employees, administrators, independent contractors, subcontractors, and other representatives from all damages, losses, or expenses, including litigation costs such as attorney's fees and costs, should a student, instructor, or third party be injured as a result of or connected with the condition of the PACCD's premises, in whole or in part, except to the extent caused by the negligent, wrongful, or willful acts or omissions of the SCHOOL or its governing board, officers, employees, administrators, independent contractors, subcontractors, and other representatives. This indemnity shall survive termination of this AGREEMENT and is in addition to any other rights, or remedies PACCD may have under law or otherwise.

14. Workers' Compensation.

PACCD shall be the employer for all its personnel who perform services as instructors and liaison services under this AGREEMENT. PACCD shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective PACCD personnel made in connection with performing services under this AGREEMENT or any related CA. PACCD agrees to hold harmless, indemnify, and defend SCHOOL from any liability resulting from its failure to process,

investigate, defend, or pay any workers' compensation claims by PACCD personnel connected with providing services under this AGREEMENT or any related CA. These provisions may not be voided, modified, or waived by a related CA.

15. Indemnification.

15. A. SCHOOL shall defend, hold harmless, and indemnify PACCD, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorney fees and costs, including but not limited to consequential damages, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with the its responsibilities hereunder that may arise out of or result from, in whole or in part, the negligent, wrongful, or willful acts or omissions of SCHOOL, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

15. B. PACCD shall defend, hold harmless, and indemnify SCHOOL, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorney fees and costs, including but not limited to consequential damages, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its responsibilities hereunder that may arise out of or result from, in whole or in part, the negligent, wrongful, or willful acts or omissions of PACCD, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

15. C. This indemnity shall survive termination of this AGREEMENT or any related CA and is in addition to any other rights or remedies that SCHOOL or PACCD may have under law and/or otherwise.

15. D. These provisions may not be voided, modified or waived by any related CA.

16. Insurance Requirements.

16. A. Each party shall obtain, pay for, and maintain in effect during the life of this AGREEMENT the following policies of insurance issued by an insurance company rated not less than "A" in A.M. Best Insurance Rating Guide and admitted to transact business in California: (1) commercial general liability (including contractual, products, and completed operations coverages, bodily injury, and property damage liability) with single combined limits not less than \$1,000,000 per occurrence; (2) commercial automobile liability for "any auto" with combined single limits of liability not less than \$1,000,000 per occurrence; (3) professional liability (errors and omissions) with a limit of liability not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law.

16. B. Each party's policy(ies) shall contain an endorsement naming the other party as an additional insured insofar as this AGREEMENT is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change, or reduction in a party's coverage, that party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy.

16. C. Nothing in this section concerning minimum insurance requirements shall reduce a party's liability or obligations under the indemnification provisions of this AGREEMENT.

16. D. The SCHOOL acknowledges that PACCD is permissibly self-insured under California law.

16. E. These provisions may not be voided, modified or waived by a related CA.

17. Discrimination and Harassment.

Each party agrees that during the performance of this AGREEMENT, PACCD and the School shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. PACCD and the School shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. PACCD and the School shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.).

18. Background Checks.

PACCD shall require its employees who interact with SCHOOL students, outside of the immediate supervision and control of student's parent/guardian or a SCHOOL employee, to complete a criminal background check through the Department of Justice in accordance with Education Code section 45125.1. PACCD certifies that these individuals have not been convicted of a violent or serious felony as defined under Education Code section 45122.1. Any PACCD employee, agent, or contractor who has been convicted of one of these crimes is not permitted to interact with SCHOOL students, unless an exception applies. PACCD shall be solely responsible for any and all costs associated with such background checks.

19. Tuberculosis Screenings.

PACCD shall require its employees who will have frequent or prolonged contact with SCHOOL students to submit results of a recent tuberculosis risk assessment and, if

necessary, a tuberculosis examination. PACCD shall be solely responsible for any and all costs associated with such risk assessments or examinations.

20. Entire Agreement.

This AGREEMENT and any related CAs constitute the entire agreement between the parties with regard to the COURSES and supersede any prior or contemporaneous understanding or agreement. No party has been induced to enter into this AGREEMENT by, nor is any party relying on, any representation or promise outside those expressly set forth in this AGREEMENT and any related CA.

21. Amendment.

The provisions of this AGREEMENT may be modified only by mutual agreement by the parties. No modification shall be binding unless it is in writing and signed by the party against whom enforcement of the modification is sought.

22. Waiver.

Unless otherwise precluded by the terms of this AGREEMENT, terms or conditions may be waived by the party entitled to the benefit of the term or condition, but no such waiver shall affect or impair the right of the waiving party to require observance, performance, or satisfaction of that term or condition as it applies on a subsequent occasion.

23. Assignment.

Neither party may assign any rights or benefits or delegate any duty under this AGREEMENT without the written consent of the other party. Any purported assignment without written consent shall be void.

24. Parties in Interest.

Nothing in this AGREEMENT, whether express or implied, is intended to confer any rights or remedies under or by reason of this AGREEMENT on any person other than the parties to it and their respective successors and assigns, nor is anything in this AGREEMENT intended to relieve or discharge the obligation or liability of any third person to any party to this AGREEMENT, nor shall any provision give any third person any right to subrogation or action against any party to this AGREEMENT.

25. Severability.

If any provision of this AGREEMENT is held by an arbitrator or court of competent jurisdiction to be invalid or unenforceable, the remainder of the AGREEMENT shall continue in full force and effect and shall in no way be impaired or invalidated.

26. Notices.

Any notice under this AGREEMENT shall be in writing, and any written notice or other document shall be deemed to have been duly given on the date of personal service on the parties or on the second business day after mailing if the document is mailed by registered or certified mail, addressed to the parties at the addresses set forth below, or

at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that mailings be done by registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee.

27. Authority to Enter Into AGREEMENT.

Each party to this AGREEMENT represents and warrants that it has the full power and authority to enter into this AGREEMENT and to carry out the transactions contemplated by it and that it has taken all action necessary to authorize the execution, delivery, and performance of this AGREEMENT.

28. Status of the Parties.

Neither party is a partner, joint venturer, co-principal, employer, or co-employer of the other or of an employee of the other party. PACCD shall be solely responsible for paying all salaries, wages, benefits, and other compensation which its employees or subcontractors may be entitled to receive in connection with performing services under this AGREEMENT and any related CA. PACCD shall be solely responsible for withholding and paying all applicable payroll taxes and contributions, including federal, state, and local income taxes, FICA, FUTA, and state unemployment, workers' compensation, and disability insurance in connection with performing services under this AGREEMENT and any related CA.

29. Retention and Audit of Records.

Each party shall maintain records pertaining to this AGREEMENT and related to the CAs as may be required by federal and state law. Each party may review and obtain a copy of the other party's pertinent records subject to federal and state privacy statutes. The SCHOOL and PACCD will share student-level data for the purpose of evaluation and enhancement, provided that said sharing of information is performed in accordance with FERPA and applicable state law as required pursuant to this Agreement. PACCD and the SCHOOL will work jointly to determine the provisions of the student's data requirements. The SCHOOL will provide data to PACCD as requested. PACCD will provide data to the SCHOOL as requested.

30. Board Approval Required.

The PACCD and SCHOOL agree that as a condition of and prior to the adoption of this AGREEMENT, the governing board of the PACCD and the governing board of SCHOOL, at an open public meeting of each respective board, shall take comments from the public on, and approve or disapprove this AGREEMENT, as set forth by Education Code Section 76004.

31. Governing Law and Venue.

This AGREEMENT will be governed by and construed in accordance with California law and venue of any action or proceeding in connection with this AGREEMENT shall be Los Angeles County, California.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year written below.

AGREED TO AND ACCEPTED:

PASADENA AREA COMMUNITY COLLEGE

President/Superintendent
Pasadena Area Community College District
1570 E. Colorado Boulevard
Pasadena, CA 91106

Date: _____

AGREED TO AND ACCEPTED:

OPTIONS FOR YOUTH-SAN GABRIEL

Asst. Superintendent of Instruction
Options For Youth-San Gabriel
215 S. Mission Drive
San Gabriel, CA 91776

Date: _____

C.2 OFY-SG Unaudited Actuals Financial Report for Fiscal Year 2024-2025



OPTIONS FOR YOUTH-SAN GABRIEL, INC.
A California Nonprofit Public Benefit Corporation

November 2025

Agenda Item: OFY-SG Unaudited Actuals Financial Report for Fiscal Year 2024-2025

Purpose: The Board will review and consider for approval the OFY-SG Unaudited Actuals Financial Report for Fiscal Year 2024-2025.

Each year, California's transitional kindergarten through grade twelve (TK/K–12) school districts, county offices of education, charter schools, and joint powers agencies, all commonly known as local educational agencies (LEAs), submit annual financial reports to the California Department of Education (CDE). The Financial Accountability and Information Services (FAIS) Office, within the CDE, is responsible for annually collecting, reviewing, and preparing these financial data for dissemination.

Pursuant to Education Code sections 1628 and 42100, unaudited actual data for COEs, school districts, joint powers agencies (JPAs), and charter schools is due to the CDE by October 15, 2024. School district and JPA data must be submitted via the COE; charter school data must be submitted via the charter authorizing agency and the COE. The financial data is due to COEs and authorizing agencies (for charter schools) by September 15, 2024.

Fiscal Impact: N/A

Superintendent's Recommendation: Y

Proposed Motion: Motion to approve the OFY-SG Unaudited Actuals Financial Report for Fiscal Year 2024-2025.

CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT – ALTERNATIVE FORM
July 1, 2024 to June 30, 2025

CHARTER SCHOOL CERTIFICATION

Charter School Name: Options for Youth San Gabriel
CDS #: 19-75291-1996016
Charter Approving Entity: San Gabriel Unified
County: Los Angeles
Charter #: 0117

NOTE: An Alternative Form submitted to the California Department of Education will not be considered a valid submission if the following information is missing:

For information regarding this report, please contact:

For County Fiscal Contact:

Dio Brache
Name
Business Advisory Services
Title
582-922-6802
Telephone
brache_dionisio@lacoe.edu
Email address

For Approving Entity:

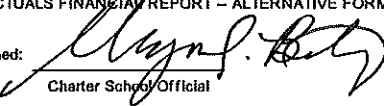
Gurmeet Jandu
Name
Director, Fiscal Services
Title
626-451-5433
Telephone
jandu_g@sgusd.k12.ca.us
Email address

For Charter School:

Alexander Salazar
Name
Divisional Controller
Title
626-788-6291
Telephone
alexander@hello9dot.com
Email address

To the entity that approved the charter school:

X 2024-25 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT – ALTERNATIVE FORM: This report has been approved, and is hereby filed by the charter school pursuant to Education Code Section 42100(b).

Signed: 
Charter School Official
(Original signature required)

Date: 8/26/2025

Printed Name: Megan Betry

Title: Principal

To the County Superintendent of Schools:

2024-25 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT – ALTERNATIVE FORM: This report is hereby filed with the County Superintendent pursuant to Education Code Section 42100(a).

Signed: _____
Authorized Representative of
Charter Approving Entity
(Original signature required)

Date: _____

Printed Name: _____

Title: _____

To the Superintendent of Public Instruction:

2024-25 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT – ALTERNATIVE FORM: This report has been verified for mathematical accuracy by the County Superintendent of Schools pursuant to Education Code Section 42100(a).

Signed: _____
County Superintendent/Designee
(Original signature required)

Date: _____

CHARTER SCHOOL UNAUDITED ACTUALS
 FINANCIAL REPORT -- ALTERNATIVE FORM

July 1, 2024 to June 30, 2025

Charter School Name: Options for Youth San Gabriel
 GDS #: 19-75291-1996016
 Charter Approving Entity: San Gabriel Unified
 County: Los Angeles
 Charter #: 0117

This charter school uses the following basis of accounting:
 (Please enter an "X" in the applicable box below; check only one box)

- Accrual Basis (Applicable Capital Assets/Interest on Long-Term Debt/Long-Term Liabilities/Nat Position objects are 6900-6920, 7438, 9400-9489, 9660-9669, 9796, and 9797)
- Modified Accrual Basis (Applicable Capital Outlay/Debt Service/Fund Balance objects are 6100-6170, 6200-6700, 7438, 7439, and 9711-9789)

Description	Object Code	Unrestricted	Restricted	Total
A. REVENUES				
1. LCFF Sources				
State Aid - Current Year	8011	3,683,968.00		3,683,968.00
Education Protection Account State Aid - Current Year	8012	2,022,439.00		2,022,439.00
State Aid - Prior Years	8019	(4,622.00)		(4,622.00)
Transfers to Charter Schools in Lieu of Property Taxes	8096	1,879,454.00		1,879,454.00
Other LCFF Transfers	8091, 8097	0.00	0.00	0.00
Total, LCFF Sources		7,581,239.00	0.00	7,581,239.00
2. Federal Revenues (see NOTE in Section L)				
Every Student Succeeds Act	8290		0.00	0.00
Special Education - Federal	8181, 8182		0.00	0.00
Child Nutrition - Federal	8220		0.00	0.00
Donated Food Commodities	8221		0.00	0.00
Other Federal Revenues	8110, 8260-8299	0.00	0.00	0.00
Total, Federal Revenues		0.00	0.00	0.00
3. Other State Revenues				
Special Education - State	StateRevSE		448,396.00	448,396.00
All Other State Revenues	StateRevAO	72,806.00	34,780.00	107,586.00
Total, Other State Revenues		72,806.00	483,176.00	555,982.00
4. Other Local Revenues				
All Other Local Revenues	LocalRevAO	0.00	150.00	150.00
Total, Local Revenues		0.00	150.00	150.00
5. TOTAL REVENUES		7,654,045.00	483,326.00	8,137,371.00
B. EXPENDITURES (see NOTE in Section L)				
1. Certificated Salaries				
Certificated Teachers' Salaries	1100	2,751,667.00	310,706.00	3,062,373.00
Certificated Pupil Support Salaries	1200	0.00	0.00	0.00
Certificated Supervisors' and Administrators' Salaries	1300	0.00	0.00	0.00
Other Certificated Salaries	1900	0.00	0.00	0.00
Total, Certificated Salaries		2,751,667.00	310,706.00	3,062,373.00
2. Noncertificated Salaries				
Noncertificated Instructional Salaries	2100	315,594.00	1,545.00	317,139.00
Noncertificated Support Salaries	2200	0.00	0.00	0.00
Noncertificated Supervisors' and Administrators' Salaries	2300	0.00	0.00	0.00
Clerical, Technical and Office Salaries	2400	0.00	0.00	0.00
Other Noncertificated Salaries	2900	0.00	0.00	0.00
Total, Noncertificated Salaries		315,594.00	1,545.00	317,139.00
3. Employee Benefits				
STRS	3101-3102	0.00	0.00	0.00
PERS	3201-3202	0.00	0.00	0.00
OASDI / Medicare / Alternative	3301-3302	0.00	0.00	0.00

Health and Welfare Benefits	3401-3402	308,567.00	36,001.00	344,568.00	
Unemployment Insurance	3501-3502	0.00	0.00	0.00	
Workers' Compensation Insurance	3601-3602	34,560.00	0.00	34,560.00	
OPEB, Allocated	3701-3702	0.00	0.00	0.00	
OPEB, Active Employees	3751-3752	0.00	0.00	0.00	
Other Employee Benefits	3901-3902	144,453.00	9,488.00	153,941.00	
Total, Employee Benefits		487,580.00	45,489.00	533,069.00	
4. Books and Supplies					
Approved Textbooks and Core Curricula Materials	4100	16,344.00	0.00	16,344.00	
Books and Other Reference Materials	4200	16,908.00	0.00	16,908.00	
Materials and Supplies	4300	180,985.00	11,873.00	192,858.00	
Noncapitalized Equipment	4400	6,254.00	0.00	6,254.00	
Food	4700	22,943.00	193.00	23,136.00	
Total, Books and Supplies		243,434.00	12,066.00	255,500.00	
5. Services and Other Operating Expenditures					
Subagreements for Services	5100	923,225.00	205,597.00	1,128,822.00	
Travel and Conferences	5200	22,782.00	1,986.00	24,768.00	
Dues and Memberships	5300	58,407.00	21,219.00	79,626.00	
Insurance	5400	42,527.00	0.00	42,527.00	
Operations and Housekeeping Services	5500	87,098.00	0.00	87,098.00	
Rentals, Leases, Repairs, and Noncap. Improvements	5600	274,769.00	0.00	274,769.00	
Transfers of Direct Costs	5700-5799	0.00	0.00	0.00	
Professional/Consulting Services and Operating Expend.	5800	1,710,427.00	891.00	1,711,318.00	
Communications	5900	76,493.00	62.00	76,555.00	
Total, Services and Other Operating Expenditures		3,195,728.00	229,755.00	3,425,483.00	
6. Capital Outlay					
(Objects 6100-6170, 6200-6700 modified accrual basis only)					
Land and Land Improvements	6100-6170			0.00	
Buildings and Improvements of Buildings	6200			0.00	
Books and Media for New School Libraries or Major					
Expansion of School Libraries	6300			0.00	
Equipment	6400			0.00	
Equipment Replacement	6500			0.00	
Lease Assets	6600			0.00	
Subscription Assets	6700			0.00	
Depreciation Expense (accrual basis only)	6900	80,200.00	0.00	80,200.00	
Amortization Expense - Lease Assets (accrual basis only)	6910	0.00	0.00	0.00	
Amortization Expense - Subscription Assets (accrual basis only)	6920	0.00	0.00	0.00	
Total, Capital Outlay		80,200.00	0.00	80,200.00	
7. Other Outgo					
Tuition to Other Schools	7110-7143	0.00	0.00	0.00	
Transfers of Pass-Through Revenues to Other LEAs	7211-7213	0.00	0.00	0.00	
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE		0.00	0.00	
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO	0.00	0.00	0.00	
All Other Transfers	7281-7299	0.00	0.00	0.00	
Transfers of Indirect Costs	7300-7399	0.00	0.00	0.00	
Debt Service:					
Interest	7438	0.00	0.00	0.00	
Principal (for modified accrual basis only)	7439			0.00	
Total Debt Service		0.00	0.00	0.00	
Total, Other Outgo		0.00	0.00	0.00	
8. TOTAL EXPENDITURES		7,074,403.00	599,561.00	7,673,964.00	
Description		Object Code	Unrestricted	Restricted	Total
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)			579,642.00	(116,235.00)	463,407.00
D. OTHER FINANCING SOURCES / USES					

1.	Other Sources	8930-8979	0.00	0.00	0.00
	Less:				
2.	Other Uses	7630-7699	0.00	0.00	0.00
3.	Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	(116,235.00)	116,235.00	0.00
4.	TOTAL OTHER FINANCING SOURCES / USES		(116,235.00)	116,235.00	0.00
E.	NET INCREASE (DECREASE) IN FUND BALANCE /NET POSITION (C+D4)		463,407.00	0.00	463,407.00
F.	FUND BALANCE / NET POSITION				
1.	Beginning Fund Balance/Net Position				
a.	As of July 1	9791	2,556,687.00	0.00	2,556,687.00
b.	Adjustments/Restatements	9793, 9795	(137,779.00)	0.00	(137,779.00)
c.	Adjusted Beginning Fund Balance /Net Position		2,418,908.00	0.00	2,418,908.00
2.	Ending Fund Balance /Net Position, June 30 (E+F1c)		2,882,315.00	0.00	2,882,315.00
	Components of Ending Fund Balance (Modified Accrual Basis only)				
a.	Nonspendable				
1.	Revolving Cash (equals Object 9130)	9711			0.00
2.	Stores (equals Object 9320)	9712			0.00
3.	Prepaid Expenditures (equals Object 9330)	9713			0.00
4.	All Others	9719			0.00
b.	Restricted	9740			0.00
c.	Committed				
1.	Stabilization Arrangements	9750			0.00
2.	Other Commitments	9760			0.00
d.	Assigned	9780			0.00
e.	Unassigned/Unappropriated				
1.	Reserve for Economic Uncertainties	9789			0.00
2.	Unassigned/Unappropriated Amount	9790M			0.00
3.	Components of Ending Net Position (Accrual Basis only)				
a.	Net Investment in Capital Assets	9796	204,763.00	0.00	204,763.00
b.	Restricted Net Position	9797		0.00	0.00
c.	Unrestricted Net Position	9790A	2,677,552.00	0.00	2,677,552.00
	Description	Object Code	Unrestricted	Restricted	Total
G.	ASSETS				
1.	Cash				
	In County Treasury	9110	0.00	0.00	0.00
	Fair Value Adjustment to Cash in County Treasury	9111	0.00	0.00	0.00
	In Banks	9120	2,102,584.00	0.00	2,102,584.00
	In Revolving Fund	9130	0.00	0.00	0.00
	With Fiscal Agent/Trustee	9135	0.00	0.00	0.00
	Collections Awaiting Deposit	9140	0.00	0.00	0.00
2.	Investments	9150	0.00	0.00	0.00
3.	Accounts Receivable	9200	4,351,637.00	0.00	4,351,637.00
4.	Due from Grantor Governments	9290	0.00	0.00	0.00
5.	Stores	9320	0.00	0.00	0.00
6.	Prepaid Expenditures (Expenses)	9330	71,731.00	0.00	71,731.00
7.	Other Current Assets	9340	67,727.00	0.00	67,727.00
8.	Lease Receivable	9380	0.00	0.00	0.00
9.	Capital Assets (accrual basis only)	9400-9489	1,016,305.00	0.00	1,016,305.00
10.	TOTAL ASSETS		7,609,984.00	0.00	7,609,984.00
H.	DEFERRED OUTFLOWS OF RESOURCES				
1.	Deferred Outflows of Resources	9490	0.00	0.00	0.00
2.	TOTAL DEFERRED OUTFLOWS		0.00	0.00	0.00
I.	LIABILITIES				
1.	Accounts Payable	9500	2,161,646.00	0.00	2,161,646.00
2.	Due to Grantor Governments	9590	1,033,264.00	0.00	1,033,264.00
3.	Current Loans	9640	0.00	0.00	0.00

4. Unearned Revenue	9650	1,532,759.00	0.00	1,532,759.00
5. Long-Term Liabilities (accrual basis only)	9660-9669	0.00	0.00	0.00
6. TOTAL LIABILITIES		4,727,669.00	0.00	4,727,669.00
J. DEFERRED INFLOWS OF RESOURCES				
1. Deferred Inflows of Resources	9690	0.00	0.00	0.00
2. TOTAL DEFERRED INFLOWS		0.00	0.00	0.00
K. FUND BALANCE /NET POSITION				
Ending Fund Balance /Net Position, June 30 (G10 + H2) - (I6 + J2)				
(must agree with Line F2)				
		2,882,315.00	0.00	2,882,315.00

L. FEDERAL EVERY STUDENT SUCCEEDS ACT (ESSA) MAINTENANCE OF EFFORT REQUIREMENT
NOTE: IF YOUR CHARTER SCHOOL RECEIVED FEDERAL FUNDING, AS REPORTED IN SECTION A2, THE FOLLOWING ADDITIONAL INFORMATION MUST BE PROVIDED IN ORDER FOR THE CDE TO CALCULATE COMPLIANCE WITH THE FEDERAL EVERY STUDENT SUCCEEDS ACT (ESSA) MAINTENANCE OF EFFORT REQUIREMENT:

1. Federal Revenue Used for Capital Outlay and Debt Service

Included in the Capital Outlay and Debt Service expenditures reported in sections B6 and B7 are the following amounts paid out of federal funds:

Federal Program Name (If no amounts, indicate "NONE")	Capital Outlay	Debt Service	Total
a. NONE	\$ 0.00	0.00	0.00
b. NONE	0.00	0.00	0.00
c. NONE	0.00	0.00	0.00
d. NONE	0.00	0.00	0.00
e. NONE	0.00	0.00	0.00
f. NONE	0.00	0.00	0.00
g. NONE	0.00	0.00	0.00
h. NONE	0.00	0.00	0.00
i. NONE	0.00	0.00	0.00
j. NONE	0.00	0.00	0.00
TOTAL FEDERAL REVENUES USED FOR CAPITAL OUTLAY AND DEBT SERVICE	0.00	0.00	0.00

2. Community Services Expenditures

Provide the amount of State and Local funds reported in Section B that were expended for Community Services Activities:

Objects of Expenditures	Amount (Enter "0.00" if none)
a. Certificated Salaries 1000-1999	0.00
b. Noncertificated Salaries 2000-2999	0.00
c. Employee Benefits 3000-3999	0.00
d. Books and Supplies 4000-4999	0.00
e. Services and Other Operating Expenditures 5000-5999	0.00
TOTAL COMMUNITY SERVICES EXPENDITURES	0.00

3. Supplemental State and Local Expenditures resulting from a Presidentially Declared Disaster

Date of Presidential Disaster Declaration	Brief Description (if no amounts, indicate "None")	Amount
a.	NONE	0.00
b.	NONE	0.00
c.	NONE	0.00
d.	NONE	0.00
TOTAL SUPPLEMENTAL EXPENDITURES (Should not be negative)		0.00

4. State and Local Expenditures to be Used for ESSA Annual Maintenance of Effort Calculation:

Results of this calculation will be used for comparison with 2023-24 expenditures. Failure to maintain the required 90 percent expenditure level on either an aggregate or per capita expenditure basis may result in reduction to allocations for covered programs in 2026-27.

a. Total Expenditures (B8)	7,673,964.00
b. Less Federal Expenditures (Total A2)	
[Revenues are used as proxy for expenditures because most federal revenues are normally recognized in the period that qualifying expenditures are incurred]	0.00
c. Subtotal of State & Local Expenditures [a minus b]	7,673,964.00
d. Less Community Services [L2 Total]	0.00
e. Less Capital Outlay & Debt Service [Total B6 plus objects 7438 and 7439, less L1 Total, less objects 6600, 6700, 6910 and 6920]	80,200.00
f. Less Supplemental Expenditures made as the result of a Presidentially	0.00

Declared Disaster

TOTAL STATE & LOCAL EXPENDITURES SUBJECT TO MOE

[c minus d minus e minus f]

\$ 7,593,764.00

C.3 OFY-SG Memorandum of Understanding
 (“MOU”) between Los Angeles County
 Department of Family Services and Options For
 Youth-San Gabriel, Inc.



OPTIONS FOR YOUTH-SAN GABRIEL, INC.
A California Nonprofit Public Benefit Corporation

November 2025

Agenda Item: OFY-SG Memorandum of Understanding (“MOU”) Between Los Angeles County Department of Family Services and Options For Youth–San Gabriel, Inc.

Purpose: The Board will review and consider the approval of the OFY-SG Memorandum of Understanding (“MOU”) between the Los Angeles County Department of Family Services (“DCFS”) and Options For Youth–San Gabriel, Inc.

This MOU would allow OFY-SG and the Department of Child & Family Services to share costs of HopSkip Drive rides (ride share vendor) for the transportation of youth to remain in their school of origin as required by the Every Student Succeeds Act. So that when a student of our school is also a DCFS client, we can share the cost of transportation to and from school.

MOU Terms:

- DCFS would make the determination of ride eligibility from its client list
- \$ 3,000 from the Charter would be deposited in a trust fund to pay our portion of the rides.

Fiscal Impact:

- \$3,000 deposit into the trust fund initially.
- Annual deposit thereafter of an amount to true up to \$3,000

Superintendent’s Recommendation: Y

Proposed Motion: Motion to approve the OFY-SG Memorandum of Understanding (“MOU”) between Los Angeles County Department of Family Services and Options For Youth–San Gabriel, Inc.

Interagency Agreement between the
Los Angeles County Department of Children and Family Services (DCFS),
the Los Angeles County Office of Workforce Development, Aging and Community Services
(WDACS), the Los Angeles County Office of Education (LACOE), Undersigned Independent
Charter Schools/Charter Management Organizations, and the Undersigned Los Angeles County
School Districts and their Affiliated Charter Schools
for a Long-Term Transportation Plan to Ensure School Stability
for Foster Care Youth

It is the intent of the parties that this agreement establish procedures to provide and fund¹ the necessary transportation for foster youth to remain in their school of origin² (SOO) as required by the Every Student Succeeds Act ("ESSA") (20 U.S.C. 6311-12). The agreement is in effect until otherwise agreed upon by the parties.

1. Definitions

The parties agree to the definitions included in Appendix A as part of this agreement.

2. Scope

The provisions of this agreement cover all youth from preschool³ to 12th grade who are entering foster care, placed in out-of-home care (OHC), or changing placements under the supervision of DCFS (herein after referred to as "youth" or "foster youth") within all of the undersigned Los Angeles County School Districts (herein after referred to as "Districts" or "School Districts") or Independent Charter Schools/Charter Management Organizations (herein after referred to as "Independent Charter Schools" or "CMOs").

3. Funding⁴

- A. DCFS will administer Education Travel Reimbursement Payments to resource families and Metro TAP cards to eligible youth as appropriate. DCFS will be responsible for any costs associated with these methods for SOO transportation.
- B. DCFS contracted Short-Term Residential Therapeutic Programs (STRTPs) will be responsible for providing transportation to SOO for foster youth within their care⁵.

¹ Contingent upon available funding

² See Appendix A for definition

³ Non-Regulatory Guidance: Ensuring Educational Stability for Children in Foster Care issued by the U.S. Department of Education and the U.S. Department of Health and Human Services on June 23, 2016 (Question 7, Page 8): If an LEA offers a public preschool education, an LEA must meet the Title I requirements for children in foster care in preschool, including ensuring that a child in foster care remains in his or her preschool of origin, unless a determination is made that it is not in the child's best interest. (See ESEA section 1111(g)(1)(E))

⁴ Please see Appendix E as well as Sections 5-9 below to determine when a given method of transportation will be utilized

⁵ California Department of Social Services Short-Term Residential Therapeutic Program Interim Licensing Standards, (Cal. Dept. of Social Services, STRTP ILS), Version 3.

- C. School Districts/Independent Charter Schools/CMOs will be responsible for any costs associated with utilizing or re-routing bus routes for SOO transportation or for any Metro TAP cards they provide to foster youth as appropriate.
- D. DCFS and School Districts of Origin/Independent Charter Schools of Origin/CMOs of Origin shall split transportation costs evenly (50% each) for both stop-gap and long-term private transportation (see Section 5 & 8).⁶ School Districts/Independent Charter Schools of Origin/CMOs of Origin participating in this shared transportation cost component will be added as indemnified parties to the private transportation agreement.
1. Appendix E, Estimated Private Vendor Costs, have been projected based on the data from the pilot project, broken down by School District/Independent Charter Schools of Origin/CMOs of Origin, and includes an estimated growth rate and an estimated eight (8) percent administrative fee split evenly between DCFS and the School Districts/Independent Charter Schools /CMOs. Annual changes or adjustments to the amounts identified in Appendix E will be distributed to all affected parties and incorporated into this agreement through a change notice.
 2. School Districts/Independent Charter Schools /CMOs
 - a. School Districts/Independent Charter Schools/CMOs that wish to participate may sign on at any time and provide monies as outlined in Appendix E, Estimated Private Vendor Cost or at an agreed upon pro-rated rate.
 - b. Participating School Districts/Independent Charter Schools /CMOs will issue a check to the County of Los Angeles and send it to the attention of:
Dennis Conte
County of Los Angeles
Workforce Development, Aging & Community Services
510 S. Vermont Avenue, 11th Floor
Los Angeles, CA 90020
 - c. Separate accounts will be established for each participating School District/Independent Charter Schools/CMOs in a non-interest bearing trust fund for the private transportation vendor services. Initial establishment of the account may take up to 30 days. Notice of the account, once established, and invoice copies will be sent to the individual identified in Appendix D, Points of Contact.
 - i. When the account balance falls below 60% notice shall be provided to the individual identified in Appendix D, Points of Contact.
 - ii. If additional funds are not available, private transportation services will cease when funds fall below 2%

⁶ Pending available funding

- iii. Following the initial signing year, School Districts/Independent Charter Schools /CMOs must provide their shared cost allocation as shown in Appendix E, Estimated Private Vendor Cost, no later than July 15th for the upcoming academic year.
3. DCFS shall establish a departmental service order or other agreed upon payment method in the amounts identified in Appendix E, Estimated Private Vendor Costs, to match the costs for those School Districts/Independent Charter Schools/CMOs participating under this agreement.

4. Identifying Youth Entering Foster Care Who Will Be Placed In Out-of-Home-Care (OHC) or Who Are Changing Placement⁷

- A. DCFS Children's Social Worker (CSW) will provide notification to the School District/Independent Charter School/CMO Foster Youth Liaison, no later than one business day after the youth placed in OHC or moved to a new OHC placement. Notification may be made using the Initial Placement Notification, Form 1399⁸, or another suitable method to the School District/Independent Charter School/CMO Foster Youth Liaison. If the youth has an active Individualized Education Plan (IEP), rules of court require that any local education agencies involved receive notice at least 10 days in advance of the school change (CA Rule of Ct. 5.651(e)(1)(B).). The notification shall also remind the School District of Origin's/Independent Charter Schools of Origin's/CMOs of Origin's District Foster Youth Liaison of a potential need for a best interest determination⁹ (BID)(see Section 7).
- B. School Districts/Independent Charter Schools of Origin/CMOs of Origin shall ensure that there is a designated School District/Independent Charter Schools of Origin/CMOs of Origin Foster Youth Liaison (or other designee) to receive and respond to these notifications in a timely manner. School Districts/Independent Charter Schools of Origin/CMOs of Origin shall provide updated contact information for this individual and send it to LACOE Foster Youth Services Coordinating Program (FYSCP). LACOE FYSCP will update this list on their website and email the DCFS Education Section YES email box at youth.education.support@dcfs.lacounty.gov.
- C. DCFS will share the youth's CSW information through the DCFS 1399 form that they provide to the school as well as through weekly data sharing between California Department of Education (CDE) and California Department of Social Services (CDSS). If a School District/Independent Charter School/CMO would like to make a transportation

⁷ Please see Appendix E for a flowchart of the entire long-term ESSA process.

⁸ DCFS 1399: Notification to School of Pupil's Foster Care Status and/or Request for Transfer of Pupil and Records. This form shall be submitted to the School Districts via fax or email, until the LACOE Education Passport System is fully implemented and the DCFS 1399 form can be sent electronically to School Districts through that system. The 1399 form also has instructions for the school and district regarding procedures for pursuing an IEP for the student.

⁹ See Appendix A for definition

referral, they can email the CSW assigned to the youth's case who will then connect the School District/Independent Charter School/CMO with the appropriate Education Specialist.

- D. If LACOE FYSCP receives any transportation referrals, they will forward them to the DCFS Education Unit YES email box at youth.education.support@dcs.lacounty.gov.

5. Stop-Gap Transportation

For Newly Detained Youth Not Placed in STRTPs

- A. DCFS CSW will discuss with the Education Rights Holder (ERH) and the DCFS supervised youth both of their education rights as well as the potential for a BID meeting to be called in the future.
- B. DCFS will determine whether immediate stop-gap transportation to the SOO is necessary while a best-interest determination is being made (Section 7) and long-term transportation plans finalized (Section 8).
- C. If an immediate default stop-gap option¹⁰ is feasible, that method will be utilized. DCFS and/or School District/Independent Charter School/CMO Foster Youth Liaison, depending on the method of stop-gap transportation, will coordinate with the resource family as needed to facilitate stop-gap transportation.
- D. If an immediate default stop-gap transportation option is not available, DCFS will refer to the contracted private vendor to schedule a ride. The referral will be sent simultaneously to the contracted private vendor and to WDACS. WDACS, as the contract holder, will track the invoices and oversee the fiscal monitoring. The contracted private vendor will set-up the ride and send out a confirmation email to the CSW, School District/Independent Charter School/CMO Foster Youth Liaison, and Education Specialist.
- E. All costs will be split according to Section 3. If DCFS does not provide notification to the School District/Independent Charter School/CMO as described in paragraph 4A above, the School District/Independent Charter School/CMO is only responsible for paying for half of the cost of the most cost-effective stop-gap transportation method that could have been provided had they been notified no later than one business day after the youth placed in OHC or moved to a new OHC placement. If the most cost-effective method is different than what DCFS provided, the School District/Independent Charter School/CMO will provide evidence that they would have been able to implement a more cost-effective stop-gap method if the notice had been provided within one business day. Once notice has been provided to the School District/Independent Charter School/CMO all costs will be split according to Section 3.

¹⁰ An immediate default stop-gap option is an option that can be implemented to ensure the youth can attend their school of origin immediately, this may include caregiver driving the youth to school, child can walk, TAP cards, etc.

For Newly Detained Youth Placed in STRTPs

- F. The STRTP will provide immediate stop-gap transportation to the youth's SOO, which includes any SOO in an Independent Charter School/CMO.

6. Identifying the Education Rights Holder

For Newly Detained Youth:

- A. At the initial court hearing, the court must consider who holds the education rights and whether the parental education rights are to be limited or terminated. If they are limited or terminated, then the court may assign a new or co-ERH to make education decisions on behalf of the foster youth, using form JV 535 (Order Designating Education Rights Holder).¹¹
- B. Once an ERH has been determined or newly assigned, the CSW will inform the ERH of their rights, the youth of their educational rights, and the potential for a Best Interest Determination meeting to be called in the future (Section 7).

For Replacements:

- C. If the ERH is listed and reachable, the CSW will call the ERH and inform them of the ERH's rights, the youth's educational rights, and the potential for a Best Interest Determination meeting to be called in the future (Section 7).
- D. If an ERH is not listed or the CSW cannot get a hold of them, the CSW will either 1) bring up this issue at an upcoming Court Hearing or 2) fill out and file a JV-539 (Request for Hearing Regarding Child's Education).
- E. If a CSW uses an existing hearing or walk-ons to address the issue of not being able to reach an ERH, the Court will determine whether or not the current ERH rights are to be limited or terminated or assign a new ERH or co-ERH.
- F. Once an ERH has been determined or newly assigned, the CSW will inform them of their rights as well as the potential for a BID meeting to be called in the future (Section 7).

7. Best Interest Determination (BID)¹²

- A. The SOO, which includes any SOO in a School District/Independent Charter School/CMO, is the default school placement. Prior to any school changes, a BID process must occur. The youth may not be unenrolled from school until and unless that determination finds it in his/her best interest to change school placements. The youth must be transported to the SOO through the stop-gap process outlined in Section 5, until the long-term method of transportation is determined (Section 8).
- B. Data will be gathered from DCFS and the School District/Independent Charter/CMO to track whether the BID is happening in a timely manner. A reminder will be sent to the

¹¹ California Rule of Court 5.651 (b)(1)

¹² See Appendix A for definition and Appendix B for tool.

DCFS CSW and School District/Independent Charter/CMO Foster Youth Liaison to convene a BID with the ERH and youth.

- C. When a BID is convened, the ERH, youth, CSW and School District/Independent Charter/CMO Foster Youth Liaison may use Appendix B: BID Tool to help guide their discussion.
- D. Before recommending that a youth be moved from his/her SOO, the School District/Independent Charter/CMO Foster Youth Liaison shall provide the youth and the ERH with a written explanation stating the basis for the recommendation and how the recommendation serves the youth's best interest. The youth's ERH ultimately decides whether to invoke or waive SOO rights.
- E. If the ERH determines that the best interest of the youth would be served by his/her transfer to a school other than the SOO, the youth shall immediately be enrolled in the new school. If DCFS or any other party disagrees with the ERH's best-interest determination, they should refer to Section 13 for Dispute Resolution procedures.
- F. If the ERH determines that the youth will remain in their SOO, the School District/Independent Charter/CMO and DCFS CSW, in consultation with the Education Specialist, shall then move to the Method of Transportation discussion¹³ (Section 8).

8. Long-Term Method of Transportation

For Newly Detained Youth Not Placed in STRTPs

- A. The DCFS CSW, Education Specialist, and the School District/Independent Charter/CMO Foster Youth Liaison will discuss the available long-term transportation options for the student. DCFS and Districts will work to exhaust all resources prior to requesting private transportation (see Appendix C for tool). This conversation only occurs if during the BID, the ERH determines the youth shall remain in the SOO.
- B. DCFS CSW will determine 1) the resource family's capacity to provide transportation (with mileage reimbursement) to the SOO, and/or 2) the possibility of the student's using bus passes or public transportation vouchers.
- C. The School District/Independent Charter/CMO Foster Youth Liaison assesses whether 1) the youth is eligible for transportation services under another entitlement, 2) a related service is included in his/her Individualized Education Plan (IEP) or 504 Plan, or 3) the School District/Independent Charter/CMO is able to incorporate the student into an existing bus route, modify an existing bus route, or other no cost or low-cost options. Transportation is provided and funded by the School District/Independent Charter/CMO if option 3 is available. School Districts/Independent Charter/CMO can collaborate to provide transportation to the SOO when a student in OHC resides outside of the boundaries of the School District/Independent Charter/CMO of origin. This can include,

¹³ This discussion must be separate and have no bearing on the BID. See Appendix C for tool.

but is not limited to, School Districts/Independent Charters/CMOs modifying and connecting cross-district routes, or one School District/Independent Charter/CMO providing transportation to the SOO while the other provides transportation from the SOO. The School District/Independent Charter/CMO of origin can contact the district of residence directly or send an email to request facilitation.

- D. If multiple non-private transportation options are available, DCFS and School Districts/Independent Charters/CMOs should select the most “cost-effective” and “reasonable” which means considering the cost, distance, length, and developmental appropriateness of the mode of transportation.¹⁴ Once a selection is made, this method shall be administered and costs split in accordance with Section 3.
- E. If all non-private vendor transportation options are exhausted, the contracted private vendor is chosen as the long-term method of transportation, and DCFS Education Specialists shall send a referral to the contracted private vendor. A copy of the referral will also be sent to WDACS staff assigned to this contract for monitoring and administration purposes.
- F. If only one transportation option is available and is cost-effective and reasonable given the youth’s developmental needs,¹⁵ this method shall be administered as the long-term transportation plan for the foster youth. Costs shall be split according to the cost-sharing methodology laid out in Section 3.
- G. In setting up transportation plans, best efforts should be made to accommodate for participation in before and after school sponsored activities, education related activities, or child care. School Districts/Independent Charters/CMOs will work with their affiliated after-school programs to create procedures for the contracted private vendor drivers to pick-up foster youth.
- H. If DCFS and School Districts/Independent Charters/CMOs disagree over which options are cost-effective and reasonable and cannot come to an agreement on their own during the Long-Term Transportation Discussion, they will move to Dispute Resolution (Section 13 A&B). For disagreements between the ERH or caregiver regarding the long-term method of transportation, refer to Section 13F. The student must continue to receive stop-gap transportation during the pendency of the dispute (Section 5).

For Newly Detained Youth Placed in STRTPs

- I. The STRTP will provide long-term transportation to the youth’s school of origin, which includes any SOO in an Independent Charter School/CMO.

9. Timing of Implementing Long-Term Transportation

¹⁴ Ibid.

¹⁵ Non-Regulatory Guidance: Ensuring Educational Stability for Children in Foster Care issued by the U.S. Department of Education and the U.S. Department of Health and Human Services on June 23, 2016.

- A. DCFS and the School Districts/Independent Charter/CMO have five school days after the best-interest determination is finalized to implement the long-term transportation plan. In the interim, stop-gap transportation is provided as outlined in Section 5.

Figure 1. Overview of SOO Transportation



10. Duration of Transportation

- A. Transportation is provided for the duration of the child's time in OHC, unless the ERH determines it is no longer in the youth's best interest to remain in the SOO.
- B. Stop-gap transportation is intended to be short-term and ends when long-term arrangements determined by DCFS and School Districts/Independent Charters/CMOs are implemented as outlined in Section 8.
- C. Stop-gap transportation can become the long-term plan if DCFS and School District/Independent Charter/CMO Foster Youth Liaison confirm this by e-mail.
- D. To maintain educational stability, if a youth exits foster care before the end of a school year, transportation to the SOO is maintained by the youth's School District/Independent Charter/CMO of origin through the end of the school year, when possible.¹⁶
- E. While the Federal right to transportation ends when the foster care case closes, under California education law, when a youth in grade 1-8 leaves care, they maintain the right to attend school at their SOO for the remainder of the school year¹⁷. If the youth is in high school, this right extends until high school graduation. Though the School District/Independent Charter/CMO and DCFS no longer have obligations to provide or fund the transportation, School Districts/Independent Charters/CMOs and DCFS should work with resource families and ERHs in anticipation of the closing of a youth's case to support them in coming up with ideas to support the exercise of this right.¹⁸

11. Transportation Arrangements for Los Angeles County Youth In Foster Care Placed Outside of Los Angeles County

¹⁶ Non-regulatory Guidance, Pg. 11, Question 11: "SEAs and LEAs should consider adopting policies that allow a child that exited foster care during the school year to continue in the school of origin through at least the end of academic year, if appropriate."

¹⁷ Cal. Educ. Code § 48853.5(f)(5).

¹⁸ Cal. Educ. Code § 48853.5(f).

- A. DCFS CSW notifies DCFS Education Specialist via email upon learning that a youth under the jurisdiction of Los Angeles County DCFS will be placed in an OHC placement outside of Los Angeles County.
- B. DCFS CSW immediately notifies the SOO using the DCFS 1399 form.
- C. Whenever possible, the parties in this Agreement will use the procedures provided in this Agreement to provide transportation to the SOO for a youth placed outside of Los Angeles County.

12. Data and Evaluation

- A. School Districts/Independent Charter Schools/CMOs, DCFS, and LACOE agree to share relevant data to compile lessons learned and track progress.
- B. School Districts/Independent Charter Schools/CMOs and DCFS will collect data on:
 - Lessons learned,
 - Potential barriers to countywide implementation,
 - Numbers of youth served,
 - Modes of transportation used,
 - Average distances traveled,
 - Costs associated with transportation, and
 - Other information that the parties agree is important for understanding lessons learned and program performance, and to develop recommendations for program improvement.
- C. LACOE will work on developing and implementing the Education Passport System to help the exchange and availability of clean education data between child welfare and education which will be helpful to assessing outcomes for school stability in the long-term.

13. Dispute Resolution¹⁹

When DCFS and the District/Independent Charter School/CMO Disagree on the most cost-effective option during the long-term transportation discussion:

- A. School Districts/Independent Charter Schools/CMOs and DCFS must make every effort to collaborate in serving children in OHC. When a dispute arises between the agencies over method of transportation or paying the costs of transportation, the School District/Independent Charter School/CMO and DCFS must make every effort to resolve the dispute collaboratively at the local level.
- B. If the School District/Independent Charter School/CMO Foster Youth Liaison and CSW do not agree on the method of transportation, they must send, by email, details of the dispute to the DCFS manager and School District/Independent Charter School/CMO

¹⁹ California Rule of Court 5.651(e).

administrator. Note that the youth must be provided continued transportation through the pendency of the dispute, paid for as per cost-sharing in Section 3.

- C. The school district administrator and DCFS manager should work together to review the case and resolve the dispute. If they reach agreement, they will email the line staff their decision to be implemented.
- D. If the School District/Independent Charter School/CMO administrator and DCFS manager cannot come to agreement, a request should be sent by email to the School District/Independent Charter School/CMO Superintendent (or designee) and the DCFS Director (or designee) for a review of the case. The School District/Independent Charter School/CMO Superintendent (or designee) and the DCFS Director (or designee) should meet to review the case and resolve the dispute. If they reach agreement they should email their decision to the School District/Independent Charter School/CMO administrator and DCFS manager to manage implementation of their decision.
- E. If the School District/Independent Charter School/CMO Superintendent (or designee) and the DCFS director (or designee) cannot resolve the dispute, then the School District/Independent Charter School/CMO Superintendent (or designee) and DCFS Director (or designee) will initiate proceedings with an independent mediator that is agreed upon by both the DCFS and School District/Independent Charter School/CMO. The dispute resolution method may be reviewed one year after the contract is executed and amended if the DCFS and School District/Independent Charter School/CMO agree to a different mechanism for dispute resolution.

When the ERH or Caregiver Disagree with the long-term method of transportation chosen by DCFS and the School District/Independent Charter/CMO:

- F. If the ERH or resource family disagrees with the method that the School District/Independent Charter School/CMO and DCFS choose as the long-term method of transportation, the ERH or caregiver may file the JV-539 (Request for Hearing Regarding Child's Education) or reach out to their attorney to walk-on this issue to Dependency Court.

Department of Education Uniform Compliant Procedures:

- G. Nothing in this agreement is intended to limit the rights of any person or agency, including but not limited to a youth, ERH, biological parent, foster/resource parent, or another representative of a foster child, to file a complaint with the California Department of Education using the Uniform Complaint Procedures (UCP) authorized by the California Code of Regulations Title 5, Sections 4600-4687 or to pursue other available remedies. Each School District/Independent Charter School/CMO is required to adopt UCP compliant policies and procedures and designate a staff member to be responsible for receiving, investigating, and resolving complaints. This information is commonly found on a School District's/Independent Charter School's/CMO's website, but the School

District/Independent Charter School/CMO foster-care point of contact can also be contacted to provide the details of that district's policy.

H. The following applies while the UCP processes referenced in Section 13D is being conducted:

1. The child remains in the SOO as required by ESSA and
2. Transportation is provided and paid for as outlined in Sections 3 and 5, while the dispute process is pending.²⁰

14. Additional Roles

LACOE FYSCP will facilitate implementation of countywide ESSA transportation by:

- A. Provide materials, tools and training to stakeholders (Child Welfare, School Districts/Independent Charter Schools/CMOs, and Caregivers) on BID and SOO rights.
- B. Collect agreed upon data from DCFS and School Districts/Independent Charter Schools/CMOs.
- C. Provide staffing to maintain data and provide analysis (this can also be a contracted evaluator).
- D. Complete annual reports for California Department of Education and all partners of this agreement on program impacts based on agreed upon outcome goals.

15. Termination

- A. Any party may terminate this agreement without penalty at any time but must provide 30 school days written notice. Notice is deemed served on the date of mailing to the following address:

Department of Children and Family Services
Head Quarters
Brandon Nichols, Interim Director
510 S. Vermont Avenue, 10th Floor
Los Angeles, CA 90020

16. Amendments

- A. This agreement may be amended in writing. For changes that materially affect the scope, term of agreement, and/or funding for the agreement, Amendments to the agreement must be prepared and executed by the parties.
- B. For non-material changes, a written request by e-mail or letter from one party to DCFS shall be made. DCFS will distribute the request to the affected parties for approval. Once approved by the affected parties, a Change Notice may be issued and signed by DCFS.

²⁰ ESEA section 1111(g){1}(E)(i)

C. Changes to the assignment of the County entity administering the Private Transportation Vendor contract can be made through a Change Notice to all concerned parties within 10 business days prior.

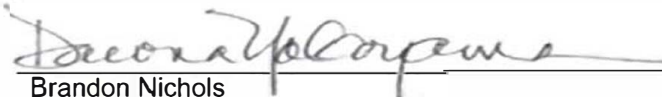
17. Facsimile Representation

Parties to this agreement hereby agree to regard facsimile representations of original signature of authorized officers of each party, when appearing in appropriate places on the amendments prepared pursuant to Section 15, Amendments, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this agreement, such that the parties need not follow-up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

18. Execution Requirements/Counterparts

Proper signatures required for execution of this instrument may be by original signature; photocopy; fax/facsimile copy; valid, encrypted, electronic transmission signature; and/or other commonly accepted, widely used, commercially acceptable signature methods. This agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

Signatures by authorized Department Heads, Superintendents, or designees:

 for _____
Brandon Nichols
Interim Director
Department of Children & Family Services
Date _____



Debra Duardo M.S.W., Ed.D.
Superintendent
Los Angeles County Office of Education
Date _____
June 22, 2022



Otto Solorzano
Acting Director
Workforce Development, Aging and Community Services Department
Date _____
06/07/22

Richard Moreno
Director of Schools
Options For Youth - San Gabriel Inc.
Date _____

Appendix A: Definitions

Additional costs: Costs incurred in providing transportation to the school of origin reflect the difference between what a local education agency (LEA) otherwise would spend to transport a youth to his/her assigned school and the cost of transporting a child in foster care to his/her school of origin. For example, if the LEA provides transportation through an established bus route, there is no additional cost. If the LEA provides special transportation only for the child in foster care (e.g., through a private vehicle or transportation company), the difference between the special transportation costs and the usual transportation costs can be considered additional. If the LEA must re-route buses to transport a child in foster care to one of its schools, the cost of this re-routing can be considered additional cost.

School District/Independent Charter School/CMO Foster Youth Liaison: Every School District/Independent Charter/CMO must appoint an educational liaison to serve foster children. EC §48853.5(b).

Best-Interest determination: Under federal and California law, upon removal of a child into out-of-home care or a child is removed to a new out-of-home care placement, the child shall remain or enroll in his/her school of origin unless a determination is made that it is not in the child's best interest to attend the school of origin. Factors to consider when determining if maintaining school of origin enrollment is in the foster youth's best interest include, but are not limited to preferences of the child; preferences of the child's parent(s) or education decision-maker(s); the child's attachment to the school, including meaningful relationships with staff and peers; the placement of the child's sibling(s); influence of the school climate on the child, including safety; the availability and quality of services in the school to meet the child's educational and socio-emotional needs; the history of school transfers and how they have affected the child; and how the length of the commute would affect the child, based on the child's developmental stage.

Youth in foster care: ESSA provides for transportation for a foster youth placed in out-of-home care to the youth's school of origin. A "youth in foster care" under the LCFF definition, who are living at home with either parent, may be entitled to remain in their school of origin, but are not entitled to the ESSA transportation mandates and provisions.

School of origin: Per California Education Code Section 48853.5 (g), the school of origin is the school that the foster child attended when permanently housed or the school in which the foster child was last enrolled. If the school the foster child attended when permanently housed is different from the school in which the foster child was last enrolled, or if the foster child attended some other school where he/she is connected and that he/she attended within the immediately preceding 15 months, the educational liaison, in consultation with and with the agreement of the foster child and the person holding the right to make educational decisions for the foster child, shall determine, in the best interests of the foster child, the school to be deemed the school of origin.

School District/Independent Charter/CMO of origin: The district that operates the school of origin.

Appendix B: Best Interest Determination Tool

Step 1: Best Interest Determination

The Education Rights Holder—with input from the student, social worker/probation officer, School District/Independent Charter School/CMO Foster Youth Liaison, and caregiver—should consider the following factors to assess whether it is in the student’s best interest to remain in his or her school of origin. **Complete this tool and select the school choice that is in the student’s best interest to attend.**

Remain at Current School (School of Origin)	Transfer to Other School Attended in Prior 15 Months or School Attended Where Student Last Permanently Resided (School of Origin)	Transfer to New School Near Placement ²¹
<input type="checkbox"/> Student preference Student wants to remain in the same school.	<input type="checkbox"/> Student preference Student wants to attend this school.	<input type="checkbox"/> Student preference Student wants to transfer to new local school.
<input type="checkbox"/> Student safety/school climate Student is safe and feels comfortable in this school environment. (Consider substance use, positive interventions, positive/negative peer relationships, any specific safety concerns for student, etc.)	<input type="checkbox"/> Student safety/school climate Student is safe and feels comfortable in this school environment. (Consider substance use, positive interventions, positive/negative peer relationships, any specific safety concerns for student, etc.)	<input type="checkbox"/> Student safety/school climate Student is safe and feels comfortable in this school environment. (Consider substance use, positive interventions, positive/negative peer relationships, any specific safety concerns for student, etc.)
<input type="checkbox"/> Length of attendance/strong ties Student attended this school for an extended period of time and developed strong positive ties (friends, teachers/staff, extracurricular activities).	<input type="checkbox"/> Length of attendance/strong ties Student previously attended this school and developed strong positive ties; or matriculating into this school would preserve strong positive ties.	<input type="checkbox"/> Length of attendance/strong ties Student does not have strong positive ties to a previous school.
<input type="checkbox"/> Academics School is best able to meet student’s academic needs (sustain strong academic performance or help student if underperforming).	<input type="checkbox"/> Academics School is best able to meet student’s academic needs (sustain strong academic performance or help student if underperforming).	<input type="checkbox"/> Academics School is best able to meet student’s academic needs (sustain strong academic performance or help student if underperforming).
<input type="checkbox"/> Special needs School is best able to meet special needs (e.g., IEP, mental health services, English Learner program, child care, etc.).	<input type="checkbox"/> Special needs School is best able to meet special needs (e.g., IEP, mental health services, English Learner program, child care, etc.).	<input type="checkbox"/> Special needs School is best able to meet special needs (e.g., IEP, mental health services, English Learner program, child care, etc.).
<input type="checkbox"/> Timing of transfer Student would have to change schools mid-year, during testing, etc.	<input type="checkbox"/> Timing of transfer School change would occur at end of school year or end of semester.	<input type="checkbox"/> Timing of transfer School change would occur at end of school year or end of semester.
<input type="checkbox"/> Commute time Commute is not so long as to negatively affect the student, in light of student’s age, needs, and activities, and student is willing to commute.	<input type="checkbox"/> Commute time Commute is not so long as to negatively affect the student, in light of student’s age, needs, and activities, and student is willing to commute.	<input type="checkbox"/> Commute time Commute time to school(s) of origin will negatively affect the student, in light of student’s age, needs, activities and willingness to commute.
<input type="checkbox"/> Extracurricular Activities Student has the ability to participate in extracurricular activities of interest at this school.	<input type="checkbox"/> Extracurricular Activities Student has the ability to participate in extracurricular activities of interest at this school.	<input type="checkbox"/> Extracurricular Activities Student has the ability to participate in extracurricular activities of interest at this school.
<input type="checkbox"/> Length of anticipated stay This school is best option in light of anticipated length of placement and student’s permanency plan.	<input type="checkbox"/> Length of anticipated stay This school is best option in light of anticipated length of placement and student’s permanency plan.	<input type="checkbox"/> Length of anticipated stay This school is best option in light of anticipated length of placement and student’s permanency plan.
<input type="checkbox"/> Other factors <u>Examples:</u> Number of past school changes; siblings’ school placement; etc.	<input type="checkbox"/> Other factors <u>Examples:</u> Number of past school changes; siblings’ school placement; etc.	<input type="checkbox"/> Other factors <u>Examples:</u> Number of past school changes; siblings’ school placement; etc.

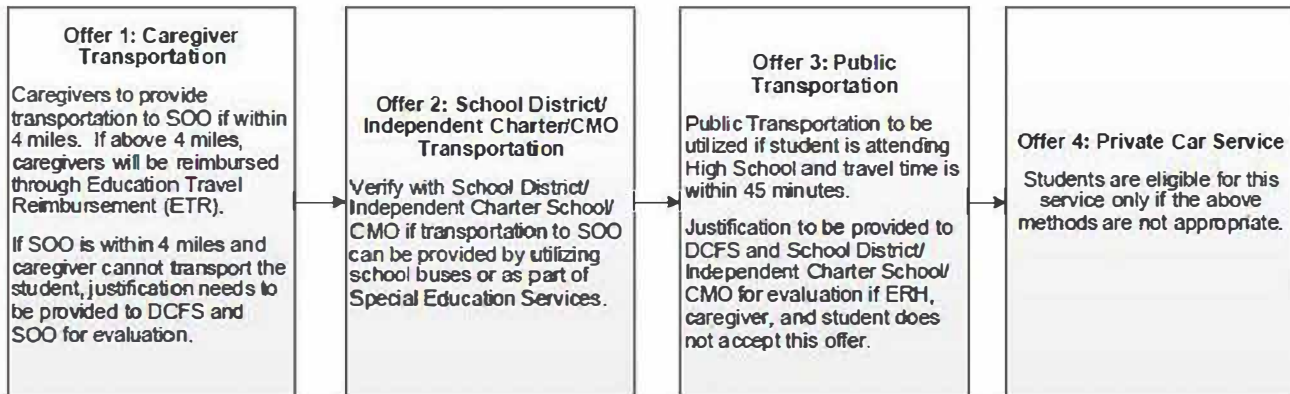
²¹ The school considered must be the local school of the least restrictive environment based on the best interest of the child as determined by the education rights holder.

Appendix C: Method of Transportation Tool

Method of Transportation Tool

Step 2: School of Origin Method of Transportation*

**To be used after Step 1: Best Interest Determination, if the youth will remain in the school of origin. Method of transportation is decided by SOO and DCFS.*



Appendix D. Points of Contact

Los Angeles County Department of Children and Family Services

Loren Solem-Kuehl
562-345-6610
solemlb@dcss.lacounty.gov

Los Angeles County Office of Education

La Shona Jenkins
562-922-6469
Jenkins_LaShona@lacoed.edu

Los Angeles County School Districts

Please visit

<https://docs.google.com/spreadsheets/d/1M0XdZh9xWk10sYznG5mn37iGC5YdRx82/edit#gid=585444824> for an updated list of District Foster Youth Liaisons for each School District.

Los Angeles County Independent Charter Schools/CMOs

Please visit <https://www.cde.ca.gov/ls/pf/fy/ab490contacts.asp> for an updated list of Foster Youth Liaisons for each Independent Charter School/CMO.

Appendix E. Estimated Private Vendor Costs

Table 1 below reflects an estimated 12 month shared cost for each School District and DCFS for the private vendor for FY 2021-2022. Estimates for Independent Charter School/CMO will be based on a comparable sized School District and the number of foster youth they serve. Table 2 below reflects the estimated 12 month shared cost for each Independent Charter School/CMO and DCFS for the private vendor for FY 2021-2022. The estimated costs below are based on calculations using the ESSA School Stability, cost data and anticipated growth from the 2019-2020 fiscal year²². An eight (8) percent administrative fee split evenly between DCFS and the School Districts/Independent Charter Schools/CMOs is included in the estimated cost below.

Table 1. 2021-2022 Fiscal Year Estimated 12 Month ESSA School Stability Transportation Costs for School Districts		
District	Estimated 12 Month Cost for DCFS	Estimated 12 Month Cost for District
ABC Unified	\$30,666.51	\$30,666.51
Acton-Agua Dulce Unified	\$7,995.09	\$7,995.09
Alhambra Unified	\$34,367.82	\$34,367.82
Antelope Valley Union High	\$52,229.60	\$52,229.60
Azusa Unified	\$2,000.00	\$2,000.00
Baldwin Park Unified	\$7,995.09	\$7,995.09
Bassett Unified	\$5,375.22	\$5,375.22
Bellflower Unified	\$30,666.51	\$30,666.51
Beverly Hills Unified	\$14,997.20	\$14,997.20
Bonita Unified	\$42,548.87	\$42,548.87
Burbank Unified	\$4,157.30	\$4,157.30
Castaic Union	\$2,745.10	\$2,745.10
Centinela Valley Union High	\$5,257.69	\$5,257.69
Charter Oak Unified	\$26,374.81	\$26,374.81
Claremont Unified	\$4,000.00	\$4,000.00
Compton Unified	\$30,444.76	\$30,444.76
Covina-Valley Unified	\$11,475.10	\$11,475.10
Culver City Unified	\$8,304.37	\$8,304.37
Downey Unified	\$12,333.30	\$12,333.30
Duarte Unified	\$5,257.69	\$5,257.69
East Whittier City Elementary	\$11,475.10	\$11,475.10
Eastside Union Elementary	\$1,883.01	\$1,883.01
El Monte City	\$802.47	\$802.47
El Monte Union High	\$54,994.45	\$54,994.45

²² As no rides were provided during COVID, we are using data from 2019-2020 to estimate costs and anticipate growth for the 2021-2022 fiscal year.

El Rancho Unified	\$15,298.09	\$15,298.09
El Segundo USD	\$2,438.09	\$2,438.09
Garvey Elementary	\$11,475.10	\$11,475.10
Glendale Unified	\$16,762.71	\$16,762.71
Glendora Unified	\$7,918.67	\$7,918.67
Gorman School District	\$2,275.27	\$2,275.27
Hacienda la Puente Unified	\$7,995.09	\$7,995.09
Hawthorne	\$5,429.71	\$5,429.71
Hermosa Beach	\$2,438.09	\$2,438.09
Hughes-Elizabeth Lake (HLUSD)	\$2,438.09	\$2,438.09
Inglewood Unified	\$8,336.34	\$8,336.34
Keppel Union Elementary	\$2,438.09	\$2,438.09
La Canada	\$2,438.09	\$2,438.09
Lancaster Elementary	\$30,791.55	\$30,791.55
Las Virgenes Unified	\$2,745.10	\$2,745.10
Lawndale Elementary	\$8,304.37	\$8,304.37
Lennox	\$2,454.89	\$2,454.89
Little Lake City Elementary	\$5,257.69	\$5,257.69
Long Beach Unified	\$114,472.81	\$114,472.81
Los Angeles Unified	\$690,905.48	\$690,905.48
Los Nietos	\$8,304.37	\$8,304.37
Lowell Joint	\$2,745.10	\$2,745.10
Lynwood Unified	\$2,310.70	\$2,310.70
Manhattan Beach	\$2,438.09	\$2,438.09
Monrovia Unified	\$19,188.18	\$19,188.18
Montebello Unified	\$7,581.71	\$7,581.71
Mountain View Elementary	\$5,853.05	\$5,853.05
Newhall	\$23,280.24	\$23,280.24
Norwalk-La Mirada Unified	\$21,994.06	\$21,994.06
Palmdale Elementary	\$20,856.50	\$20,856.50
Palos Verdes	\$2,275.27	\$2,275.27
Paramount Unified	\$29,848.88	\$29,848.88
Pasadena Unified	\$38,812.68	\$38,812.68
Pomona Unified	\$42,161.69	\$42,161.69
Redondo Beach (RBUSD)	\$2,275.27	\$2,275.27
Rosemead School District	\$2,275.27	\$2,275.27
Rowland Unified	\$11,286.72	\$11,286.72
San Gabriel Unified	\$8,304.37	\$8,304.37
San Marino	\$14,997.20	\$14,997.20
Santa Monica-Malibu Unified	\$23,280.24	\$23,280.24
Saugus Union	\$11,665.99	\$11,665.99
South Pasadena Unified	\$2,745.10	\$2,745.10

South Whittier Elementary	\$1,955.72	\$1,955.72
Temple City Unified	\$8,304.37	\$8,304.37
Torrance Unified	\$21,812.35	\$21,812.35
Valle Lindo	\$2,745.10	\$2,745.10
Walnut Valley	\$4,157.30	\$4,157.30
West Covina Unified	\$34,394.66	\$34,394.66
Westside Union Elementary	\$22,603.04	\$22,603.04
Whittier City Elementary	\$5,853.05	\$5,853.05
Whittier Union High	\$8,789.87	\$8,789.87
William S. Hart Union High	\$70,603.79	\$70,603.79
Wilsona Elementary	\$16,762.71	\$16,762.71
Wiseburn Unified	\$2,275.27	\$2,275.27
Total	\$1,855,698.29	\$1,855,698.29

Table 1. 2021-2022 Fiscal Year Estimated 12 Month ESSA School Stability Transportation Costs for Independent Charter Schools/CMOs

Number of Foster Youth (Based on CDE 2019-2020 DataQuest Count)	Estimated 12 Month Cost for DCFS	Estimated 12 Month Cost for Independent Charter School and/or Organization
2	\$2,438.09	\$2,438.09
3	\$2,438.09	\$2,438.09
4	\$2,438.09	\$2,438.09
5	\$2,438.09	\$2,438.09
6	\$2,438.09	\$2,438.09
11	\$2,275.27	\$2,275.27
13	\$2,745.10	\$2,745.10
15	\$2,745.10	\$2,745.10
16	\$2,745.10	\$2,745.10
18	\$2,745.10	\$2,745.10
20	\$2,275.27	\$2,275.27
21	\$2,745.10	\$2,745.10
22	\$8,304.37	\$8,304.37
27	\$8,304.37	\$8,304.37
28	\$8,304.37	\$8,304.37
29	\$8,304.37	\$8,304.37
41	\$8,304.37	\$8,304.37
51	\$16,762.71	\$16,762.71

Interagency Agreement between the
Los Angeles County Department of Children and Family Services (DCFS),
the Los Angeles County Office of Workforce Development, Aging and Community Services
(WDACS), the Los Angeles County Office of Education (LACOE), Undersigned Independent
Charter Schools/Charter Management Organizations, and the Undersigned Los Angeles County
School Districts and their Affiliated Charter Schools
for a Long-Term Transportation Plan to Ensure School Stability
for Foster Care Youth

CHANGE NOTICE #3

The Change Notice updates the Interagency Agreement as follows:

1) Updates the title of the Interagency Agreement

Interagency Agreement between the
Los Angeles County Department of Children and Family Services (DCFS),
the Los Angeles County Office of Education (LACOE), the Undersigned Independent Charter
Schools/Charter Management Organizations, and the Undersigned School Districts and their
Affiliated Charter Schools for Transportation Plan to Ensure School Stability
for Los Angeles County Foster Care Youth

2) Updates Section 2

The provisions of this agreement cover all youth from preschool¹ to 12th grade who are entering foster care, placed in out-of-home care (OHC), or changing placements under the supervision of DCFS (herein after referred to as “youth” or “foster youth”) within all of the undersigned Los Angeles County School Districts (herein after referred to as “Districts” or “School Districts”) or Independent Charter Schools/Charter Management Organizations (herein after referred to as “Independent Charter Schools” or “CMOs”). Transportation services are to be provided from placement to SOO and SOO to placement unless otherwise agreed upon.

3) Updates Section 3D

¹ Non-Regulatory Guidance: Ensuring Educational Stability for Children in Foster Care issued by the U.S. Department of Education and the U.S. Department of Health and Human Services on June 23, 2016 (Question 7, Page 8): If an LEA offers a public preschool education, an LEA must meet the Title I requirements for children in foster care in preschool, including ensuring that a child in foster care remains in his or her preschool of origin, unless a determination is made that it is not in the child’s best interest. (See ESEA section 1111(g)(1)(E))

D. DCFS and School Districts of Origin/Independent Charter Schools of Origin/CMOs of Origin shall split transportation costs evenly (50% each) for both stop-gap and long-term private transportation (see Section 5 & 8).⁶ School Districts/Independent Charter Schools of Origin/CMOs of Origin participating in this shared transportation cost component will be added as indemnified parties to the private transportation agreement.

1. School District/Independent Charter Schools of Origin/CMOs of Origin estimated annual shared cost will be based on private transportation vendor expenditures the previous fiscal year. An eight (8) percent administrative fee split evenly between DCFS and the School Districts/Independent Charter Schools /CMOs is included in this cost.
 - a. School District/Independent Charter Schools of Origin/CMOs of Origin that did not have any expenditures the previous fiscal year or are new to the MOU will be required to have a \$3,000.00 beginning balance for their trust fund.
2. School Districts/Independent Charter Schools /CMOs
 - a. Participating School Districts/Independent Charter Schools /CMOs will issue a check to the County of Los Angeles and send it to the attention of:
Deposit Unit
County of Los Angeles
Department of Children and Family Services
510 S. Vermont Ave., 14th Floor
Los Angeles, CA 90020
 - b. Separate accounts will be established for each participating School District/Independent Charter Schools/CMOs in a non-interest bearing trust fund for the private transportation vendor services. Initial establishment of the account may take up to 30 days. Notice of the account, once established, and receipts of the private transportation vendor expenditures will be sent to the individual identified in Appendix D, Points of Contact.
 - i. When the account balance falls below 60% notice shall be provided to the individual identified in Appendix D, Points of Contact.
 - ii. If additional funds are not available, private transportation services will cease when funds fall below 2%
 - iii. Following the initial signing year, School Districts/Independent Charter Schools /CMOs must provide their shared cost allocation no later than July 15th for the upcoming academic year.

4) Updates Section 5C

C. If an immediate default stop-gap option¹⁰ is feasible, that method will be utilized. DCFS and Districts will work to exhaust all resources prior to requesting private vendor transportation (see Appendix C for tool). DCFS and/or School District/Independent Charter School/CMO Foster Youth Liaison, depending on the method of stop-gap transportation, will coordinate with the resource family as needed to facilitate stop-gap transportation.

5) Updates Section 5D

D. If an immediate default stop-gap transportation option is not available, DCFS will refer to the contracted private vendor to schedule a ride. The referral will be sent simultaneously to the contracted private vendor. DCFS, as the contract holder, will track the invoices and oversee the fiscal monitoring. The contracted private vendor will set-up the ride and send out a confirmation email to the CSW, School District/Independent Charter School/CMO Foster Youth Liaison, and Education Specialist.

6) Updates Section 8E

If all non-private vendor transportation options are exhausted, the contracted private vendor is chosen as the long-term method of transportation, and DCFS Education Specialists shall send a referral to the contracted private vendor.

7) Updates Section 15A

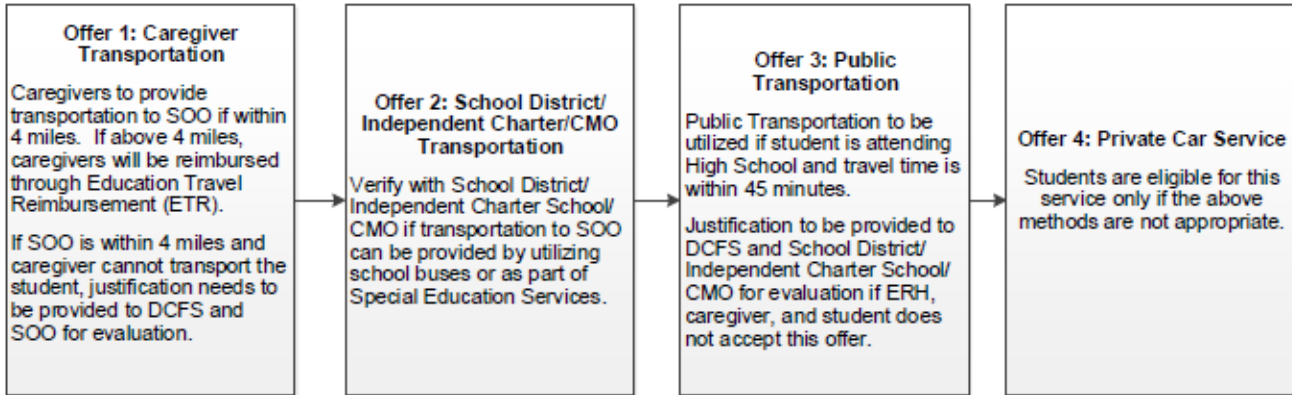
A. Any party may terminate this agreement without penalty at any time but must provide 30 school days written notice. Notice is deemed served on the date of mailing to the following address:

Department of Children and Family Services
Headquarters
Brandon T. Nichols, Director
510 S. Vermont Ave., 10th Floor Los Angeles, CA 90020

8) Delete Appendix C in its entirety with hereto


Appendix C: Method of Transportation Tool

Method of Transportation Tool



9) Delete Appendix E

This modification is being incorporated into the Interagency Agreement by this action, as allowed under Section 3.D.1. and Section 16, Amendments.



BRANDON T. NICHOLS
Director
Department of Children & Family Services

05/25/2023

Date

Interagency Agreement between the
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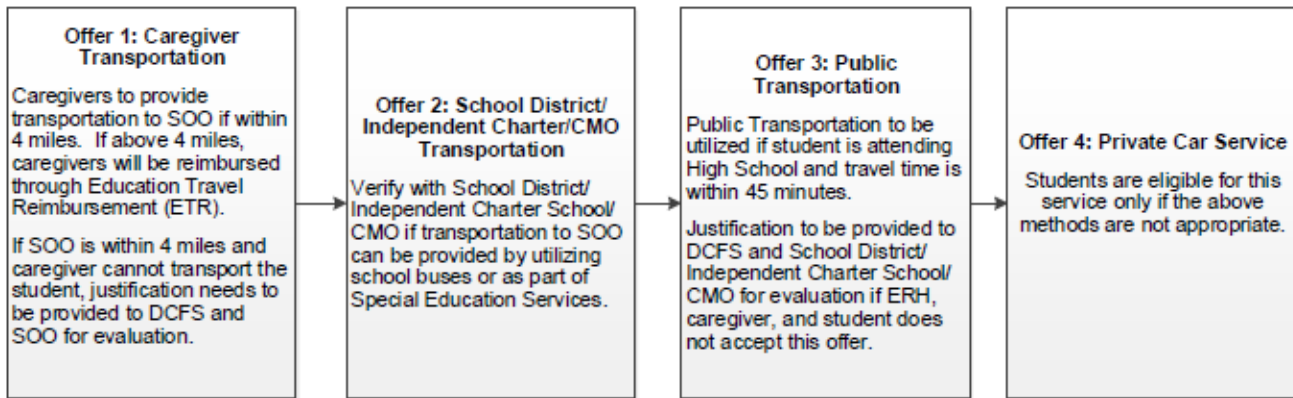
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Method of Transportation Tool



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BRANDON T. NICHOLS
Director
Department of Children and Family Services

07/01/24
Date

C.4 OFY-SG Master Contract for Nonpublic,
Nonsectarian Agency Services between Partners in
Special Education, Inc. and Options For Youth-
San Gabriel, Inc.



OPTIONS FOR YOUTH - SAN GABRIEL, INC.
A California Nonprofit Public Benefit Corporation

November 2025

Agenda Item: OFY-SG Master Contract for Nonpublic, Nonsectarian Agency Services between Partners in Special Education, Inc. and Options For Youth-San Gabriel, Inc.

Purpose: The Board will review and consider approval and/or ratification of the OFY-SG Master Contract for Nonpublic, Nonsectarian Agency Services between Partners in Special Education, Inc. and Options For Youth-San Gabriel, Inc.

The school's prior NPA contract with Prep for Success ran through June 30, 2025, with renewal options. Prep for Success has since merged with Partners in Special Education, and a new contract was drafted, vetted, and approved for June submission, but was not placed on the Board agenda due to oversight.

We are now seeking Board approval of the Partners in Special Education Master contract, effective retroactively to July 1, 2025, to ensure continuity of services.

Contract Terms: July 1, 2025, to June 30, 2026. The agreement can be renewed for an additional term through June 30, 2027

Fiscal Impact: In the 24/25 FY, the charter spent close to \$300,000 with PSE. This amount is split between this Master contract and the Support Services contract. Depending on the need for compliance support services, special student group programs, and professional development, as requested by the charter.

Superintendent's Recommendation: Y

Proposed Motion: Motion to approve and/or ratify the OFY-SG Master Contract for Nonpublic, Nonsectarian Agency Services between Partners in Special Education, Inc. and Options For Youth-San Gabriel, Inc.

Partners in Special Education
320 North Halstead Street, Suite 110
Pasadena, CA 91107



NPA MASTER CONTRACT

MASTER CONTRACT FOR NONPUBLIC, NONSECTARIAN AGENCY SERVICES

This Master Contract for Nonpublic, Nonsectarian Agency Services (“Master Contract”) is entered into by and between Partners in Special Education, Inc., a Nonpublic, Nonsectarian Agency (hereinafter referred to as “PSE”) and Options For Youth – San Gabriel, Inc. (hereinafter referred to as “Client”) for the purpose of providing special education and/or related services to students with exceptional needs under applicable state and federal law.

1. **NPA Certification.** PSE is certified by the California Department of Education (“CDE”) as a nonpublic, nonsectarian agency (“NPA”). All services shall be provided consistent with the areas of certification specified by the Notice of Nonpublic, Nonsectarian Agency Certification (“NPA Certification”) issued by the CDE.
2. **Term of Master Contract.** The term (“Term”) of this Master Contract shall be from July 1, 2025 to June 30th, 2026. Neither party is required to renew this Master Contract in subsequent contract years. Upon expiration of the Term, this Master Contract shall automatically renew for one (1) additional year (July 1, 2026 – June 30, 2027 (“Renewal Term”)) on the same terms and conditions as set forth herein; provided, however, that, pursuant to California Code of Regulations Title 5 Section 3062, Client may terminate this Master Contract and/or renegotiate the terms hereof for the following year by providing written notice of nonrenewal at least sixty (60) calendar days prior to the end of the current term. In the event Client does not initiate any such termination and/or renegotiation, Client acknowledges and agrees that, prior to June 30th of the then current term, Client (i) will have had the opportunity to renegotiate the terms of the Master Contract; and (ii) will have reviewed the Master Contract and determined that the terms thereof are satisfactory. The initial term and any renewal thereof shall collectively be referred to herein as the “Term”. This Master Contract may be renewed for additional successive terms upon mutual agreement in writing and signed by both parties.
3. **Individual Services Agreement.** Client shall develop an Individual Services Agreement (“ISA”) for each student to whom PSE is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of Client pursuant to Education Code section 56366(a)(2)(A).
4. **Services Provided Under this Master Contract.** For each student assigned to PSE by Client, PSE will provide special education and/or related services that PSE is authorized by the CDE to provide under its current NPA Certification (“Related Services”) consistent with the student’s Individualized Education Program (“IEP”) and as specified in the ISA. The Related Services are described in more detail in Exhibit B. Changes in Related Services will only be made on the basis of revisions to a student’s IEP. Nothing herein shall obligate PSE to provide any services unless PSE agrees in advance to do so and the provision of services are dependent upon PSE Personnel availability as determined by PSE in its sole discretion.

- 4.1 **Commencement of Services to Students.** To assign a student to PSE for Related Services under this Master Contract, Client will provide PSE with written notice of the assignment, which written notice will provide the student's name, IEP and other information needed for PSE to render the Related Services. Upon such assignment, PSE will contact parents, students and/or teachers, as appropriate in each case, for the purpose of commencing services. PSE will promptly notify Client in the event PSE is unable to provide the requested service. Client agrees to use any form PSE may provide to Client for the purpose of assigning students for provision of Related Services.
- 4.2 **Termination of Related Services to Students.** PSE will continue to provide Related Services to any student assigned to PSE unless (i) a student's IEP is amended to discontinue such services, or (ii) Client instructs PSE to withhold provision of such services to the student.
- 4.3 **Individualized Educational Plans.** Client will provide PSE with all records reasonably necessary for PSE's provision of the Related Services. Such records include but are not limited to, existing and prior IEPs, cumulative files, health records, and psychological and health reports. Client will provide PSE with fifteen (15) calendar days advance written notice of all IEP meetings concerning students for whom PSE renders any Related Service.
- 4.4 **Unexcused Absences.** PSE will notify Client if an assigned student to whom PSE is providing Related Services has two consecutive unexcused absences. Such notification may be provided to Client by email addressed to such person(s) as Client may direct. Upon such notice, Client will be responsible for further notice and communication with the student's parent or guardian and, if necessary, for convening an IEP team meeting to discuss the continuation of special education services.
- 4.5 **Location of Services.** PSE will provide the Related Services at Client's school sites and, if mutually agreed in writing, at other sites that are identified and provided by Client. Client is responsible, at no charge to PSE, for providing sites adequate for PSE to serve assigned students, which shall include the provision of space for PSE employees to work. If the students' IEP expressly requires Related Services at the student's residence or other location identified in the IEP, then PSE may provide service at the locations required by the IEP if PSE is authorized to do so by its NPA Certification.
- 4.6 **Long-Term Assignment of PSE Employees.** Client may request, and PSE may allow at its sole discretion, specific employees of PSE to be assigned to Client for the provision of requested and contracted services for semester length periods of time. If Client requests such assignment of employees, Client shall do so in writing to PSE and shall furnish the PSE employee with an adequate workspace (including desk, parking,

and secure file location) for the period of assignment. In the instance of assignment, the PSE employee shall continue to bill on the basis of hourly work completed and shall not bill for time periods when he/she is not performing work on behalf of Client. The PSE employee shall be permitted to stay at the location of assignment in between working periods, but shall not bill for such time, unless performing work for the Client. The PSE employee assigned to a Client location may continue to perform services for other clients when on assignment, so long as the PSE employee is not "double-billing" time. The assignment of the PSE employee in no way creates an employer-employee relationship between the PSE employee and Client. At all times, PSE (and, therefore its employees) shall be independent contractors of Client.

4.7 **Subcontracting of Services.** PSE may subcontract for special education and/or related services to be provided under this Master Contract. Subcontractors shall be permitted provide services under this Master Contract only if they hold the proper licenses, certifications, and/or credentials to provide such services and if they have undergone and cleared criminal background checks through the Department of Justice Live Scan fingerprinting test.

5. **Payment for Services.** In consideration for the Related Services provided by PSE, Client will pay PSE pursuant to the rates outlined in Exhibit B. PSE shall charge for time incurred by PSE employees in providing the Related Services requested by Client in writing and will also charge for time incurred for activities undertaken by PSE employees to provide such services to Client including, but not limited to, time incurred in meetings, correspondence, preparation of reports, telephone conferences, IEP development, and research, and preparation.

5.1 PSE reserves the right to charge Client and Client agrees to pay for ordinary and reasonable expenses, including but not limited to travel and administrative expenses, that may be incurred by PSE in providing Services to Client, and which shall be charged at the hourly rate of the PSE employee providing the service. Any such charges will be pre-approved by the Client.

5.2 On a monthly basis, PSE will provide to Client a detailed invoice identifying the date and nature of each of the Related Services performed by PSE Personnel, the time incurred, rate charged and related costs, if any. The monthly invoice will also include the total charge for the month. Invoices will be due and payable on a timely basis, but no later than thirty (30) days after the date of the invoice. Interest at the annual rate of 10% will be assessed on all amounts due, but not received, within thirty (30) days of the invoice date. PSE reserves the right to withhold services if invoices are not paid in a timely manner.

5.3 All scheduled instruction and therapy appointments will be charged for unless PSE receives notice of cancellation at least twenty-four (24) hours in advance of the scheduled instruction or therapy appointment. Notice of cancellation cannot be communicated on weekends or holidays.

5.4 If Client disputes a charge on a PSE invoice then Client must notify PSE in writing of the charge disputed and the basis of the dispute and such written notice must be delivered to PSE within fifteen (15) days of Client's receipt of the disputed invoice. Both PSE and Client shall use reasonable good faith efforts to resolve the dispute. If the dispute is not resolved, then either party may terminate this Master Contract as provided for in Paragraph 9 and to seek damages or other legal remedy as authorized under this Master Contract. In the event that Client disputes only a portion of any invoice, Client shall make timely payment of the undisputed portion of said invoice, if any.

6. **Compliance with Laws, Statutes and Regulations.** Client and PSE will comply with all applicable state and federal laws concerning the provision of Related Services under this Master Contract.

7. **Maintenance of Records.** All records shall be maintained by PSE as required by state and federal laws and regulations. PSE shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. All cumulative files, IEP, and health records of Client's students shall be Client's property. Upon termination of this Master Contract, PSE will deliver such records to Client. PSE is entitled to inspect and copy any record or file in any way relating to the provision of Related Services to any of Client's students. Such inspection and copying is acknowledged herein to be reasonably necessary to PSE's provision of Related Services under this Master Contract or to PSE's evaluation or defense of any claim, actual or threatened, that relates to PSE's provision of Related Services. Any inspection or copying under this subsection will comply with applicable privacy laws including the Family Educational Rights and Privacy Act.

7.1 **Student Attendance Tracking.** PSE will record student attendance for Related Services performed by PSE under this Master Contract. PSE tracks student attendance to these appointments on a monthly basis and, upon request, can provide Client with reports within fifteen (15) business days after month's end. Except for PSE's obligation to record and, on request, report student under 3(a) above, Client will be responsible for maintaining all school attendance records for students who received Related Services from PSE. Nothing in this Master Contract obligates PSE to track or calculate the Client's general average daily attendance.

8. **Staff Qualifications.** All services will also be provided within the professional scope of practice of each PSE Personnel's (defined herein below) license, certification and/or credential. PSE will make available to Client a list of all employees and subcontractors providing Related Services under this Master Contract (all persons on such list are referred to as the "PSE Personnel"), which list will state each person's credentials, licenses, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services. PSE will notify Client in writing within forty-five (45) days of any credential or licensed personnel changes. PSE will provide copies of current valid state credentials and licenses for all PSE Personnel as necessary for providing Related Services. All

PSE Personnel providing services to students under this Master Contract will have signed the mandated reporter statement under Penal Code section 11165.5 and copies of the statements will be provided to Client. All PSE Personnel providing services to students will undergo criminal background checks through the Department of Justice Live Scan fingerprinting test. PSE shall not unlawfully discriminate on the basis of gender, nationality, race or ethnicity, religion, age, sexual orientation, gender identity, gender expression, or disability or any other classification protected by federal or state law, in employment or operation of its programs.

9. **Termination.** Either party may terminate the Master Contract or ISA for cause by providing the other party with twenty (20) days' advance written notice, which notice shall specify the reason for the termination based on cause. Cause sufficient to terminate this Master Contract shall include any material breach of the terms and conditions of this Master Contract, including Client's failure to timely pay PSE. Either party may terminate the Master Contract for any reason (without cause) by providing the other party with sixty (60) days advance written notice. Termination by either party shall not relieve the Client of obligations under this Master Contract to pay for services provided.

10. **Indemnification.** PSE shall defend, indemnify and hold Client, its directors, officers, employees and agents free and harmless from and against all claims, demands, suits, causes of action, losses, liabilities, costs and expenses (including, without limitation, attorneys' fees) incurred by Client as the result of any breach by PSE of its obligations under this Master Contract or the negligence of PSE. Client shall defend, indemnify and hold PSE, its directors, officers, employees and agents free and harmless from and against all claims, demands, suits, causes of action, losses, liabilities, costs and expenses (including, without limitation, attorneys' fees) incurred by PSE as the result of any breach by Client of its obligations under this Master Contract or the negligence of Client or its agents.

11. **Insurance**

11.1 **PSE Insurance.** At all times during the term of this Master Contract and at its own expense, PSE shall maintain general liability insurance covering all activities of PSE Personnel in

the performance of this Master Contract at Client's school site with coverage limits in the amount of at least One Million Dollars (\$1,000,000.00) for any incident and Two Million Dollars (\$2,000,000.00) aggregate. PSE will provide Client with a certificate of insurance naming Client as an additional insured under such policy.

11.2 **Client Insurance.** At all times during the term of this Master Contract and at its own expense, Client shall maintain general liability insurance covering all activities of Client's employees and agents in the performance of this Master Contract at Client's school site with coverage limits in the amount of at least One Million Dollars (\$1,000,000.00) for any incident and Three Million Dollars (\$3,000,000.00) aggregate. Client will provide PSE with a certificate of insurance naming PSE as an additional insured under such policy.

11.3 In accordance with legal requirements and at all times during the term of this

Master Contract, Client and PSE will each maintain worker's compensation insurance covering all activities of their employees in the performance of this Master Contract.

12. **PSE Proprietary Information.** "PSE Proprietary Information" means materials, processes and practices used by PSE in the performance of the Master Contract including, but not limited to, PSE's printed materials, PSE's forms and manuals, PSE's procedures and policies, PSE's software and programs, PSE's educational materials, and the List of PSE Personnel. Client shall maintain the confidentiality of PSE's Proprietary Information and shall not use or disclose PSE Proprietary Information except as required by law, as required for the performance of this Master Contract or as otherwise authorized by PSE in writing. Client shall notify PSE immediately upon discovery of any unauthorized use or disclosure of PSE proprietary information and will cooperate with PSE in every reasonable way to help PSE regain possession of the PSE Proprietary Information and prevent its further unauthorized use. Upon termination of this Master Contract, Client shall return all originals, copies, reproductions and summaries of PSE Proprietary Information. Client acknowledges that monetary damages may not be sufficient remedy for unauthorized disclosure of PSE Proprietary Information, that such disclosure will result in immediate and irreparable harm and that PSE shall be entitled, without waiving any other rights or remedies, to injunctive or equitable relief upon unauthorized use or distribution of PSE Proprietary Information. All PSE Proprietary Information is and shall remain the sole property of PSE.

13. **Notices.** Any notice required or permitted to be given under this Master Contract shall be written communication by U.S. Mail by registered and postage prepaid, or by confirmed facsimile message, electronic mail, or personal delivery, and shall be directed by one party to the other at its respective address as follows:

Notice to Client

School: Options For Youth – San

Gabriel, Inc.

Attn: President and Principal

Address: 215 S. Mission Dr.

San Gabriel, CA 91776

Phone: 626 622 0640

Email: jmoreno@ofy.org

Notice to PSE

Partners in Special Education, Inc.

Attn: John Kim

Address: 320 N. Halstead Street, Suite 110

Pasadena, CA 91107

Phone: (626) 921-8283

Email: johnkim@partnersped.com

13.1 Either party may change its address to which notices or requests shall be directed by written notice on the other party, but until such change of address has been received by the other party, any notice sent to the above addresses shall be effective upon mailing or confirmed transmission or delivery and shall be considered

as having been received.

14. **Non-Solicitation.** Unless with the advance written authorization of PSE, which PSE may refuse for any reason, during the Term of this Master Contract and for a period of one (1) year following the termination of this Master Contract, Client will not solicit, hire or contract with any PSE Personnel. Client acknowledges that such solicitation, hiring or contracting will result in immediate and irreparable harm to PSE for which monetary damages will not be a sufficient remedy and that PSE shall be entitled, without waiving any other rights or remedies, to injunctive or equitable relief.

15. **Arbitration.** Any controversy or claim arising out of or relating to this Master Contract or the breach thereof shall be settled by arbitration administered by JAMS/Endispute in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. All proceedings relating to the arbitration shall be conducted in Los Angeles, California.

16. **General Provisions.**

16.1 **Successors in Interest.** This Master Contract shall be binding upon and inure to the benefit of all the parties' successors and assigns.

16.2 **Force Majeure.** Certain acts of PSE and Client required by this Master Contract to be completed within a specified time shall be subject to excusable delays as defined herein. The term "excusable delays" shall be deemed to mean any delays caused by or due to fire, the elements of nature, casualties, strikes, lockouts or other labor troubles, governmental regulations, shortages of material, or supplies, or any cause, whether similar or dissimilar to the foregoing, beyond the control of the parties and which affects their respective abilities to perform the Master Contract.

16.3 **Headings.** The headings of the several sections are inserted for convenience of reference only and are not intended to affect the meaning or interpretation of this Master Contract.

16.4 **Entire Agreement.** The provisions of this Master Contract contain the entire agreement between the parties and supersede and cancel all prior provisions, negotiations, agreements and commitments (whether oral or in writing) with respect to the subject matter hereof.

16.5 **Attorney's Fees.** In any dispute arising hereunder, the party prevailing shall be entitled to recover from the other party all of its reasonable attorneys' fees and costs incurred in such proceeding, in addition to any affirmative or injunctive relief which it may receive.

16.6 **Governing Law.** The construction and performance of this Master Contract will be governed by the internal, substantive laws of the State of California.

16.7 Incorporation of Exhibits. All exhibits attached to this Master Contract and described within its text are hereby incorporated within this Master Contract as though set forth in full.

16.8 Severability. If any provision of this Master Contract is held by a court of competent jurisdiction to be invalid, or unenforceable, unless the invalidity or unenforceability would defeat an essential purpose of the Master Contract, the remaining provisions of the Master Contract shall nevertheless continue in full force without being impaired or invalidated in any way.

16.9 Counterparts. This Master Contract may be signed in counterparts, each of which shall constitute an original document, but together shall constitute one and the same instrument.

16.10 Amendments. No amendment, change or modification of this Master Contract shall be valid unless in writing and signed by the parties hereto.

16.11 Further Assurances. Each of the parties hereto shall execute and deliver any and all additional papers, documents and other assurances and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of the parties hereto.

16.12 Independent Counsel. The parties acknowledge that they have each been represented by their own counsel and that both parties have participated in the drafting of this Master Contract such that for the purposes of interpretation of contract there shall be no presumptions construing the Master Contract most strongly in favor of or against either party.

16.13 Independent Contractor Relationship. The relationship between the parties hereto is that of independent contractors and nothing herein shall create any partnership, agency or joint venture between the parties.

16.14 The use herein of the singular form also denotes the plural form, and the use of the plural form herein also denotes the singular form, as in each case the context may require. The use herein of any gender word (such as "he" or "his") includes both the male and female genders.

16.15 This Master Contract is entered into solely for the benefit of the parties. It is not for the benefit of nor may it be enforced by any third party. Except as otherwise expressly stated herein, Client and PSE have no intention whatsoever of creating third party beneficiaries of this Master Contract including, without limitation, those students served by PSE pursuant to this Master Contract.

16.16 Upon request, the parties will provide each other with a list of officers and directors and such other information as each party may reasonably require for the

purpose of assessing any conflict of interest.

IN WITNESS WHEREOF, each of the parties has caused this Master Contract to be executed in duplicate originals by its duly authorized representatives on the respective dates entered below.

Client:

Options For Youth – San Gabriel, Inc.

By: _____

Name: _____

Title: _____

Date: _____

PSE:

Partners in Special Education, Inc.

By: _____

Name: _____

Title: _____

Date: _____

SPECIAL EDUCATION NPA RELATED SERVICES FEE SCHEDULE 25-26

EXHIBIT A

Services to be billed in fifteen (15) minute increments after the initial hour.

No minimum student requirements.

- Absences or No-Shows with less than 24-hour notice will be billed for the length of scheduled service not to exceed 1 hour.
- The provision of Support Services by PSE providers is dependent upon availability as determined by PSE.
- Client approval of any time needed for initial review of records and initiation of services for complex cases, will be confirmed in advance.
- IEP meeting participation, evaluations, progress reports and report writing are billed at the provider's hourly rate.

PSE is authorized to provide the following related services under its NPA Certification from 1/1/2025 through 12/31/2025.

The list of Related Services that PSE is able to provide under this Master Contract shall automatically be expanded or limited to only those NPA services that PSE is authorized by the CDE to provide under its then current NPA Certification.

Services	Hourly Rate
Adapted Physical Education Services	\$115.00 per hour
Adapted Physical Education Groups (2-3)	\$70.00/hour per student
Assistive Technology Services	\$135.00 per hour
Audiological Services	\$150.00 per hour (2 hour minimum per ISA)
Behavior Intervention Aide	\$70.00 per hour
Deaf and Hard of Hearing Services	\$150.00 per hour (2 hour minimum per ISA)
Language Translation	\$90.00 per hour
Mental Health Clinician Services	\$130.00 per hour
Mental Health Clinician Groups (2-3)	\$90.00/hour per student
Occupational Therapy Services	\$130.00 per hour
Occupational Therapy Groups (2-3)	\$90.00/hour per student
Physical Therapy Services	\$130.00 per hour
School Nursing Services	\$130.00 per hour
School Psychology Services	\$130.00 per hour
Sign Language Interpreter (ASL)	\$150.00 per hour
Speech and Language Services	\$130.00 per hour
Speech and Language Groups (2-3)	\$90.00/hour per student
Visual Impairment Specialist	\$150.00 per hour
*Travel	*Hourly rate as described above

Partners in Special Education
320 North Halstead Street, Suite 110
Pasadena, CA 91107



C.5 OFY-SG Special Education Support Services
Agreement between Partners in Special Education,
Inc. and Options For Youth-San Gabriel, Inc.



OPTIONS FOR YOUTH - SAN GABRIEL, INC.
A California Nonprofit Public Benefit Corporation

November 2025

Agenda Item: OFY-SG Special Education Support Services Agreement between Partners in Special Education, Inc. and Options For Youth-San Gabriel, Inc.

Purpose: The Board will review and consider approval and/or ratification of the OFY-SG Special Education Support Services Agreement between Partners in Special Education, Inc. and Options For Youth-San Gabriel, Inc.

The school's prior Special Education Support Services contract with Prep for Success ran through June 30, 2025, with renewal options. Prep for Success has since merged with Partners in Special Education, and a new contract was drafted, vetted, and approved for June submission, but was not placed on the Board agenda due to oversight.

We are now seeking Board approval of the Partners in Special Education contract, effective retroactively to July 1, 2025, to ensure continuity of services.

Contract Terms: July 1, 2025, to June 30, 2026. The agreement can be renewed for two consecutive one-year renewal terms.

Fiscal Impact: In the 24/25 FY, the charter spent close to \$300,000 with PSE. This amount is split between this Master contract and the Support Services contract. Depending on the need for compliance support services, special student group programs, and professional development, as requested by the charter.

Superintendent's Recommendation: Y

Proposed Motion: Motion to approve and/or ratify the OFY-SG Special Education Support Services Agreement between Partners in Special Education, Inc. and Options For Youth-San Gabriel, Inc.

Partners in Special Education
320 North Halstead Street, Suite 110
Pasadena, CA 91107



SPECIAL EDUCATION SUPPORT SERVICES CONTRACT

SPECIAL EDUCATION SUPPORT SERVICES AGREEMENT

This Special Education Support Services Agreement (“Agreement”) is entered into and effective as of July 1, 2025 (the “Effective Date”), by and between Partners in Special Education, Inc., a Nonpublic, Nonsectarian Agency (hereinafter referred to as “PSE”) and Options For Youth – San Gabriel, Inc. (hereinafter referred to as “Client”) with respect to the following:

RECITALS

WHEREAS, Client operates a public charter school pursuant to a charter petition authorized by the San Gabriel Unified School District (“District”).

WHEREAS, PSE is engaged in the business of providing special education and related services, and has provided such services to Client for many years.

WHEREAS, the parties now desire to enter into this Agreement for PSE’s provision of such special education and related services to Client.

WHEREAS, PSE is certified by the California Department of Education (“CDE”) as a nonpublic, nonsectarian agency (“NPA”) and has been issued a Notice of Nonpublic, Nonsectarian Agency Certification (“NPA Certification”) by the CDE to provide services as authorized by its NPA Certification (“NPA Related Services”).

WHEREAS, this Agreement is for educational services outside of the scope of PSE’s NPA Certification, for which NPA Certification is not required, in addition to support services in connection with any NPA Related Services being provided to Client under a separate Master Contract between the parties.

WHEREAS, Client desires to obtain additional services outside of and in addition to the NPA Related Services for its students, Client desires to engage PSE for the provision of such services, as further described herein, and PSE desires to provide such services to Client.

WHEREAS, the parties acknowledge and intend that the terms of this Agreement shall at all times be consistent with the terms of the charter petition approved by the District and any memoranda of understanding between Client and the District (collectively, the “Charter”), that this Agreement constitutes a public record of Client, and that this Agreement provides for PSE to deliver task-related services that are performed at the direction of the governing board of Client and for which the governing board of Client retains ultimate decision-making authority.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Term.** The term of this Agreement shall be one (1) year, commencing on July 1, 2025 and expiring on June 30, 2026. This Agreement will automatically renew at the end of the initial term for two (2) consecutive successive one-year renewal terms, on the same terms and conditions herein; provided, however, that either party may terminate this Agreement and renegotiate the terms hereof by providing notice of non-

renewal at least sixty (60) calendar days prior to the end of the then-current term. The initial term and any renewal thereof shall collectively be referred to herein as the “Term.”

2. Services Provided Under this Agreement. PSE will provide Client with the requested Support Services and Special Programming described herein (collectively, the “Services”), including the staff necessary to provide the Services.

2.1 Support Services. For each student assigned to PSE by Client, PSE will provide the following Support Services in connection with any NPA Related Services that PSE provides to Client under a separate Master Contract: conduct student evaluations and reviews, assist in Client’s development of individualized education programs (“IEP”), attend IEP meetings, review each IEP’s compliance with state and federal laws and regulations and the Charter, and other support services, e.g. consulting, speakers, and workshops, as requested by Client.

2.2 Special Programming. PSE will provide tailored educational programming to increase inclusion for Client’s students with IEPs to encourage special education students to receive their educational experience in the least restrictive environment. PSE’s Special Programming offering currently consists of the student clubs, groups, activities, workshops, and teambuilding programs as described in **Exhibit B**. Client may request that its students be able to participate in Special Programming options not already listed in **Exhibit B**, should PSE make new program options available to Client in its service offering.

2.3 Client will provide PSE with all records reasonably necessary for PSE’s provision of the Services. Such records include but are not limited to, existing and prior IEPs, cumulative files, health records, psychological and health reports. Client will provide PSE with fifteen (15) calendar days advance written notice of all IEP meetings concerning students for whom PSE renders any of the Services unless lesser time is reasonable under the circumstances.

2.4 Commencement of Services.

2.4.1 Support Services. To assign a student to PSE for Support Services under this Agreement, Client will provide PSE with written notice of the assignment, which written notice will provide the student’s name, a copy of the student’s IEP and other information needed for PSE to render the Services. Upon such assignment, PSE may contact parents, students and/or teachers, as appropriate in each case, for the purpose of commencing the Services. PSE will promptly notify Client in the event PSE is unable to provide the requested service. Client agrees to use any form PSE may provide to Client for the purpose of assigning students for provision of Services. For any student assigned to PSE for Support Services, PSE will continue to provide such Support Services to the student unless (i) the student’s IEP is amended to discontinue such Support Services, or (ii) Client instructs PSE to withhold provision of such Support Services to the student.

2.4.2 Special Programming. To request Special Programming, Client will provide PSE with a written request for the particular student groups, activities, workshops and/or teambuilding programs that Client would like PSE to provide for Client’s students. PSE will cooperate with Client to tailor the requested program to Client’s needs including scheduling and to maximize inclusion of Client’s special education students. All Special Programming are dependent on availability as determined by PSE. PSE will promptly notify Client in the event PSE is unable to provide the requested Special Programming.

2.5 Unexcused Absences. If a student to whom PSE is providing the Services has two (2) consecutive unexcused absences, then PSE will notify Client of such student’s unexcused absences. Such

notification may be provided to Client by email addressed to such person(s) as Client may direct. Upon such notice, Client will be responsible for further notice and communication with the student's parent or guardian and, if necessary, for convening an IEP team meeting to discuss the continuation of special education services.

2.6 Location of Services. PSE will provide Services at Client's school site and, if mutually agreed in writing, at other sites that are identified and provided by Client. Client is responsible, at no charge to PSE, for providing sites adequate for PSE to serve assigned students, which shall include the provision of space for PSE Personnel to perform the Services.

2.7 Long Term Assignment of PSE Employees. Client may request, and PSE may allow, specific employees of PSE to be assigned to Client's location for the provision of Services for semester length periods of time. If Client requests such assignment of employees, Client shall do so in writing to PSE and shall furnish the PSE employee with an adequate workspace (including secure file location) for the period of assignment. In the instance of assignment, the PSE employee shall continue to bill on the basis of hourly work completed and shall not bill for time periods when he/she is not providing Services to Client. The PSE employee shall be permitted to stay at the location of assignment in between working periods, but shall not bill for such time, unless providing Services to Client. The PSE employee assigned to a Client location may continue to perform services for other clients when on assignment, so long as the PSE employee is not "double-billing" time. The assignment of the PSE employee in no way creates an employer- employee relationship between the PSE employee and Client. At all times, PSE (and, therefore its employees) shall be independent contractors of Client.

2.8 Subcontracting of Services. Only upon prior written approval of Client, PSE may subcontract services to be provided under this Agreement. Subcontractors shall be permitted to provide services under this Agreement only if they hold the proper licenses, certifications, and/or credentials to provide such services, clear a criminal background check through LiveSCAN fingerprinting submitted to the California Department of Justice/ Federal Bureau of Investigation, and have undergone a recent tuberculosis risk assessment and, if necessary, a tuberculosis examination.

3. Payment for Services.

3.1 As compensation for the Services provided by PSE, Client will pay PSE pursuant to the rates outlined in **Exhibit A** and **Exhibit B**. Each time a request is made by Client in writing for Services charged at hourly rates, PSE shall charge for actual time incurred by PSE employees in providing the Services, e.g. time spent on site providing services to Client students, and will also charge for time incurred for activities undertaken by PSE employees and necessary to provide such requested services to Client including, but not limited to, time incurred related to a Client request for Services in any of the following: meetings, correspondence, preparation of reports, telephone conferences, IEP development, and research and preparation. PSE shall not charge Client for its own administrative time, such as time spent in internal meetings. Only upon prior written approval from the Principal of Client's charter school, PSE may charge for time spent traveling one way to a Client facility that is reasonable and necessary for the provision of the Services.

3.2. In addition to Client's payment of the rates for the Services, Client shall reimburse PSE for PSE's direct "pass-through" costs incurred in connection with PSE's provision of the Services. All reimbursable costs of PSE charged to Client require prior approval from Client, shall be consistent with Client's budget, and shall be itemized on Client's invoices, with reference to specific dollar amounts and with backup documentation for such costs (e.g. copies of receipts or purchase orders). Client hereby

acknowledges and agrees that the Principal of Client's charter school is authorized to provide such prior approval. PSE will not charge for costs incurred by PSE in the development of the Special Programming because the rates in **Exhibit B** are already inclusive of program development, planning and administrative fees.

3.3 On a monthly basis, PSE will provide to Client a detailed invoice identifying the date and nature of each of the Services performed by PSE, the time incurred, rate charged and related costs, if any. Any travel time charged to Client shall be separately identified. The monthly invoice will also include the total charge for the month. Invoices are due and payable no later than thirty (30) calendar days after the date of Client's receipt of undisputed and properly submitted invoices.

3.4. All scheduled instruction and therapy appointments will be charged for as provided herein unless PSE receives notice of cancellation at least twenty-four (24) hours in advance of the scheduled instruction or therapy appointment. Absences, no-shows, or appointments cancelled with less than twenty-four (24) hours' notice will be billed for one (1) hour.

3.5. If Client disputes a charge on a PSE invoice then Client must notify PSE in writing of the charge disputed and the basis of the dispute. Both PSE and Client shall use reasonable good faith efforts to resolve the dispute. If the dispute is not resolved, then either party may terminate this Agreement as provided for in Paragraph 7 (Termination) and seek any legal remedy available to it. In the event that Client disputes only a portion of any invoice, Client shall make timely payment of the undisputed portion of said invoice, if any.

3.6 In the event this Agreement is renewed, the fees for the Services shall be reviewed and may be renegotiated in good faith by the parties. Any time during the Term, PSE and Client each reserve the right to propose adjustments to increase or decrease the fees for the Services. The parties shall negotiate any such adjustments in good faith, and any adjustment of the fees for the Services shall be documented in writing approved by both parties.

4. PSE Personnel Qualifications.

4.1 All Services will be provided within the professional scope of practice of each PSE Personnel's (defined herein below) license, certification and/or credential. PSE will provide to Client a list of all employees and subcontractors providing the Services under this Agreement (all persons on such list are referred to as the "PSE Personnel"), which list will state each person's credentials, licenses, certifications, permits and/or other documents which entitle the holder to provide the Services. PSE will notify Client in writing within forty-five (45) calendar days of any credential or licensed personnel changes. PSE will provide copies of current valid state credentials and licenses for all PSE Personnel providing the Services.

4.2 All PSE Personnel providing services to students under this Agreement will have signed the mandated reporter statement under Penal Code section 11166.5 and copies of the statements will be provided to Client.

4.3 PSE shall not unlawfully discriminate on the basis of race, religious creed (which includes religious dress and grooming practices), color, national origin (which includes, but is not limited to, national origin groups and aspects of national origin, such as height, weight, accent, or language proficiency), ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), gender, gender identity, gender expression, age, sexual orientation, military or veteran status (including state and federal

active and reserve members as well as those ordered to duty or training), immigration/citizenship status or related protected activities (which includes undocumented individuals and human trafficking), protected medical leaves, domestic violence victim status, political affiliation, or any other consideration made unlawful by federal, state, or local laws, ordinances, or regulations in its recruitment, selection, training, utilization, termination or other employment-related activities or services..

5. Compliance With Laws, Statutes and Regulations. Client and PSE will comply with all applicable state and federal laws, as well as any requirements of the Charter, concerning the provision of the Services under this Agreement.

5.1 Background Checks. To the extent required by law and by Client school's charter, PSE shall require its employee(s) and/or subcontractors performing the Services to clear a criminal background check through LiveSCAN fingerprinting submitted to the California Department of Justice/ Federal Bureau of Investigation and to provide Client evidence of such screenings immediately upon request. No individual whose screening includes a conviction of any violent or serious felony, sex offense, or controlled substance offense shall be allowed to work at any Client facility. PSE and/or PSE's employee(s) and/or subcontractors shall be solely responsible for any and all costs associated with such screenings.

5.2 Tuberculosis Screenings. To the extent required by law and by Client school's charter, PSE shall require its employee(s) and/or subcontractors performing the Services to submit to Client the results of a recent tuberculosis risk assessment and, if necessary, a tuberculosis examination. PSE and/or PSE's employee(s) and/or subcontractors shall be solely responsible for any and all costs associated with such risk assessments or examinations.

6. Student Information & Records.

6.1 All records shall be maintained by PSE as required by state and federal laws and regulations. PSE shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. All cumulative files, IEP, and health records of Client's students shall be Client's property. Upon termination of this Agreement, PSE will deliver such records to Client. PSE is entitled to inspect and copy any record or file in any way relating to the provision of the Services to any of Client's students. Such inspection and copying is acknowledged herein to be reasonably necessary to PSE's provision of the Services under this Agreement or to PSE's evaluation or defense of any claim, actual or threatened, that relates to PSE's provision of the Services. Any inspection or copying under this subsection will comply with applicable privacy laws including the Family Educational Rights and Privacy Act ("FERPA"). To the extent necessary to perform the Services, PSE shall be designated as having a legitimate educational interest in accessing Client's student education records, as that term is defined by and for purposes of FERPA, thereby allowing PSE to access personally identifiable information from student education records from Client in order to provide the Services. PSE shall not use or disclose pupil records received from or on behalf of Client except as necessary to provide the Services, as required by law, or as otherwise authorized in writing by Client. PSE shall protect the pupil records it receives from or on behalf of Client no less rigorously than it protects its own Confidential Information. PSE will designate and train responsible individuals to ensure the security and confidentiality of pupil records. PSE shall develop, implement, maintain and use reasonable administrative, technical and physical security measures to preserve the confidentiality and availability of all electronically transmitted pupil records received from or on behalf of Client.

6.2 Audit Assistance. At Client's request, PSE will assist Client in complying with any state or federal government audit of special education services. In the event such assistance is requested, then PSE

time incurred in providing such assistance shall be billed to Client as an administrative expense pursuant to the rate schedule in Attachment A.

7. Termination

7.1 Client Termination for Cause. Client may terminate this Agreement for Cause prior to the end of the Term, in accordance with the procedures set forth herein. For purposes of this Section, "Cause" means: material breach of this Agreement, which may include, but is not limited to, failure of PSE to provide services as required by this Agreement, or any other act or failure to act by PSE. Prior to a termination by Client for Cause, Client shall provide PSE written notice identifying the material breach and providing PSE a reasonable period to cure. A reasonable period for cure under this section shall not be less than thirty (30) calendar days. If PSE fails to cure such material breach within a reasonable period, Client may terminate for Cause upon thirty (30) calendar days' notice.

7.2 PSE Termination for Cause. PSE may terminate this Agreement for Cause prior to the end of the Term, in accordance with the procedures set forth herein. For the purposes of this Section, "Cause" means: material breach of this Agreement, which may include, but is not limited to, Client's failure to make payments as required by this Agreement. Prior to a termination by PSE for Cause, PSE shall provide written notice to Client identifying the breach and providing a reasonable period to cure. A reasonable period for cure under this section shall not be less than thirty (30) calendar days. If Client fails to cure such material breach within a reasonable period, PSE may terminate for Cause upon thirty (30) calendar days' notice.

7.3 Termination Upon Mutual Written Agreement. The parties may terminate this Agreement with or without cause upon their mutual written agreement.

7.4 Changes in the Law. In the event that any enactment, repeal, promulgation, interpretation by regulator or authorizer, or withdrawal of any federal, state, or local law, regulation, or court or administrative decision or order materially affects the operation of Client in conformity with this Agreement, or otherwise has a material adverse effect on PSE's ability to operate including, without limitation, revocation or expiration of Client's charter, PSE or Client may elect to deliver written notice to the other of such changes and the resulting consequences. Upon delivery of such notice, the parties shall promptly commence negotiations in good faith regarding a mutually agreeable approach (including without limitation, an amendment to the Agreement) to address the changes. If despite such good faith negotiations, the parties are unable to agree upon an acceptable approach to address the changes, then either party may elect to terminate the Agreement without further obligation or liability to the other, by delivering written notice of termination to the other at least one hundred eighty (180) calendar days in advance of the effective date of such termination, or in such lesser time as is reasonable under the circumstances. Among other events, this Section applies to actions that may be taken by the District, County Office of Education, State Board of Education, Department of Education and/or the Advisory Commission on Charter Schools.

7.5 Notwithstanding any other provision in this agreement, each party shall use its good faith best efforts to avoid a termination of this Agreement which becomes effective during the middle of a school year because of the disruption to the educational program and the students.

8. Indemnification. To the fullest extent allowed by applicable law and notwithstanding any other provisions of this Agreement, PSE agrees to defend, indemnify, and hold Client (including its officers, directors, members, agents, representatives, authorized volunteers, and employees) harmless from any and

all claims, causes of action, charges, demands, costs, expenses, attorneys' fees, disputes, losses, penalties, liability, investigations, lawsuits, property damage, bodily injury, or proceedings of any kind, in law or equity, of every kind or nature whatsoever, arising out of or relating to PSE's performance of the Services or obligations pursuant to this Agreement (including any conduct or actions by any of PSE's agents) ("Claims"). PSE's duties to defend, indemnify, and hold Client harmless as set forth in this Section shall apply only to those Claims arising out of (a) PSE's provision of the Services contemplated hereunder, (b) PSE's use of agents of any kind (including any and all employment-related claims involving PSE's

employees and/or with respect to compensation/benefits allegedly being due, such as torts, wage and hour, health/safety, paid sick leave, benefits, unemployment insurance benefits, state disability or paid family leave benefits, workers' compensation, and taxes among others), (c) PSE's breach of this Agreement, and (d) PSE's violation of any applicable law and/or any other applicable laws for which Client may be liable. PSE's indemnification, hold harmless and defense obligation shall apply except to the extent such obligations are caused by the gross negligence or willful misconduct of Client. Upon timely written notice from Client, PSE shall defend Client (including its officers, directors, members, agents, representatives, authorized volunteers, and employees) in any action or proceeding submitted or filed by legal counsel reasonably acceptable to Client.

To the extent allowed by applicable law, Client shall defend, indemnify and hold PSE harmless from any and all claims, causes of action, charges, demands, costs, expenses, attorneys' fees, disputes, losses, penalties, liability, investigations, lawsuits, property damage, bodily injury, or proceedings of any kind, in law or equity, of every kind or nature whatsoever, brought against PSE and/or PSE's agents for injury to property, or persons, to the extent arising from the illegal or unlawful activity, intentional misconduct, negligence, or material breach of this agreement by Client and/or Client's agents.

9. Insurance.

9.1 PSE Insurance. At all times during the term of this Agreement and at its own expense, PSE shall maintain general liability insurance covering all activities of PSE Personnel in the performance of this Agreement with coverage limits in the amount of at least One Million Dollars (\$1,000,000.00) for any incident and Three Million Dollars (\$3,000,000.00) aggregate. PSE will provide Client with a certificate of insurance naming Client as an additional insured under such policy.

9.2. Client Insurance. At all times during the term of this Agreement and at its own expense, Client shall maintain insurance as required by the Charter.

9.3 In accordance with legal requirements and at all times during the term of this Agreement, Client and PSE will each maintain worker's compensation insurance covering all activities of their employees in the performance of this Agreement.

10. PSE Proprietary Information. "PSE Proprietary Information" means materials, processes and practices used by PSE in the performance of the Agreement including, but not limited to, PSE's printed materials, PSE's forms and manuals, PSE's procedures and policies, PSE's software and programs, and PSE's educational materials. Client shall maintain the confidentiality of PSE's Proprietary Information and shall not use or disclose PSE Proprietary Information except as required by law or Charter, as required by its authorizer or a regulator, or to the extent necessary for the performance of this Agreement or as otherwise authorized by PSE in writing. Client shall notify PSE immediately upon discovery of any unauthorized use or disclosure of PSE proprietary information and will cooperate with PSE in every reasonable way to help PSE regain possession of the PSE Proprietary Information and prevent its further unauthorized use. Upon

termination of this Agreement, Client shall return all originals, copies, reproductions and summaries of PSE Proprietary Information. All PSE Proprietary Information is and shall remain the sole property of PSE.

11. Independent Contractor.

11.1 The parties agree that the relationship between PSE and Client created by this Agreement is that of an independent contractor, and not a partnership, joint venture, charter school operator, or employer-employee relationship.

11.2 All PSE employees providing services to Client shall be and remain employed by PSE and shall at all times be subject to the direction, supervision and control of PSE. All Client employees shall be and remain employed by Client and shall at all times be subject to the direction, supervision and control of Client. Client will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives, and subcontractors during the entire Term of this Agreement. PSE will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives, and subcontractors during the entire Term of this Agreement. Client shall not have any right to terminate the employment of any PSE employee providing services to the Client. PSE shall not have any right to employ, supervise, dismiss, or otherwise terminate the employment of any Client employee.

11.3 The parties understand and agree that PSE lacks the authority to bind Client contractually, conduct business on Client's behalf, or incur any obligations on behalf of Client, except as otherwise provided in the Services. Specifically, PSE agrees not to represent any employees of PSE as employees of Client in any capacity, including, but not limited to, when interacting with Client's students, parents of students, vendors, employees, or the District.

11.4 PSE warrants that PSE is engaged in an independent and bona fide business operation, markets itself as such, is in possession of a valid business license/insurance when required, and is providing similar services as provided herein to others.

11.5 PSE shall have full and sole legal control over and responsibility for payment of all compensation and benefits to its employees, as well as the full and sole responsibility for ensuring compliance with any and all applicable state and federal income tax withholding, state and federal unemployment and disability insurance withholding and contributions, and social security tax withholding and contributions. PSE and its employees are not entitled to receive from Client any vacation pay, sick leave, retirement benefits, Social Security, workers' compensation, disability benefits, unemployment benefits, or any other employee benefit of any kind.

11.6 PSE shall perform its duties in good faith, in a manner it reasonably believes to be in the best interests of Client, with such care as an ordinary prudent person in a like position would use under similar circumstances, and in exchange for reasonable compensation as set forth herein.

11.7 PSE is not obligated to devote all of its time or business efforts to the affairs of Client. PSE shall devote the time, effort, and skill reasonably necessary for the provision of the Services required under this Agreement.

11.8 To the maximum extent allowable by law, PSE agrees to hold harmless, indemnify, and defend Client from any and all liability, damages, or losses (including reasonable attorneys' fees, costs, penalties, and fines) Client suffers as a result of (a) PSE's failure to meet its obligations under this Section 11, or (b) a third party's designation of PSE employees as an employee of Client (except to the extent such

designation is caused by the gross negligence and/or willful misconduct of Client).

12. **Notices.** Any notice required or permitted to be given under this Agreement shall be in writing and shall be validly given or made to another party if transmitted by email or served personally on the party to whom notice is to be given, or seventy-two (72) hours after mailing by United States mail, certified or registered, postage prepaid, addressed to the party to whom notice is to be given, at such party's address set forth below. A party may change this address by written notice to the other party:

Notice to Client

Options For Youth – San Gabriel, Inc.

Attn: President and Principal

Address: 215 S. Mission Dr.

San Gabriel, CA 91776

Phone: 626 622 0640

Email: jmoreno@ofy.org

Notice to PSE

Partners in Special Education, Inc.

Attn: John Kim

Address: 320 N. Halstead Street, Suite 110,
Pasadena, CA 91107

Phone: (626) 921-8283

Email: johnkim@partnersped.com

Either party may change its address to which notices or requests shall be directed by written notice on the other party, but until such change of address has been received by the other party, any notice sent to the above addresses shall be effective upon mailing or confirmed transmission or delivery and shall be considered as having been received.

13. **Arbitration.** Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration administered by JAMS/Endispute in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. All proceedings relating to the arbitration shall be conducted in Los Angeles, California. The costs of the arbitrator shall be borne equally by the parties.

14. **Relationship and Scope of Authority.**

14.1 Under this Agreement, PSE will deliver task-related services that are performed at the direction of the governing board of Client and for which the governing board of Client retains ultimate decision-making authority. The governing board of Client shall at all times retain its duty to exercise its statutory, contractual, and fiduciary responsibilities governing operation of the charter school. The governing board of Client, and not PSE, has fiduciary responsibility for the charter school.

14.2 Client shall pay for an annual audit of Client to be conducted in compliance with California law and regulations. The annual audit shall be performed by an independent certified public accountant selected and retained by Client.

14.3 Client shall make available to PSE, in a timely manner, all data, files, documents, and other information and records necessary or appropriate for PSE to provide the Services under this Agreement. Client staff, and the governing board of Client as necessary, shall work closely and cooperatively with PSE to facilitate PSE's effective performance and delivery of the Services.

14.4 PSE acknowledges and understands that Client complies with the California Public Records Act, Ralph M. Brown Act, Political Reform Act, and other governmental transparency laws as applicable to Client. PSE agrees to assist Client in Client's compliance with these laws to the extent such laws intersect with the Services, and PSE shall make all Client records physically or electronically available to Client, upon Client's request, at Client's physical location or as otherwise requested by Client. Any records of Client maintained by PSE shall be made available the Client's independent auditor upon request.

15. Non-Solicitation. Client recognizes and acknowledges that PSE spends considerable time and effort and incurs substantial expense in recruiting, employing, training and retaining qualified staff. PSE expends significant resources on each employee and must recuperate those costs if Client solicits and hires a PSE employee. As such, Client shall immediately pay to PSE a fee in the amount of Five Thousand Dollars (\$5,000) for each PSE Personnel that Client causes, directly or indirectly, to leave the employment of PSE during the Term of this Agreement.

16. General Provisions.

16.1. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (which consent shall not be unreasonably withheld). Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.

16.2 This Agreement is entered into solely for the benefit of the parties. It is not for the benefit of nor may it be enforced by any third party. Except as otherwise expressly stated herein, Client and PSE have no intention whatsoever of creating third party beneficiaries of this Agreement including, without limitation, those students served by PSE pursuant to this Agreement.

16.3 Upon request, the parties will provide each other with a list of officers and directors and such other information as each party may reasonably require.

16.4 Certain acts of PSE and Client required by this Agreement to be completed within a specified time shall be subject to excusable delays as defined herein. The term "excusable delays" shall be deemed to mean any delays caused by or due to fire, the elements of nature, casualties, strikes, lockouts, governmental regulations, or commercially insurmountable shortages of material or supplies.

16.5 The headings of the several sections are inserted for convenience of reference only and are not intended to affect the meaning or interpretation of this Agreement.

16.6 The provisions of this Agreement contain the entire agreement between the parties and supersede and cancel all prior provisions, negotiations, agreements and commitments (whether oral or in writing) with respect to the subject matter hereof.

16.7 In any dispute arising hereunder, the party prevailing shall be entitled to recover from the other party all of its reasonable attorneys' fees and costs incurred in such proceeding, in addition to any affirmative or injunctive relief which it may receive.

16.8 The construction and performance of this Agreement will be governed by the internal, substantive laws of the State of California.

16.9 All exhibits attached to this Agreement and described within its text are hereby incorporated within this Agreement as though set forth in full.

16.10 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, or unenforceable, unless the invalidity or unenforceability would defeat an essential purpose of the Agreement, the remaining provisions of the Agreement shall nevertheless continue in full force without being impaired or invalidated in any way.

16.11 This Agreement may be signed in counterparts, each of which shall constitute an original document, but together shall constitute one and the same instrument.

16.12 No amendment, change or modification of this Agreement shall be valid unless in writing and signed by the parties hereto.

16.13 Each of the parties hereto shall execute and deliver any and all additional papers, documents and other assurances and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of the parties hereto.

16.14 The parties acknowledge that they have each been represented by their own counsel and that both parties have participated in the drafting of this Agreement such that for the purposes of interpretation of contract there shall be no presumptions construing the Agreement most strongly in favor of or against either party.

16.15 The use herein of the singular form also denotes the plural form, and the use of the plural form herein also denotes the singular form, as in each case the context may require.

16.16 The use herein of any gender word (such as “he” or “his”) includes both the male and female genders.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed as of the Effective Date.

CLIENT:

PSE:

Options For Youth – San Gabriel, Inc.

Partners in Special Education, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUPPORT SERVICES FEE SCHEDULE 25-26

Services to be billed in fifteen (15) minute increments after the initial hour.

No minimum student or multiple hour requirements.

Absences or No-Shows with less than 24 hour notice will be billed for 1 hour.

The provision of Support Services by PSE providers is dependent upon availability as determined by PSE.

Services	Hourly Rate
Adapted Physical Education Services	\$115.00 per hour
Adapted Physical Education Groups	\$70.00/hour per student
Administrative Support	\$50.00 per hour
Assistive Technology Services	\$135.00 per hour
Audiological Services	\$150.00 per hour (2 hour minimum per ISA)
Behavior Intervention Aide	\$70.00 per hour
Compliance Support Services	\$90.00 per hour
Deaf and Hard of Hearing Services	\$150.00 per hour (2 hours minimum per ISA)
Language Translation	\$90.00 per hour
Mental Health Clinician Services	\$130.00 per hour
Mental Health Clinician Groups (2-3)	\$90.00/hour per student
Occupational Therapy Services	\$130.00 per hour
Occupational Therapy Groups (2-3)	\$90.00/hour per student
Paraprofessionals (Para-Educator)	\$55.00 per hour
Physical Therapy Services	\$130.00 per hour
School Nursing Services	\$130.00 per hour
School Psychology Services	\$130.00 per hour
Sign Language Interpreter (ASL)	\$150.00 per hour
Special Education Specialist (RSP)	\$105.00 per hour
Special Education Specialist Group Rate (2-5 Students)	\$65.00/hour per student
Speech and Language Services	\$130.00 per hour
*Special Programming as requested	*Custom Programs pricing TBD as negotiated. Please see pricing breakdown in Exhibit B for standard programs.
*Travel	*Hourly rate as described above

STANDARD PROGRAMMING OFFERING AND RATES

Exhibit B

<p>Standard Group Programs (e.g. Mental Health, Wellness, further described in Exhibit B)</p> <p>In order to provide counseling, crisis intervention and behavior management services, the Education Code requires that the person providing these services are credentialed in counseling and/or school psychology. PSE staff are uniquely qualified to address social anxiety, develop programs to address social-emotional needs listed either in a student’s IEP or identify areas of need during the group activities. In addition, the school psychologists are trained to observe the students’ behaviors and address signs of aggression, depression and other emotional needs while hosting the groups. These are programs that are designed to be administered and held on school sites and will range in duration from 1-8 sessions. Programs will be designed to provide students a group environment wherein they will be engaged in activities and discussions designed by PSE psychologists and staff, addressing core educational, developmental, social and/or emotional issues. PSE staff will work to engage students in a group dynamic and utilize developmental strategies that are not possible in 1:1 sessions. PSE will provide a minimum of 10:1 student to staff ratio to ensure the most effective implementation of the Program Goals.</p>	<p>Group Program Flat Rate: (Minimum 10:1 Student to Staff Ratio)</p> <p>1 Hour Group Programs: \$350 Each additional student over 10: \$25</p> <p>2 Hour Group Programs: \$600 Each additional student over 10: \$35</p> <p>3 Hour Group Programs: \$850 Each additional student over 10: \$50</p> <p>4-6 Hour Group Programs: \$950 Each additional student over 10: \$75</p> <p>Any custom Curriculum/Program Development will be billed based on the hourly rates set in Exhibit A. Please contact us for an estimate of the cost for your programming needs.</p> <p><i>Ancillary expenses such as, but not limited to, student travel, supplies, food, event expenses, etc. will be billed separately at cost.</i></p>
<p>Professional Development, Staff/Parent Training</p> <p>PSE can provide customized staff training or professional development programming as well as coordinated parent training sessions as needed or requested.</p>	<p>\$350 per hour, plus any additional material costs and planning as may be discussed and approved prior to inclusion.</p> <p>(Up to 20 people; larger programs to be negotiated on a proposal basis)</p>

<p>Overnight and Day Trip (e.g. Museum of Tolerance, Experiential Learning Trips, College Tours, etc.)</p> <p>PSE will plan, build and implement targeted programs designed to address critical goals as outlined in students' IEPs. In addition, PSE will design programs focusing on specific developmental/educational strategies for General Education students built around the trip destination and engage with them within the dynamic afforded by the group environments. PSE will maintain a minimum student to adult ratio of 10:1.</p>	<p>Overnight and Day Trip Flat Rate: \$250/student per day (Minimum 10:1 Student to Staff Ratio)</p> <p>Cost per student is inclusive of staffing for the event, event planning/implementation and administrative support. Requires a minimum of 10 students.</p> <p><i>Ancillary expenses such as, but not limited to, student travel, lodging, food, external program expenses, etc. will be billed separately at cost.</i></p>
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The provision of Special Programming by PSE providers is dependent upon availability as determined by PSE.

C.6 OFY-SG Conflict of Interest Code

**CONFLICT OF INTEREST CODE
OPTIONS FOR YOUTH-SAN GABRIEL, INC.**

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict-of-interest codes. The Fair Political Practices Commission has adopted a regulation (2 California Code of Regulation Section 18730) that contain the terms of a standard conflict-of-interest code, which can be incorporate by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amended in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix, designating positions and establishing disclosure categories, shall constitute the conflict-of-interest code for **Options For Youth-San Gabriel, Inc.**

Individuals holding designated positions shall file their statement of economic interest with **Options For Youth-San Gabriel, Inc.** which will make the statements available for public inspection and reproduction (Gov. Code § 81008). All statements will be retained by **Options For Youth-San Gabriel, Inc.**

**APPENDIX TO
CONFLICT OF INTEREST CODE OF
OPTIONS FOR YOUTH-SAN GABRIEL, INC.**

I.

Designated Employees

<u>Designated Positions</u>	<u>Disclosure Categories</u>
Member of the Board of Directors	1,2
President	1,2
Treasurer	1,2
Secretary	1,2
Superintendent	3
Assistant Superintendent	3
Director of Schools	3
Principal	3
Assistant Principal	3
Consultants/New Positions	*

*Consultants/New Positions shall be included in the list of designated positions and shall disclose pursuant to the broadest disclosure category in the Code, subject to the following limitation:

The President of designee may determine in writing that a particular consultant/new position, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not requires to fully comply with the discloser requirements in this section. Such written determination shall include a description of the consultant’s/new position’s duties and, based on the description, a statement to the extent of disclosure requirements. The President’s or designee’s determination is a public record and shall be retained for public inspections in the same manner and location as this code. (Gov. Code § 81008.)

II.

Disclosure Categories

Category 1

Designated positions assigned to this category must report:

- a. Interests in real property located in whole or in part within two (2) miles of any facility utilized by Options For Youth-San Gabriel, Inc.'s charter school, including any leasehold, beneficial, or ownership interest or option to acquire such interest in real property
- b. Investments and business positions in business entities and income (including receipt of gifts, loans, and travel payments) from sources of the type that engage in the acquisition or disposal of real property, or are engaged in building construction or design, for charter schools.

Category 2

Designated positions assigned to this category must report:

All investments and business positions in business entities or sources of income (including gifts, loans, and travel payments) that are from business entities engaged in the performance of work or services, or sources that manufacture, sell, repair, rent, or distribute school supplies, books, materials, school furnishings, or equipment, of the type utilized by Options For Youth-San Gabriel, Inc.

Category 3

Designated positions assigned to this category must report:

All investments and business positions in business entities or sources of income (including gifts, loans, and travel payments) that are from business entities engaged in the performance of work or services, or sources that manufacture, sell, repair, rent, or distribute school supplies, books, materials, school furnishings, or equipment, of the type utilized by the designated position's department. For the purpose of this category, the department of Superintendent, Assistant Superintendent, Director of Schools, Principal, and Assistant Principal is his or her entire school.