



Regular Meeting of the Board of Trustees
Board Packet

Tuesday, May 28, 2024 at 3:00 pm

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A California Public School and Nonprofit 501 (c) (3) Corporation

3670 Ocean Ranch Blvd., Oceanside, CA 92056
Phone # (760) 757-0161

22695 Alessandro Blvd., Moreno Valley, CA 92533
Phone # (951) 697-1990

Meeting of the Board of Trustees

Agenda

Tuesday, May 28, 2024 at 3:00 pm

- 1.0 Call to Order/Roll Call
- 2.0 Pledge of Allegiance
- 3.0 Approval of Agenda Action
Recommended Action:
That the Board approve the agenda for the Regular Board Meeting of May 28, 2024, as presented.
- 4.0 Public Comment
Members of the public will be given the opportunity to address the Board during the meeting. Individual comments will be limited to three (3) minutes. If an interpreter is needed for comments, they will be translated to English and the time limit shall be for six (6) minutes. The Board may limit the total time for public comment to a reasonable time. The Board reserves the right to mute or remove a participant from the meeting if the participant unreasonably disrupts the Board Meeting.
- 5.0 Introductions
- 6.0 [Executive Director's Report](#) Information
- 7.0 Consent Calendar
These agenda items are considered routine and will be approved in one action without discussion. If a Board Trustee requests that an item be removed from the consent calendar or a citizen wishes to speak to an item, the item will be considered under Action Items.
 - 7.1 [Meeting Minutes from April 16, 2024](#) Action
Recommended Action:
That the Board approve the minutes for the Regular Board Meeting on April 18, 2023, as presented.
- 8.0 Action/Discussion Items
Administrative
 - 8.1 [2024-25 LCAP Public Hearing](#) Information
Information Summary
Public Hearing Regarding the Proposed Goals, Metrics, Services and Actions for PVCs 2024-25 Local Control Accountability Plan (LCAP)
Responsible Party
Executive Director Gorence will discuss the 2024-25 LCAP
 - 8.2 [Student Policy #7: Health Examinations Policy](#) Action
Information Summary
Policy was updated to remove language relating to immunizations
Responsible Party
Executive Director Gorence will discuss the policy
Recommended Action:
That the Board approve the changes to Student Policy #7

- 8.3 [Student Policy #29: Immunization Policy](#) Action
Information Summary
 Policy detailing immunizations, records and reports required for unconditional enrollment
Responsible Party
 Executive Director Gorence will discuss the policy
Recommended Action:
 That the Board approve Student Policy #29
- 8.4 [Student Policy #30: Civility Policy](#) Action
Information Summary
 Policy detailing the intent to promote mutual respect, civility and orderly conduct at PVC
Responsible Party
 Executive Director Gorence will discuss the policy
Recommended Action:
 That the Board approve Student Policy #30

Business and Financial

- 8.5 [Board Warrant Listing April 1-30, 2024](#) Action
Information Summary
 Warrants and Automated Clearing House (ACH) payments are issued in accordance with approved budget and/or contracts.
Responsible Party
 Fiscal and Operations Coordinator Chang will discuss the Board Warrant Listing.
Recommended Action:
 That the Board approve the warrants and Automated Clearing House (ACH) payments issued in April 2024
- 8.6 [2024-2025 Annual Resolutions Authorized Designated Agents](#) Action
Information Summary
 Annual Resolutions of designated agents for the county of San Diego
Responsible Party
 Fiscal and Operations Coordinator Chang will discuss will discuss the annual resolutions
Recommended Action:
 That the Board approves the annual resolutions as presented

Personnel

- 8.7 [2025 Certificated Salary Schedule](#) Action
Information/Summary
 This Salary Schedule includes the addition of the TK-8 Program Coordinator position that was approved in April
Responsible Party
 HR & Business Services Coordinator Bentley will discuss
Recommended Action:
 That the Board approve the certificated salary schedule as presented
- 8.8 [Pacific View Charter School Cafeteria Plan](#) Action
 (Flexible Spending Account) Reinstatement January 1, 2024
Information/Summary
 The Pacific View Charter School Cafeteria Plan has been reinstated effective January 1, 2024 to comply with current IRS code.
Responsible Party
 HR & Business Services Coordinator Bentley will discuss the reinstatement
Recommended Action:
 That the Board approve the Cafeteria 125 plan reinstatement as presented
- 8.9 [Job Description Updates](#) Action
Information/Summary
 The board approved change in staff calendar days necessitates updates to all job descriptions.
Responsible Party

HR & Business Services Coordinator Bentley will discuss the job description updates

Recommended Action:

That the Board approve the job description as presented

8.10 [Supervisory Teacher-Instructional Coach TK-8 Job Description](#) Action

Information/Summary

Job description for a new Supervisory Teacher position with a specific focus

Responsible Party

Executive Director Gorence will discuss the job description

Recommended Action:

That the Board approve the job description as presented

Curriculum

8.11 [Health and Wellness Course Outline](#) Action

Information/Summary

Previous Health course has been updated

Responsible Party

Director of Curriculum and Instruction Gibson will discuss the course changes

Recommended Action:

That the Board approves the Health and Wellness course as presented

8.12 [Graduation Requirements](#) Action

Information/Summary

Previous Health course has been updated

Responsible Party

Director of Curriculum and Instruction Gibson will discuss the course changes

Recommended Action:

That the Board approves the Health and Wellness course as presented

8.13 [PVC Certificate of Completion Course of Study](#) Action

Information/Summary

Previous Health course requirement has been updated to reflect new course title

Responsible Party

Director of Curriculum and Instruction Gibson will discuss the change

Recommended Action:

That the Board approves the PVC Certificate of Completion Course of Study as presented

9.0 Closed Session Action

9.1 Proposed 24/25 Salary Increase
(Gov. Code 549.756) Negotiator: Erin Gorence

10.0 Board/Staff Discussion

11.0 Adjournment/Next Meeting

Access to Board Materials: A copy of the written materials which will be submitted to the Board may be reviewed by any interested persons on The Pacific View Charter School's website along with this agenda following the posting of the agenda at least 72 hours in advance of this meeting.

Disability Access: Requests for disability-related modifications or accommodations to participate in this public meeting should be made 24 hours prior to the meeting by calling (760) 757-0161x105. All efforts will be made for reasonable accommodations. The agenda and public documents can be modified upon request as required by Section 202 of the Americans with Disabilities Act.

7.1



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Phone # (760) 757-0161

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Meeting of the Board of Trustees

Minutes

Tuesday, April 16, 2024 at 3:00 pm

- 1.0 Call to Order/Roll Call at 3:21
Present: Kathi Cohen, Jon Walters, Ricardo Sanchez
- 2.0 Pledge of Allegiance
- 3.0 Approval of Agenda Action
Recommended Action:
That the Board approve the agenda for the Regular Board Meeting of April 16, 2024, as presented.
Motion to approve the April 16, 2024 agenda was made by: Jon Walters
Seconded Motion: Ricardo Sanchez
Ayes: Kathi Cohen, Jon Walters, Ricardo Sanchez
Noes:
Abstain:
Absent:
- 4.0 Public Comment
Members of the public will be given the opportunity to address the Board during the meeting. Individual comments will be limited to three (3) minutes. If an interpreter is needed for comments, they will be translated to English and the time limit shall be for six (6) minutes. The Board may limit the total time for public comment to a reasonable time. The Board reserves the right to mute or remove a participant from the meeting if the participant unreasonably disrupts the Board Meeting.
- 5.0 Introductions:
Staff: Erin Gorence, Jill Chang, Linda Moore, Diane Gibson, Jodi Campaniili, Geoff Weeks, Lori Bentley, Gayl Johnson
Visitor: Noel Ross
Remote: Dr Richard Lawrence, Celia Hernandez
- 6.0 Executive Director's Report Information
- 7.0 Consent Calendar Action
These agenda items are considered routine and will be approved in one action without discussion. If a Board Trustee requests that an item be removed from the consent calendar or a citizen wishes to speak to an item, the item will be considered under Action Items.
 - 7.1 Meeting Minutes from March 12, 2024
Motion to approve the March 12, 2024 minutes was made by: Jon Walters
Seconded Motion: Kathi Cohen
Ayes: Kathi Cohen, Jon Walters, Ricardo Sanchez
Noes:
Abstain:
Absent:

8.0 Action/Discussion Items

Administrative8.1 [Board Member Application: Noel Ross](#) Action

Motion to approve new board member Noel Ross was made by: Kathi Cohen
 Seconded Motion: Ricardo Sanchez
 Ayes: Kathi Cohen, Jon Walters, Ricardo Sanchez
 Noes:
 Abstain:
 Absent:

Business and Financial8.2 [Board Warrant Listing March 1-31, 2024](#) Action

Motion to approve the March Board Warrant Listing was made by: Ricardo Sanchez
 Seconded Motion: Jon Walters
 Ayes: Kathi Cohen, Jon Walters, Ricardo Sanchez
 Noes:
 Abstain:
 Absent:

Personnel8.3 [TK-8 Program Coordinator Job Description](#) Action

Motion to approve the TK-8 Program Coordinator Job Description was made by: Ricardo Sanchez
 Seconded Motion: Kathi Cohen
 Ayes: Kathi Cohen, Jon Walters, Ricardo Sanchez
 Noes:
 Abstain:
 Absent:

8.4 [Lead Teacher K-8 Stipend Description](#) Action

Motion to approve the Lead Teacher K-8 Stipend Description was made by: Jon Walters
 Seconded Motion: Ricardo Sanchez
 Ayes: Kathi Cohen, Jon Walters, Ricardo Sanchez
 Noes:
 Abstain:
 Absent:

8.5 [Special Education Lead Instructional Aide Job Description](#) Action

Motion to approve the Special Education Lead Instructional Aide Job Description was made by: Ricardo Sanchez
 Seconded Motion: Jon Walters
 Ayes: Kathi Cohen, Jon Walters, Ricardo Sanchez
 Noes:
 Abstain:
 Absent:

8.6 [Declaration of Need](#) Action

Motion to approve the 2024-2025 Declaration of Need was made by: Jon Walters
 Seconded Motion: Ricoardo Sanchez
 Ayes: Kathi Cohen, Jon Walters, Ricardo Sanchez
 Noes:
 Abstain:
 Absent:

Curriculum8.7 [Math Essentials Course](#) Action

Motion to approve the Math Essentials Course was made by: Kathi Cohen Seconded Motion: Ricardo Sanchez
 Ayes: Kathi Cohen, Jon Walters, Ricardo Sanchez
 Noes:
 Abstain:
 Absent:

9.0 Board/Staff Discussion

Upcoming events: Staff Appreciation Week - May 6-10; 8th Grade Promotion - May 21;
High School Graduation - May 22. Invitations will be sent

10.0 Adjournment/Next Meeting

Due to Middle School Promotion on the same day, our next regular board meeting will be held on Tuesday,
May 28, 2024 at 3:00 PM

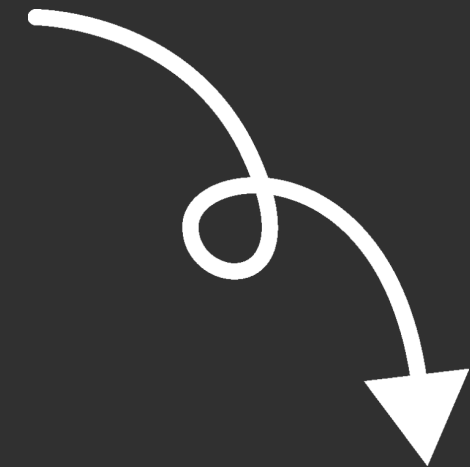
Meeting adjourned: 3:41 PM

8.1

2024-2025 PVC Local Control Accountability Plan (LCAP)



What is the LCAP?



The LCAP is a tool for local educational agencies to set goals, plan actions, and leverage resources to meet those goals to improve student outcomes



LCAP Goals

Goal 1

PVC students will graduate from high school at increasing rates of 1% per year as measured by both the 4-Year cohort, 1-Year cohort and internal measurements including the tracking of earned credits both at PVC and previous schools and passing rates of high school courses.

Goal 2

All graduating students will leave PVC with a clear plan for life after high school to be measured by post graduation surveys, locally collected meeting data and the California School Dashboard College and Career Indicator.

Goal 3

Students will demonstrate growth towards meeting or exceeding standards in English Language Arts as measured by growth on the NWEA Maps test for Reading and an increase in scaled scores on the CAASPP SBAC test for ELA. At least 50% or more English Learners will demonstrate progress in developing English language proficiency as measured through the ELPI on the California School Dashboard

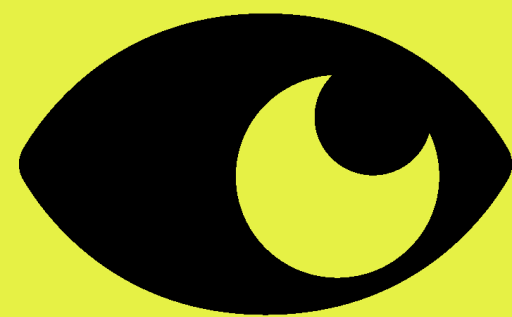
Goal 4

Students will demonstrate growth towards meeting or exceeding standards in Math as measured through NWEA Math and increased scaled score in SBAC test for Math with a specific focus of providing additional support for students with exceptional needs.

Goal 5

PVC will continue to expand and improve resources and services to students and parents to provide a sense of safety, school connectedness, and to support students' social emotional wellness.

Goal 1 Metrics and Actions



Metrics

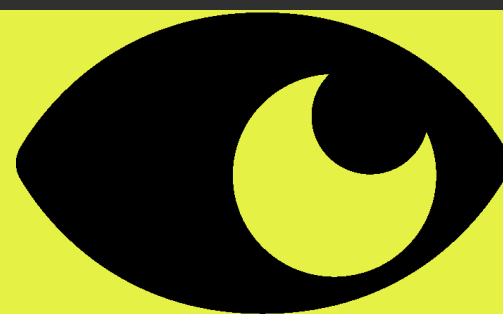
- 4-Year Graduation Rate
- 1-Year Graduation Rate
- Credit Completion Rates
- Passing Rates on Semester Courses

Actions

- Support for Credit Deficient Students
- Access to courses
- Parent Engagement
- Support for Special Education Students



Goal 2 Metrics and Actions

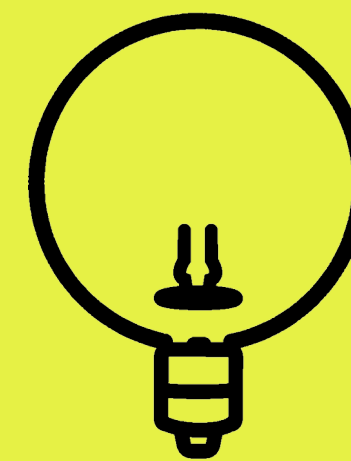


Metrics

- College & Career Indicator
- Post Graduation Plans
- FAFSA Completion Rates
- Access to Broad Course of Study
- Community College Enrollment Rates
- Post-Graduation Survey Results for Special Education Students

Actions

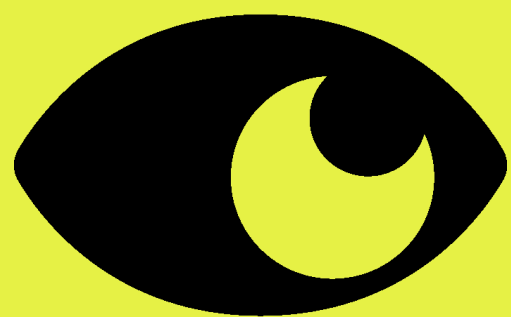
- New Positions
- College and Career Activities
- Additional College and Career Activities
- Community College Relationships



Actions

- First Generation Support
- Elective Improvement
- Community Support
- Additional Support for Special Education Students

Goal 3 Metrics and Actions



Metrics

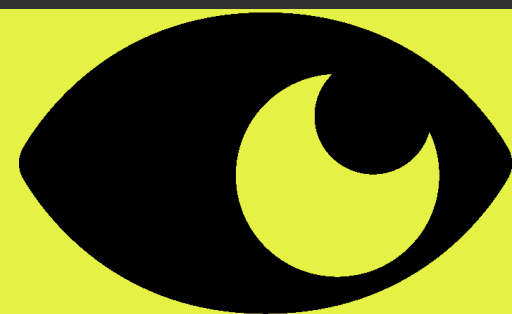
- SBAC Scores ELA
- NWEA Maps Scaled Scores - Reading
- Maps Growth - Reading
- English Course Semester Grades
- ELPI Levels
- Reclassification Rates

Actions

- English Courses
- Instructional Focus in Literacy
- English Language Development
- Teacher Support
- Testing Activities



Goal 4 Metrics and Actions



Metrics

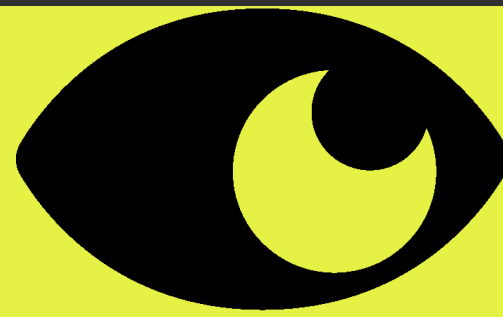
- SBAC Scores - Math
- NWEA Maps Scores - Math
- Maps Growth - Math
- Math Course Semester Grades
- Upper Level Math Course Enrollment Rates

Actions

- Curriculum
- Intervention and Support
- Training and Professional Development
- Testing Activities



Goal 5 Metrics and Actions

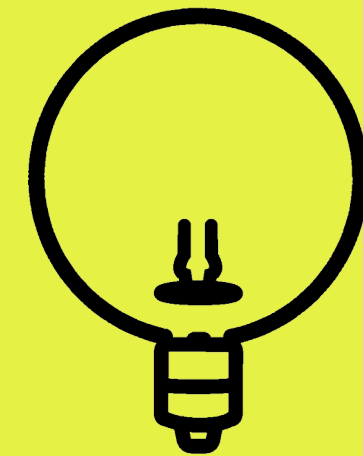


Metrics

- Attendance Rate
- Suspension Rate
- School Safety Survey Results

Actions

- Support Programs
- Hotspots/Chromebooks/Phones
- Curriculum
- Student Discipline



Actions

- Staff Support
- Engagement
- Facilities

Link to
LCAP
Document

8.2

Pacific View Charter School

Student

Student Policy #7

Health Examinations and Immunizations

Health Examinations

The Governing board recognizes that periodic health examinations of students may lead to the detection and treatment of conditions that impact learning. Health examinations also may help in determining whether special adaptations of the school program are necessary.

In addition to verifying that students have complied with legal requirements for health examinations and immunizations before enrolling in the School, the School shall administer tests for vision, hearing and scoliosis as required by law.

The Director, or designee, shall ensure that staff employed to examine students exercise proper care of each student and that examination results are kept confidential. Records related to these examinations shall be available only in accordance with law.

Reports to the Board regarding the number of students found to have physical problems and the effort made to correct them shall in no way reveal the identity of students.

Immunizations

~~To protect the health of all students and staff and to curtail the spread of infectious diseases, the Governing Board desires to cooperate with state and local health agencies to encourage immunization of all district students against preventable diseases.~~

~~Students entering the School shall present an immunization record, which shows at least the month and year of each immunization the student has received, in accordance with law. Students shall be excluded from School or exempted from immunization requirements only as allowed by law.~~

~~Each student shall present his/her immunization record certifying that he/she has received all required immunizations currently due before he/she is admitted to the School.~~

8.3

Pacific View Charter School

Student

Student Policy #29

IMMUNIZATION POLICY

The Pacific View Charter School (“Charter School”) adheres to all laws related to legally required immunizations for entering students pursuant to Health and Safety Code Sections 120325-120380, and Title 17, California Code of Regulations Sections 6000-6075.

Required Immunizations, Records and Reports

California law requires that an immunization record be presented to Charter School staff before a child can be unconditionally enrolled in school. Entering students who are not exempt must provide Charter School written verification from a doctor or immunization clinic of the following immunizations:

Child's Grade	Immunization	Dosage
TK/K-12 ¹	Diphtheria, Pertussis, and Tetanus (DTaP)	Five (5) doses
	Polio	Four (4) doses
	Measles, Mumps, and Rubella (MMR)	Two (2) doses
	Hepatitis B (Hep B)	Three (3) doses
	Varicella (chickenpox)	Two (2) doses
Entering 7 th Grade ²	Tetanus, reduced Diphtheria, and acellular Pertussis (Tdap)	One (1) dose
	Varicella	

¹ **NOTE:** Four doses of DTaP are allowed if one was given on or after the fourth birthday. Three doses meet the requirement if at least one dose of Tdap, DTaP, or DTP vaccine was given on or after the seventh birthday (also meets the 7th-12th grade Tdap requirement.) One or two doses of Td vaccine given on or after the seventh birthday count towards the requirement. Three doses of Polio are allowed if one was given on or after fourth birthday. MMR doses must be given on or after first birthday. Two doses of measles, two doses of mumps, and one dose of rubella vaccine meet the requirement, separately or combined. Combination vaccines (e.g., MMRV) meet the requirements for individual component vaccines.

² **NOTE:** In order to begin seventh grade, students who had a valid personal belief exemption on file with a public or private elementary or secondary school in California before January 1, 2016 must meet all requirements for the TK/K-12 grade levels (i.e., polio, MMR, chickenpox/varicella and primary series for diphtheria, tetanus, and pertussis), **in addition to** the seventh grade requirements for Tdap (at least one dose of pertussis-containing vaccine on or after the seventh birthday) and two (2) doses of Varicella (varicella requirement for seventh grade advancement expires after June 30, 2025).

Verification of immunizations will be completed with written medical records from the child's doctor or immunization clinic. Immunization records shall be part of the mandatory permanent pupil record and shall be kept in accordance with Charter School's Educational Records and Student Information Policy. Charter School will file a written report on the immunization status of all new entrants to Charter School with the California Department of Public Health ("CDPH"), on at least an annual basis, as required by law.

Charter School shall immediately admit a foster child, as defined in Education Code Section 48853.5(a), and a homeless child, as defined in Section 11434a(2) of Title 42 of the United States Code, even if the foster or homeless child's immunization records are not available or are missing. However, this does not alter Charter School's obligation to obtain immunization records for foster and homeless students or to ensure the full immunization of foster and homeless students as required by law.

If Charter School discovers that an admitted student who was previously believed to be in compliance with the immunization requirements is subsequently discovered to not be in compliance with either the unconditional admission requirements or the conditional admission requirements, Charter School will notify the student's parent/guardian of: 1) the time period within which the doses must be received, which may be no more than ten (10) school days after notification; and 2) that the student shall continue in attendance only if the parent/guardian provides documentation that the immunization requirements have been met within the time period designated by Charter School. If the student does not provide documentation of having received all required immunizations within the time period designated by Charter School, Charter School shall exclude this student from attendance. The student shall remain excluded from Charter School until the student provides proper documentation of the student's compliance with the immunization requirements as required by law. The student shall also be reported to the School Registrar.

The Executive Director, or designee, may arrange for a licensed physician or a qualified registered nurse to administer immunizations at Charter School to any student whose parent/guardian has consented in writing.

Conditional Admission

Students may be conditionally admitted in accordance with Health and Safety Code Section 120340 and Title 17, California Code of Regulations Section 6035. The Executive Director or designee shall notify the student's parents/guardians of the date by which the student must complete all the remaining doses. The Executive Director or designee shall review the immunization record of each student admitted conditionally at least every thirty (30) days from the date of admission until that student has received all the required immunizations or submitted a valid exemption. If a student conditionally admitted fails to fulfill the conditions of admission, Charter School will prohibit the student from further attendance until that student provides proper documentation of the student's compliance with the immunization requirements as required by law.

Documentary Proof

The Executive Director or designee shall maintain the student's immunization information in the student's mandatory permanent record and shall file annual immunization status reports as required by the CDPH.

Exemptions from Immunization Requirements

All students must be fully immunized in accordance with the California Health and Safety Code, the California Code of Regulations, and this Policy with the following exceptions:

1. Students who show proof of a medical exemption by a physician licensed to practice medicine in California pursuant to Health and Safety Code Sections 120370-120372.
 - a. Commencing January 1, 2021, the CDPH standardized medical exemption form shall be the only documentation of a medical exemption that Charter School shall accept.
 - b. On and after July 1, 2021, Charter School shall not unconditionally admit or readmit, or admit or advance any student to 7th grade, unless the student has been fully immunized or files a CDPH standardized medical exemption form as required by law.
 - c. Medical exemptions remain valid until the earliest of: 1) the child's enrollment in the next grade span, as defined below; 2) the expiration date specified in a temporary medical exemption, which shall not exceed one year; or 3) revocation of the exemption pursuant to Health and Safety Code Section 120372.
2. Students who are enrolled in a home-based private school or independent study program and do not receive any classroom-based instruction.
 - a. A student who has not received all of the required immunizations will not be eligible to attend classes at a Charter School or any resource center unless the student is otherwise exempt under #1 or #3.
 - b. Classroom-based instruction does not include any extracurricular activities, including sports and school-sponsored events, and field trips, but does include any tutoring or instructional activities occurring on campus or at a resource center.
3. Students who, prior to January 1, 2016, submitted a letter or affidavit on file at a private or public elementary or secondary school in California stating beliefs opposed to immunization, and who provides said letter or affidavit to the Charter School, shall be allowed to enroll at the Charter School without being fully immunized until the student enrolls in the next grade span, as defined below, pursuant to Health and Safety Code Section 120335(g).

“Grade span” means each of the following:

1. Birth to Preschool.
2. Kindergarten and grades 1 to 6, inclusive, including transitional kindergarten.
3. Grades 7 to 12, inclusive.

If there is good cause to believe that a child has been exposed to a disease listed in Health and Safety Code Section 120335(b) and the child’s documentary proof of immunization status does not show proof of immunization against that disease, that child may be temporarily excluded from Charter School until the local health officer is satisfied that the child is no longer at risk of developing or transmitting the disease.

This Policy does not prohibit a student who qualifies for an individualized education program (“IEP”), pursuant to federal law and Education Code Section 56026, from accessing any special education and related services required by the student’s IEP.

Board approved:

8.4

Pacific View Charter School

Student

Student Policy #30

Civility Conduct Of Employees, Parents and The Public Policy

It is the intent of the Board of Education to promote mutual respect, civility and orderly conduct among Pacific View Charter School employees, parents and the public. It is not the intent of the Board of Education to deprive any person of his or her right to freedom of expression. The intent of this policy is to maintain a safe and orderly workplace for teachers, students, administrators, staff, parents and other members of the community. Pacific View is committed to maintaining orderly educational and administrative processes in keeping schools and offices free from disruptions and preventing unauthorized persons from entering school grounds.

In the interest of presenting school administrators, teachers and other employees as positive role models, the Board of Education encourages positive communications and discourages volatile, hostile or aggressive communications or actions. This policy seeks to promote a school and workplace culture of mutual respect, civility and orderly conduct. One of the primary goals of this policy is to ensure a learning environment that is safe, productive and nurturing for all students and staff. Pacific View Charter School seeks public cooperation with this endeavor.

1. Expected level of behavior:

School personnel will treat parents, students and other members of the public with courtesy and respect.

Parents, students and visitors will treat teachers, administrators, other employees, and site visitors with courtesy and respect.

2. Unacceptable/disruptive behavior:

Disruptive behavior includes, but is not necessarily limited to:

- Behavior which interferes with or threatens to interfere with the operation of a classroom, an employee's office or office area, areas of school or facilities open to parents/guardians and the general public or a school sponsored event away from the school site. It also covers areas of a school or facilities which are not open to parents/guardians and the general public;
- Using loud and/or offensive language, swearing, cursing or display of temper;
- Threatening to do bodily or physical harm to a teacher, school administrator, school employee, student, or visitor to the site regardless of whether the behavior constitutes or may constitute a criminal violation;
- Damaging or destroying school property;
- Abusive, threatening or obscene e-mail or voice mail messages;
- Taunting, jeering, or inciting others to taunt or jeer at a person;

- Using epithets referring to one's ethnicity/race, religion, gender, color, sexuality, or disability;
- Invading the personal space of a person after being directed to move away;
- Repeatedly and aggressively interrupting another person who is speaking at an appropriate time and place; or
- Any other behavior that disrupts the orderly operation of a school, classroom or any other school facility.

3. Parent recourse:

Any parent who believes he/she or his/her student was subject to unacceptable/disruptive behavior on the part of any staff member should bring such behavior to the attention of the staff member's immediate supervisor or appropriate administrator. The parent may report verbally or in writing using the uniform complaint form. Parents are encouraged to work out issues of concern promptly. No retaliation will be permitted against persons for working in good faith under this policy to resolve conflicts.

4. Authority of school personnel:

Authority to direct persons to leave school premises or a school sponsored event away from the school site: Any individual who

- (1) disrupts or threatens to disrupt school operations;
- (2) threatens or attempts to do or does physical harm to school personnel, students or others on school premises;
- (3) threatens the health or safety of students, school personnel or others on school premises;
- (4) intentionally causes damage to school property or the property of others on a school campus;
- (5) uses loud and/or offensive language, which would provide a violent reaction; or
- (6) comes on a school facility without authorization or otherwise establishes a continued pattern of unauthorized entry on school grounds may be directed to leave the school premises by the Executive Director or designee, or in their absence a person who is in charge of the school or any administrator.

If any member of the public uses obscenities or speaks in a demanding, loud, insulting and/or demeaning manner, the administrator or employee to whom the remarks are directed will calmly and politely admonish the speaker to communicate civilly. If corrective action is not taken by the abusing party, the employee will verbally notify the abusing party that the meeting, conference, or telephone conversation is terminated, and if the meeting or conference is on school premises, the offending person will be directed to leave promptly.

When an individual is directed to leave under the circumstances presented above, the Executive Director or designee shall inform the person that he/she may be guilty of a crime if he/she: fails to leave or remains after being directed to leave; returns to the campus without following the school's posted registration requirements; or returns within seven days after being directed to leave, as applicable. If the person refuses to leave the premises or returns before the applicable

period of time as directed, the administrator or other authorized personnel may seek the assistance of law enforcement and request that law enforcement take such action as is deemed necessary.

5. Appeal procedure:

Any person who is asked to leave a school building or grounds may appeal to the Executive Director or designee. This appeal shall be made no later than the second school day after the person has departed from the school building or grounds. After reviewing the matter with the administrator or designee and the person making the appeal, the Executive Director or designee shall render his/her decision within 24 hours after the appeal is made, and this decision shall be binding.

The decision of the Executive Director or designee may be appealed to the Board of Education. Such an appeal shall be made no later than the second school day after the Executive Director or designee has rendered his/her decision. The Board shall consider and decide the appeal at its next scheduled regular public meeting. The Board's decision shall be final.

8.5

Pacific View Charter School
May 2024 Board Meeting
April Warrant Listing

31

Warrant ID	Name	Payment Date	Total Warrant Amount	Descr	Fund	Invoice Amount	PO Number
020926	Reliable Translations Inc.	4/2/2024	171.00	SPED Translations	6200	171.00	0000001905
020927	Pediatric Therapy Services, LLC	4/2/2024	5,038.00	SPED Physical Therapist	6200	208.00	0000001995
020927	Pediatric Therapy Services, LLC	4/2/2024		EDSPEC	6200	4,830.00	0000002015
020928	SOUTH COUNTY PEST CONTROL, INC	4/2/2024	90.00	Pest Control - Both Campuses	6200	90.00	0000001920
020988	Reliable Translations Inc.	4/4/2024	171.00	TRANSLATION	6200	171.00	0000001905
020989	Intersection R & M Services, Inc	4/4/2024	280.18	Handyman Services- Oceanside	6200	280.18	0000001922
021102	JAN-PRO OF SAN DIEGO	4/8/2024	3,799.00	Janitorial Services- Oceanside	6200	3,799.00	0000001844
021103	MV MEDICAL CTR MASTER ASSOC	4/8/2024	1,343.00	Property Association Fees - Mo	6200	1,343.00	0000001848
021206	CDW GOVERNMENT, INC.	4/10/2024	54,413.50	Student Chromebooks	6200	54,413.50	0000002052
021207	NANPOR SECURITY SERVICES	4/10/2024	6,581.25	Security Guard - Oceanside	6200	2,632.50	0000001849
021207	NANPOR SECURITY SERVICES	4/10/2024		Security Guard - Oceanside	6200	3,948.75	0000001849
021208	PACIFIC VIEW CHARTER SCHOOL	4/10/2024	18,130.94	Mortgage Payment- Oceanside- 1	6200	2,719.64	0000001852
021208	PACIFIC VIEW CHARTER SCHOOL	4/10/2024		Mortgage Payment- Oceanside- 8	6200	15,411.30	0000001852
021209	WASTE MANAGEMENT	4/10/2024	225.62	Trash Service- MV	6200	225.62	0000001843
021613	Reliable Translations Inc.	4/22/2024	402.00	SPED Translations	6200	171.00	0000001905
021613	Reliable Translations Inc.	4/22/2024		SPED Translations	6200	231.00	0000001905
021614	OFFICE DEPOT	4/22/2024	1,164.87	Oceanside- Admin Office Suppli	6200	67.35	0000001894
021614	OFFICE DEPOT	4/22/2024		Student Supplies	6200	305.31	0000001853
021614	OFFICE DEPOT	4/22/2024		SPED Instructional Supplies	6200	75.54	0000001932
021614	OFFICE DEPOT	4/22/2024		Oceanside- Admin Office Suppli	6200	66.66	0000001894
021614	OFFICE DEPOT	4/22/2024		Student Supplies	6200	465.48	0000001853
021614	OFFICE DEPOT	4/22/2024		SPED Instructional Supplies	6200	76.32	0000001932
021614	OFFICE DEPOT	4/22/2024		SPED Instructional Supplies	6200	17.59	0000001932
021614	OFFICE DEPOT	4/22/2024		Student Supplies	6200	70.36	0000001853
021614	OFFICE DEPOT	4/22/2024		Oceanside- Admin Office Suppli	6200	20.26	0000001894
021720	Total Education Solutions	4/24/2024	8,156.25	SPEECH SERVICES	6200	4,843.75	0000002011
021720	Total Education Solutions	4/24/2024		SPEECH SERVICES	6200	2,687.50	0000002011
021720	Total Education Solutions	4/24/2024		TOTAL EDUCATION SOLUTIONS	6200	250.00	0000001918
021720	Total Education Solutions	4/24/2024		TOTAL EDUCATION SOLUTIONS	6200	375.00	0000001918
021721	Pediatric Therapy Services, LLC	4/24/2024	14,242.00	SPED Physical Therapist	6200	234.00	0000001995
021721	Pediatric Therapy Services, LLC	4/24/2024		SPED Physical Therapist	6200	208.00	0000001995
021721	Pediatric Therapy Services, LLC	4/24/2024		EDSPEC	6200	6,900.00	0000002015
021721	Pediatric Therapy Services, LLC	4/24/2024		EDSPEC	6200	6,900.00	0000002015
021722	NANPOR SECURITY SERVICES	4/24/2024	1,316.25	Security Guard - Oceanside	6200	1,316.25	0000001849
021723	OFFICE DEPOT	4/24/2024	31.92	Oceanside- Admin Office Suppli	6200	31.92	0000001894

Pacific View Charter School
May 2024 Board Meeting
April Warrant Listing

32

Warrant ID	Name	Payment Date	Total Warrant Amount	Descr	Fund	Invoice Amount	PO Number
021875	PACIFIC VIEW CHARTER SCHOOL	4/29/2024	12,355.89	Mortgage Payment- MV- \$9884.71	6200	9,884.71	0000001851
021875	PACIFIC VIEW CHARTER SCHOOL	4/29/2024		Mortgage Payment- MV \$2471.18	6200	2,471.18	0000001851
14134372	U.S. Bank	4/1/2024	9,487.90	Oceanside- Student Postage 56%	6200	336.00	0000001876
14134372	U.S. Bank	4/1/2024		Oceanside- Costco Admin Suppli	6200	59.75	0000001875
14134372	U.S. Bank	4/1/2024		INSTRUCTIONAL SUPPLIES	6200	52.67	0000001873
14134372	U.S. Bank	4/1/2024		INSTRUCTIONAL SUPPLIES	6200	1,834.72	0000001872
14134372	U.S. Bank	4/1/2024		SPED Student Nutrition	6200	230.15	0000001855
14134372	U.S. Bank	4/1/2024		Costco Supplies	6200	235.70	0000001854
14134372	U.S. Bank	4/1/2024		Instructional Supplies GE	6200	2,113.96	0000001847
14134372	U.S. Bank	4/1/2024		Auto Expenses: Gas, Maintenanc	6200	127.87	0000001874
14134372	U.S. Bank	4/1/2024		MV- Costco Admin Supplies	6200	87.19	0000001875
14134372	U.S. Bank	4/1/2024		Oceanside Postage Supplies	6200	118.96	0000001876
14134372	U.S. Bank	4/1/2024		Oceanside Stamps.com Service F	6200	29.99	0000001876
14134372	U.S. Bank	4/1/2024		Oceanside- Admin Postage 33%	6200	207.85	0000001876
14134372	U.S. Bank	4/1/2024		Oceanside- SPED Postage 11%	6200	66.00	0000001876
14134372	U.S. Bank	4/1/2024		MV Stamps.com Service Fee	6200	29.99	0000001877
14134372	U.S. Bank	4/1/2024		Oceanside Janitorial Supplies	6200	633.91	0000001914
14134372	U.S. Bank	4/1/2024		MV Janitorial Supplies	6200	109.19	0000001914
14134372	U.S. Bank	4/1/2024		Classified Staff Trainings	6200	75.00	0000001940
14134372	U.S. Bank	4/1/2024		MHS Online Assessments	6200	25.00	0000002041
14134372	U.S. Bank	4/1/2024		Printed Materials	6200	320.00	0000002054
14134372	U.S. Bank	4/1/2024		SPED MHS Beyond Assessments	6200	198.00	0000002042
14134372	U.S. Bank	4/1/2024		GIMKIT LEARNING GAME SOFTWARE	6200	650.00	0000002045
14134372	U.S. Bank	4/1/2024		KAHOOT LEARNING GAME	6200	1,025.43	0000002049
14134372	U.S. Bank	4/1/2024		Student Nutrition	6200	920.57	0000001855
14134373	Day Management Corp dba Day Wireless Sys	4/1/2024	1,280.56	Motorola Portable Radios for s	6200	1,280.56	0000002057
14134374	Bright Thinker, Inc	4/1/2024	2,000.00	K8 Curriculum	6200	2,000.00	0000002053
14134375	NATIONAL BENEFIT SERVICES, LLC	4/1/2024	75.00	Admin Fees for Cafe 125	6200	75.00	0000001929
14134376	PALOMAR FAMILY COUNSELING	4/1/2024	13,915.00	Student Counseling	6200	13,915.00	0000001890
14135770	Rollin From The Heart	4/4/2024	1,400.00	AFTER SCHOOL PROGRAM SKATE	6200	1,400.00	0000001954
14135771	Whitehouse CPAs, Inc	4/4/2024	10,750.00	Back Office Services	6200	10,750.00	0000002037
14135772	MORENO VALLEY UTILITY	4/4/2024	206.09	Electricity Utility- MV	6200	206.09	0000001841
14135773	RONALD LARRY HOLDEN	4/4/2024	2,600.00	Janitorial Services	6200	2,600.00	0000001839
14135774	Cintas Fire Protection	4/4/2024	542.58	MV Fire Sprinkler	6200	542.58	0000001883
14135775	SECURITY SIGNAL DEVICES, INC.	4/4/2024	626.91	MV Fire System	6200	626.91	0000001882

Pacific View Charter School
May 2024 Board Meeting
April Warrant Listing

33

Warrant ID	Name	Payment Date	Total Warrant Amount	Descr	Fund	Invoice Amount	PO Number
14136926	Kajeet, Inc	4/8/2024	1,659.13	Student Hotspots	6200	1,659.13	0000001871
14136927	GoTo Technologies USA, Inc	4/8/2024	271.96	PHONES FOR MORENO VALLEY	6200	271.96	0000001938
14136928	Top Notch Catering	4/8/2024	10,383.05	SPED- Student Nutrition Food S	6200	2,076.61	0000001945
14136928	Top Notch Catering	4/8/2024		Gen-Ed Student Nutrition Food	6200	8,306.44	0000001945
14136929	EXPRESS SERVICES, INC.	4/8/2024	1,141.60	2 Temps for Registration	6200	1,141.60	0000001892
14136930	KONICA MINOLTA BUS. SOLUTIONS	4/8/2024	179.10	MV- Copier- Admin Fees 25 %	6200	44.77	0000001863
14136930	KONICA MINOLTA BUS. SOLUTIONS	4/8/2024		MV- Copier- Student Fees 75 %	6200	134.33	0000001863
14136931	YOUNG, MINNEY & CORR, LLP	4/8/2024	300.00	Legal Counsel	6200	300.00	0000001868
14136932	NATIONAL BENEFIT SERVICES, LLC	4/8/2024	200.00	Admin Fees for Cafe 125	6200	200.00	0000001929
14136933	SAN DIEGO GAS & ELECTRIC	4/8/2024	3,155.11	Electricity Utilities- Oceansi	6200	3,155.11	0000001842
14138572	Derry Parler	4/11/2024	65.66	Staff Reimbursement	6200	65.66	
14138573	Yvonne Garcia	4/11/2024	80.54	Staff Reimbursement	6200	80.54	
14138574	Gabriella Liem	4/11/2024	4,500.00	Educator Effectiveness Reimb.	6200	4,500.00	
14138575	Maria Castellanos	4/11/2024	79.80	Staff Reimbursement	6200	79.80	
14138576	Francisco J. Mendoza	4/11/2024	81.01	Staff Reimbursement	6200	81.01	
14138577	Selena Sanchez	4/11/2024	81.34	Staff Reimbursement	6200	81.34	
14138578	Jesse Burns	4/11/2024	1,810.00	Educator Effectiveness Reimb.	6200	1,810.00	
14138579	Brenda Panneton	4/11/2024	965.00	Educator Effectiveness Reimb.	6200	965.00	
14138580	BOROMPORN LERTPAICHAION	4/11/2024	69.08	Staff Reimbursement	6200	69.08	
14138581	LORI BENTLEY	4/11/2024	47.50	Staff Reimbursement	6200	47.50	
14141281	Energo Electric LLC	4/18/2024	2,380.00	MV Replacement exit & e-lights	6200	2,380.00	0000002070
14141282	DJ Extreme	4/18/2024	1,600.00	HS DANCE DJ	6200	1,600.00	0000002083
14141283	Cintas Fire Protection	4/18/2024	1,577.10	MV Fire exit/e-lights inspecti	6200	1,577.10	0000002069
14142313	Specialized Therapy Services, Inc	4/22/2024	5,282.30	Nursing Services	6200	190.00	0000001916
14142313	Specialized Therapy Services, Inc	4/22/2024		Audiology, DHH, APE, OT Vision	6200	1,102.30	0000001916
14142313	Specialized Therapy Services, Inc	4/22/2024		SPED Therapy Services	6200	3,990.00	0000001916
14142314	DECORATIVE SERVICES	4/22/2024	6,761.30	Chromebook Bags	6200	6,761.30	0000002051
14142315	V TECHNOLOGY SOLUTION	4/22/2024	529.09	UPS BATTERY (SERVER)	6200	529.09	0000002056
14144076	Cordata Shredding	4/25/2024	297.01	Off-Site Secure Storage	6200	297.01	0000001893
14144077	Cordata Shredding	4/25/2024	139.19	Oceanside Shred	6200	83.32	0000001893
14144077	Cordata Shredding	4/25/2024		Moreno Valley Shred	6200	55.87	0000001893
14144078	Teachers on Reserve	4/25/2024	405.34	Sub Teachers	6200	405.34	0000001947
14144079	Savvas Learning Co, LLC	4/25/2024	47.20	Spanish Math Book	6200	47.20	0000002013
14144080	Rollin From The Heart	4/25/2024	1,400.00	AFTER SCHOOL PROGRAM SKATE	6200	1,400.00	0000001954
14144081	DJ Extreme	4/25/2024	3,000.00	Graduation Sound Production	6200	3,000.00	0000002059

230,564.55

8.6

Bulletin

Topic: Annual Resolutions Authorized Designated Agents

Date: **April 10, 2024**

To: Chief Administrative Officers
Business Managers

From: Matthew Gilroy
Payroll Services Manager
Business Services

Pursuant to various sections of the Education Code, it is necessary that the governing board pass a series of resolutions prior to the beginning of each fiscal year in order to maintain a current register of persons authorized to act on behalf of the school district.

It is recommended that the governing board take necessary action for completion of the attached resolutions by its first meeting in May. The following fiscal year is the normal effective period for each resolution; however, the resolution forms are designed so that midyear changes can be made. Additions and/or deletions must be made by submitting **Revised (Board Approved)** resolutions to the County Office.

Exact specimen signatures must be on the resolution forms as they will appear on the documents. Where facsimile (rubber stamp) signature is to be used, the resolution form must illustrate both the manual signature and the facsimile. Additionally, only the mail addressee or authorized designee may pick up mail or warrants at the County Office of Education.

Please complete each resolution and return the originals to Marisa Pulido, Room 607 by **June 25, 2024.**

If you have questions regarding resolutions 1, 2 or 5, or the requirements at the San Diego County Office of Education, please contact Marisa Pulido at (858) 292-3555.

If you have questions regarding resolution 4 or the procedures for changing revolving cash funds, please call Sheri Walden at (858) 295-6692.

Annual Resolutions Authorized Designated Agents

April 10, 2024

Page 2

REMINDER -- Please review the authorized personnel on your Revolving Cash Funds each year. You must update the information if the authorized personnel leave/change.

The resolution forms are now a Writable PDF document. We hope this will make it easier for you to fill in your district's information.

MG:MP

Enclosures

RESOLUTION # _____
**RESOLUTION DESIGNATING AUTHORIZED AGENT TO RECEIVE MAIL
 AND PICK UP WARRANTS AT THE COUNTY OFFICE OF EDUCATION**

_____ School District, San Diego County ON MOTION
OF member _____, seconded by member _____
effective _____ through June 30, _____

IT IS RESOLVED AND ORDERED that:

1. The authorized agent (**one person only**) to receive mail from the Accounting/Payroll Sections is_____
2. The authorized person(s) or district(s) to pick up warrants from the County Office (other than the mail addressee) are:
- _____
- _____
- _____
- _____
3. mail hold consortium
- Check one Monthly payroll warrants each and every month.
- Check one Daily/Hourly payroll warrants each and every month.

IT IS FURTHER RESOLVED that, this motion shall stand and that all additions and deletions shall be submitted in writing to the San Diego County Office of Education.

PASSED AND ADOPTED by said Governing Board on _____ by the following vote:
(date)

AYES: MEMBERS

NOES:_____MEMBERS

ABSENT: _____ MEMBERS

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS

I, _____, Clerk of the Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly passed and adopted by said Board at a regularly called and conducted meeting held on said date.

Secretary/Clerk of the Governing Board

Manual signature(s) of authorized person(s):

Facsimile signature(s), if applicable:
(Rubber Stamp)

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RESOLUTION # _____
PAYMENT ORDER RESOLUTION

_____ School District, San Diego County ON MOTION
OF member _____, seconded by member _____
effective _____ through June 30, _____.

IT IS RESOLVED AND ORDERED that, in accordance with the provisions of Section 3100 et seq., Chapter 8, Division 4, Title I of the Government Code (**all districts**), the following person(s) be and is hereby designated to ascertain and certify that each employee of said district has taken the oath of allegiance.

_____ or _____.

IT IS FURTHER RESOLVED AND ORDERED that, in accordance with the payroll procedure provided in Education Code Section 45310 (**merit system districts only**), no warrant shall be drawn by or on behalf of the governing board of this district for the payment of any salary or wage to any employee in the classified service unless the assignment bears the certification of the following person:

_____, Personnel Director

IT IS FURTHER RESOLVED that this motion shall stand and that all additions and deletions shall be submitted in writing to the San Diego County Office of Education.

PASSED AND ADOPTED by said Governing Board on _____ by the following vote:
(date)

AYES: _____ MEMBERS

NOES: _____ MEMBERS

ABSENT: _____ MEMBERS

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS

I, _____, Clerk of the Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly passed and adopted by said Board at a regularly called and conducted meeting held on said date.

Secretary/Clerk of the Governing Board

Manual signature(s) of authorized person(s):

Facsimile signature(s), if applicable:
(Rubber Stamp) Gov Code Sec. 5501

RESOLUTION # _____
RESOLUTION DESIGNATING AUTHORIZED AGENT TO SIGN SCHOOL ORDERS
(COMMERCIAL WARRANTS)

_____ School District, San Diego County ON MOTION
 OF member _____, seconded by member _____
 effective _____ through June 30, _____.

IT IS RESOLVED AND ORDERED that, pursuant to the provisions of Education Code Section 42632 or 85232, _____ Johnson be and is hereby authorized to sign any and all orders in the name of said District, drawn on the funds of said District.

IT IS FURTHER RESOLVED that this motion shall stand and that all additions and deletions shall be submitted in writing to the San Diego County Office of Education.

PASSED AND ADOPTED by said Governing Board on _____ by the following
 vote: (date)

AYES: _____ MEMBERS

NOES: _____ MEMBERS

ABSENT: _____ MEMBERS

STATE OF CALIFORNIA)
 COUNTY OF SAN DIEGO) SS

I, _____, Clerk of the Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly passed and adopted by said Board at a regularly called and conducted meeting held on said date.

 Secretary/Clerk of the Governing Board

Manual signature(s) of authorized person(s):

Facsimile signature(s), if applicable:
 (Rubber Stamp)

SCHOOL DISTRICT
RESOLUTION _____ AUTHORIZING THE REPLACEMENT OF WARRANTS

On a motion of Member _____, seconded by Member _____ the following Resolution is adopted:

WHEREAS, during the course of business, this School District issues payroll and commercial warrants for the payments of goods and services received by the District; and
 WHEREAS, payroll and commercial warrants are lost, stolen, mutilated, or expire upon occasion; and
 WHEREAS, a petition for issuance of a new warrant may be presented by the payee pursuant to Government Code section 29802.
 NOW, THEREFORE BE IT RESOLVED by the governing Board of the

 School District of San Diego County, California, that the following persons shall be authorized to reissue new payroll and commercial warrants upon presentation of a properly completed petition for issuance of a new warrant if such new warrant does not exceed the amount of the original warrant.

	Manual Signature	Facsimile Signature
Superintendent	_____	_____
Assistant Superintendent, Business Services	_____	_____
Assistant Superintendent, Employer/Employee Relations	_____	_____
Assistant Superintendent, Educational Services	_____	_____
Director of Accounting	_____	_____

PASSED AND ADOPTED by said Governing Board on _____

AYES: _____

NOES: _____

ABSENT: _____

I, _____ Clerk of the Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by the Governing Board at a regularly called and conducted meeting held on said date.

 Clerk of the Governing Board

8.7

2024-25 CERTIFICATED SALARY SCHEDULE
Effective 7/1/2024

12 Month Pay

STEP	Site Supervisor 213 days	Per Diem	Hourly	Special Education Coordinator 229 days	Per Diem	Hourly	School Counseling Coordinator 223 days	Per Diem	Hourly	Psychologist 188 days	Per Diem	Hourly	Speech Pathologist 188 days Full Time	Der Diem	Speech Pathologist 188 days Part Time	K8 Coordinator 198 days	Per Diem	Hourly
1	\$ 94,053	\$ 441.56	\$ 55.20	\$ 100,988	\$ 441.00	\$ 55.12	\$ 83,118	\$ 372.73	\$ 46.59	\$ 96,329	\$ 512.39	\$ 64.05	\$ 82,002	\$ 436.18	\$ 54.52	\$ 87,429	\$ 441.56	\$ 56.04
2	\$ 97,815	\$ 459.23	\$ 57.40	\$ 105,028	\$ 458.64	\$ 57.33	\$ 86,443	\$ 387.64	\$ 48.45	\$ 100,182	\$ 532.88	\$ 66.61	\$ 85,282	\$ 453.63	\$ 56.70	\$ 90,926	\$ 459.22	\$ 58.29
3	\$ 101,728	\$ 477.59	\$ 59.70	\$ 109,229	\$ 476.98	\$ 59.62	\$ 89,900	\$ 403.14	\$ 50.39	\$ 104,189	\$ 554.20	\$ 69.27	\$ 88,693	\$ 471.77	\$ 58.97	\$ 94,563	\$ 477.59	\$ 60.62
4	\$ 105,797	\$ 496.70	\$ 62.09	\$ 113,598	\$ 496.06	\$ 62.01	\$ 93,496	\$ 419.27	\$ 52.41	\$ 108,357	\$ 576.37	\$ 72.05	\$ 92,241	\$ 490.64	\$ 61.33	\$ 98,346	\$ 496.70	\$ 63.04
5	\$ 110,029	\$ 516.57	\$ 64.57	\$ 118,142	\$ 515.90	\$ 64.49	\$ 97,236	\$ 436.04	\$ 54.50	\$ 112,691	\$ 599.42	\$ 74.93	\$ 95,931	\$ 510.27	\$ 63.78	\$ 102,280	\$ 516.56	\$ 65.56
6	\$ 114,430	\$ 537.23	\$ 67.15	\$ 122,867	\$ 536.54	\$ 67.07	\$ 101,126	\$ 453.48	\$ 56.68	\$ 117,199	\$ 623.40	\$ 77.92	\$ 99,768	\$ 530.68	\$ 66.34	\$ 106,371	\$ 537.23	\$ 68.19
7	\$ 119,007	\$ 558.72	\$ 69.84	\$ 127,782	\$ 558.00	\$ 69.75	\$ 105,171	\$ 471.62	\$ 58.95	\$ 121,887	\$ 648.33	\$ 81.04	\$ 103,759	\$ 551.91	\$ 68.99	\$ 110,626	\$ 558.72	\$ 70.91
8	\$ 124,957	\$ 586.65	\$ 73.33	\$ 134,171	\$ 585.90	\$ 73.24	\$ 110,429	\$ 495.20	\$ 61.90	\$ 127,981	\$ 680.75	\$ 85.09	\$ 108,947	\$ 579.50	\$ 72.44	\$ 116,157	\$ 586.65	\$ 74.46
9	\$ 127,457	\$ 598.39	\$ 74.80	\$ 136,855	\$ 597.62	\$ 74.70	\$ 112,638	\$ 505.10	\$ 63.14	\$ 130,541	\$ 694.37	\$ 86.80	\$ 111,126	\$ 591.09	\$ 73.89	\$ 118,480	\$ 598.38	\$ 75.95
10	\$ 130,006	\$ 610.36	\$ 76.29	\$ 139,592	\$ 609.57	\$ 76.20	\$ 114,891	\$ 515.20	\$ 64.40	\$ 133,152	\$ 708.25	\$ 88.53	\$ 113,348	\$ 602.92	\$ 75.36	\$ 120,850	\$ 610.35	\$ 77.47
11	\$ 132,606	\$ 622.56	\$ 77.82	\$ 142,383	\$ 621.76	\$ 77.72	\$ 117,188	\$ 525.51	\$ 65.69	\$ 135,815	\$ 722.42	\$ 90.30	\$ 115,615	\$ 614.97	\$ 76.87	\$ 123,267	\$ 622.56	\$ 79.02
12	\$ 135,258	\$ 635.01	\$ 79.38	\$ 145,231	\$ 634.20	\$ 79.27	\$ 119,532	\$ 536.02	\$ 67.00	\$ 138,531	\$ 736.87	\$ 92.11	\$ 117,927	\$ 627.27	\$ 78.41	\$ 125,732	\$ 635.01	\$ 80.60
13	\$ 137,963	\$ 647.71	\$ 80.96	\$ 148,136	\$ 646.88	\$ 80.86	\$ 121,923	\$ 546.74	\$ 68.34	\$ 141,302	\$ 751.60	\$ 93.95	\$ 120,286	\$ 639.82	\$ 79.98	\$ 128,247	\$ 647.71	\$ 82.21
14	\$ 140,722	\$ 660.67	\$ 82.58	\$ 151,098	\$ 659.82	\$ 82.48	\$ 124,361	\$ 557.67	\$ 69.71	\$ 144,128	\$ 766.64	\$ 95.83	\$ 122,692	\$ 652.61	\$ 81.58	\$ 130,811	\$ 660.66	\$ 83.85
15	\$ 143,537	\$ 673.88	\$ 84.24	\$ 154,120	\$ 673.02	\$ 84.13	\$ 126,849	\$ 568.83	\$ 71.10	\$ 147,010	\$ 781.97	\$ 97.75	\$ 125,145	\$ 665.67	\$ 83.21	\$ 133,428	\$ 673.88	\$ 85.53
16	\$ 146,408	\$ 687.36	\$ 85.92	\$ 157,203	\$ 686.48	\$ 85.81	\$ 129,386	\$ 580.20	\$ 72.53	\$ 149,950	\$ 797.61	\$ 99.70	\$ 127,648	\$ 678.98	\$ 84.87	\$ 136,096	\$ 687.35	\$ 87.24
17	\$ 149,336	\$ 701.11	\$ 87.64	\$ 160,347	\$ 700.20	\$ 87.53	\$ 131,973	\$ 591.81	\$ 73.98	\$ 152,949	\$ 813.56	\$ 101.70	\$ 130,201	\$ 692.56	\$ 86.57	\$ 138,818	\$ 701.10	\$ 88.99
18	\$ 152,322	\$ 715.13	\$ 89.39	\$ 163,554	\$ 714.21	\$ 89.28	\$ 134,613	\$ 603.64	\$ 75.46	\$ 156,008	\$ 829.83	\$ 103.73	\$ 132,805	\$ 706.41	\$ 88.30	\$ 141,595	\$ 715.12	\$ 90.77
19	\$ 155,369	\$ 729.43	\$ 91.18	\$ 166,825	\$ 728.49	\$ 91.06	\$ 137,305	\$ 615.72	\$ 76.96	\$ 159,129	\$ 846.43	\$ 105.80	\$ 135,461	\$ 720.54	\$ 90.07	\$ 144,426	\$ 729.43	\$ 92.58
20	\$ 158,476	\$ 744.02	\$ 93.00	\$ 170,161	\$ 743.06	\$ 92.88	\$ 140,051	\$ 628.03	\$ 78.50	\$ 162,311	\$ 863.36	\$ 107.92	\$ 138,171	\$ 734.95	\$ 91.87	\$ 147,315	\$ 744.02	\$ 94.43
21	\$ 161,646	\$ 758.90	\$ 94.86	\$ 173,565	\$ 757.92	\$ 94.74	\$ 142,852	\$ 640.59	\$ 80.07	\$ 165,557	\$ 880.62	\$ 110.08	\$ 140,934	\$ 749.65	\$ 93.71	\$ 150,261	\$ 758.90	\$ 96.32

The Board may elect, in its sole discretion, to approve a bonus for all PVCS employees based upon the financial stability of the school, as well as, overall employee performance as it relates to the success and growth of PVCS as a whole.

Stipends for Advanced Degrees/ Additional Work Assignments

Masters Degree	\$ 2,000.00
Doctorate Degree	\$ 3,500.00
Interim Site Supervisor	\$ 5,000.00
WASC Facilitator	\$ 5,000.00
Hard-to-Fill SpEd	\$ 5,000.00

Board

Approved: 6/18/2019

Amended: 8/20/2019

11/19/2019

5/19/2020

9/10/2020

5/18/2021

5/25/2022

6/20/2023

3/12/2024

05/xx/2024

8.8

**PACIFIC VIEW CHARTER SCHOOL
CAFETERIA PLAN**

Restated January 1, 2024

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PACIFIC VIEW CHARTER SCHOOL CAFETERIA PLAN

INTRODUCTION

The Employer has amended this Plan effective January 1, 2024, to recognize the contribution made to the Employer by its Employees. Its purpose is to reward them by providing benefits for those Employees who shall qualify hereunder and their Dependents and beneficiaries. The concept of this Plan is to allow Employees to choose among different types of benefits based on their own particular goals, desires and needs. This Plan is a restatement of a Plan which was originally effective on January 1, 2007. The Plan shall be known as Pacific View Charter School Cafeteria Plan (the "Plan").

The intention of the Employer is that the Plan qualify as a "Cafeteria Plan" within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended, and that the benefits which an Employee elects to receive under the Plan be excludable from the Employee's income under Section 125(a) and other applicable sections of the Internal Revenue Code of 1986, as amended.

ARTICLE I DEFINITIONS

1.1 **"Administrator"** means the Employer unless another person or entity has been designated by the Employer pursuant to Section 9.1 to administer the Plan on behalf of the Employer. If the Employer is the Administrator, the Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

1.2 **"Affiliated Employer"** means the Employer and any corporation which is a member of a controlled group of corporations (as defined in Code Section 414(b)) which includes the Employer; any trade or business (whether or not incorporated) which is under common control (as defined in Code Section 414(c)) with the Employer; any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in Code Section 414(m)) which includes the Employer; and any other entity required to be aggregated with the Employer pursuant to Treasury regulations under Code Section 414(o).

1.3 **"Benefit" or "Benefit Options"** means any of the optional benefit choices available to a Participant as outlined in Section 4.1.

1.4 **"Cafeteria Plan Benefit Dollars"** means the amount available to Participants to purchase Benefit Options as provided under Section 4.1. Each dollar contributed to this Plan shall be converted into one Cafeteria Plan Benefit Dollar.

1.5 **"Code"** means the Internal Revenue Code of 1986, as amended or replaced from time to time.

1.6 **"Compensation"** means the amounts received by the Participant from the Employer during a Plan Year.

1.7 **"Dependent"** means any individual who qualifies as a dependent under an Insurance Contract for purposes of coverage under that Contract only or under Code Section 152 (as modified by Code Section 105(b)).

"Dependent" shall include any Child of a Participant who is covered under an Insurance Contract, as defined in the Contract, or under the Health Flexible Spending Account or as allowed by reason of the Affordable Care Act.

For purposes of the Health Flexible Spending Account, a Participant's "Child" includes his/her natural child, stepchild, foster child, adopted child, or a child placed with the Participant for adoption. A Participant's Child will be an eligible Dependent until reaching the limiting age of 26, without regard to student status, marital status, financial dependency or residency status with the Employee or any other person. When the child reaches the applicable limiting age, coverage will end at the end of the calendar year.

The phrase "placed for adoption" refers to a child whom the Participant intends to adopt, whether or not the adoption has become final, who has not attained the age of 18 as of the date of such placement for adoption. The term "placed" means the assumption and retention by such Employee of a legal obligation for total or partial support of the child in anticipation of adoption of the child. The child must be available for adoption and the legal process must have commenced.

1.8 **"Effective Date"** means January 1, 2007.

1.9 **"Election Period"** means the period immediately preceding the beginning of each Plan Year established by the Administrator, such period to be applied on a uniform and nondiscriminatory basis for all Employees and Participants. However, an Employee's initial Election Period shall be determined pursuant to Section 5.1.

1.10 **"Eligible Employee"** means any Employee who has satisfied the provisions of Section 2.1.

An individual shall not be an "Eligible Employee" if such individual is not reported on the payroll records of the Employer as a common law employee. In particular, it is expressly intended that individuals not treated as common law employees by the Employer on its payroll records are not "Eligible Employees" and are excluded from Plan participation even if a court or administrative agency determines that such individuals are common law employees and not independent contractors.

However, any Employee who is a "part-time" Employee shall not be eligible to participate in this Plan. A "part-time" Employee is any Employee who works, or is expected to work on a regular basis, less than 30 hours a week and is designated as a part-time Employee on the Employer's personnel records.

1.11 **"Employee"** means any person who is employed by the Employer. The term Employee shall include leased employees within the meaning of Code Section 414(n)(2).

1.12 **"Employer"** means Pacific View Charter School and any successor which shall maintain this Plan; and any predecessor which has maintained this Plan. In addition, where appropriate, the term Employer shall include any Participating, Affiliated or Adopting Employer.

1.13 **"Grace Period"** means, with respect to any Plan Year, the 75 day period after the end of such Plan Year, during which Medical Expenses and Employment-Related Dependent Care Expenses incurred by a Participant will be deemed to have been incurred during such Plan Year.

1.14 **"Insurance Contract"** means any contract issued by an Insurer underwriting a Benefit.

1.15 **"Insurance Premium Payment Plan"** means the plan of benefits contained in Section 4.1 of this Plan, which provides for the payment of Premium Expenses.

1.16 **"Insurer"** means any insurance company that underwrites a Benefit under this Plan.

1.17 **"Key Employee"** means an Employee described in Code Section 416(i)(1) and the Treasury regulations thereunder.

1.18 **"Participant"** means any Eligible Employee who elects to become a Participant pursuant to Section 2.3 and has not for any reason become ineligible to participate further in the Plan.

1.19 **"Plan"** means this instrument, including all amendments thereto.

1.20 **"Plan Year"** means the 12-month period beginning January 1st and ending December 31st. The Plan Year shall be the coverage period for the Benefits provided for under this Plan. In the event a Participant commences participation during a Plan Year, then the initial coverage period shall be that portion of the Plan Year commencing on such Participant's date of entry and ending on the last day of such Plan Year.

1.21 **"Premium Expenses" or "Premiums"** mean the Participant's cost for the Benefits described in Section 4.1.

1.22 **"Premium Expense Reimbursement Account"** means the account established for a Participant pursuant to this Plan to which part of his Cafeteria Plan Benefit Dollars may be allocated and from which Premiums of the Participant shall be paid or reimbursed. If more than one type of insured Benefit is elected, sub-accounts shall be established for each type of insured Benefit.

1.23 **"Salary Redirection"** means the contributions made by the Employer on behalf of Participants pursuant to Section 3.1. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V.

1.24 **"Salary Redirection Agreement"** means an agreement between the Participant and the Employer under which the Participant agrees to reduce his Compensation or to forego all or part of the increases in such Compensation and to have such amounts contributed by the Employer to the Plan on the Participant's behalf. The Salary Redirection Agreement shall apply only to Compensation that has not been actually or constructively received by the Participant as of the date of the agreement (after taking this Plan and Code Section 125 into account) and, subsequently does not become currently available to the Participant.

1.25 **"Spouse"** means spouse as determined under Federal law.

ARTICLE II PARTICIPATION

2.1 ELIGIBILITY

Any Eligible Employee shall be eligible to participate hereunder as of his date of employment (or the Effective Date of the Plan, if later). However, any Eligible Employee who was a Participant in the Plan on the effective date of this amendment shall continue to be eligible to participate in the Plan.

2.2 EFFECTIVE DATE OF PARTICIPATION

An Eligible Employee shall become a Participant effective as of the first day of the month coinciding with or next following the date on which he met the eligibility requirements of Section 2.1.

2.3 APPLICATION TO PARTICIPATE

An Employee who is eligible to participate in this Plan shall, during the applicable Election Period, complete an application to participate in a manner set forth by the Administrator. The election shall be irrevocable until the end of the applicable Plan Year unless the Participant is entitled to change his Benefit elections pursuant to Section 5.4 hereof.

An Eligible Employee shall also be required to complete a Salary Redirection Agreement during the Election Period for the Plan Year during which he wishes to participate in this Plan. Any such Salary Redirection Agreement shall be effective for the first pay period beginning on or after the Employee's effective date of participation pursuant to Section 2.2.

Notwithstanding the foregoing, an Employee who is eligible to participate in this Plan and who is covered by the Employer's insured Benefits under this Plan shall automatically become a Participant to the extent of the Premiums for such insurance unless the Employee elects, during the Election Period, not to participate in the Plan.

2.4 TERMINATION OF PARTICIPATION

A Participant shall no longer participate in this Plan upon the occurrence of any of the following events:

- (a) **Termination of employment.** The Participant's termination of employment, subject to the provisions of Section 2.6;
- (b) **Change in employment status.** The end of the Plan Year during which the Participant became a limited Participant because of a change in employment status pursuant to Section 2.5;
- (c) **Death.** The Participant's death, subject to the provisions of Section 2.7; or
- (d) **Termination of the plan.** The termination of this Plan, subject to the provisions of Section 10.2.

2.5 CHANGE OF EMPLOYMENT STATUS

If a Participant ceases to be eligible to participate because of a change in employment status or classification (other than through termination of employment), the Participant shall become a limited Participant in this Plan for the remainder of the Plan Year in which such change of employment status occurs. As a limited Participant, no further Salary Redirection may be made on behalf of the Participant, and, except as otherwise provided herein, all further Benefit elections shall cease, subject to the limited Participant's right to continue coverage under any Insurance Contracts. However, any balances in the limited Participant's Dependent Care Flexible Spending Account may be used during such Plan Year to reimburse the limited Participant for any allowable Employment-Related Dependent Care incurred during the Plan Year. Subject to the provisions of Section 2.6, if the limited Participant later becomes an Eligible Employee, then the limited Participant may again become a full Participant in this Plan, provided he otherwise satisfies the participation requirements set forth in this Article II as if he were a new Employee and made an election in accordance with Section 5.1.

2.6 TERMINATION OF EMPLOYMENT

If a Participant's employment with the Employer is terminated for any reason other than death, his participation in the Benefit Options provided under Section 4.1 shall be governed in accordance with the following:

- (a) **Insurance Benefit.** With regard to Benefits which are insured, the Participant's participation in the Plan shall cease, subject to the Participant's right to continue coverage under any Insurance Contract for which premiums have already been paid.
- (b) **Dependent Care FSA.** With regard to the Dependent Care Flexible Spending Account, the Participant's participation in the Plan shall cease and no further Salary Redirection contributions shall be made. However, such Participant may submit claims for employment related Dependent Care Expense reimbursements for claims incurred through the remainder of the Plan Year in which such termination occurs and submitted within 90 days after the end of the Plan Year, based on the level of the Participant's Dependent Care Flexible Spending Account as of the date of termination.
- (c) **COBRA applicability.** With regard to the Health Flexible Spending Account, the Participant may submit claims for expenses that were incurred during the portion of the Plan Year before the end of the period for which payments to the Health Flexible Spending Account have already been made. Thereafter, the health benefits under this Plan including the Health Flexible Spending Account shall be applied and administered consistent with such further rights a Participant and his Dependents may be entitled to pursuant to Code Section 4980B and Section 11.14 of the Plan.

2.7 DEATH

If a Participant dies, his participation in the Plan shall cease. However, such Participant's spouse or Dependents may submit claims for expenses or benefits for the remainder of the Plan Year or until the Cafeteria Plan Benefit Dollars allocated to each specific benefit are exhausted. In no event may reimbursements be paid to someone who is not a spouse or Dependent. If the Plan is subject to the provisions of Code Section 4980B, then those provisions and related regulations shall apply for purposes of the Health Flexible Spending Account.

ARTICLE III CONTRIBUTIONS TO THE PLAN

3.1 SALARY REDIRECTION

Benefits under the Plan shall be financed by Salary Redirections sufficient to support Benefits that a Participant has elected hereunder and to pay the Participant's Premium Expenses. The salary administration program of the Employer shall be revised to allow each Participant to agree to reduce his pay during a Plan Year by an amount determined necessary to purchase the elected Benefit Options. The amount of such Salary Redirection shall be specified in the Salary Redirection Agreement and shall be applicable for a Plan Year. Notwithstanding the above, for new Participants, the Salary Redirection Agreement shall only be applicable from the first day of the pay period following the Employee's entry date up to and including the last day of the Plan Year. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article IV.

Any Salary Redirection shall be determined prior to the beginning of a Plan Year (subject to initial elections pursuant to Section 5.1) and prior to the end of the Election Period and shall be irrevocable for such Plan Year. However, a Participant may revoke a Benefit election or a Salary Redirection Agreement after the Plan Year has commenced and make a new election with respect to the remainder of the Plan Year, if both the revocation and the new election are on account of and consistent with a change in status and such other permitted events as determined under Article V of the Plan and consistent with the rules and regulations of the Department of the Treasury. Salary Redirection amounts shall be contributed on a pro rata basis for each pay period during the Plan Year. All individual Salary Redirection Agreements are deemed to be part of this Plan and incorporated by reference hereunder.

3.2 APPLICATION OF CONTRIBUTIONS

As soon as reasonably practical after each payroll period, the Employer shall apply the Salary Redirection to provide the Benefits elected by the affected Participants. Any contribution made or withheld for the Health Flexible Spending Account or Dependent Care Flexible Spending Account shall be credited to such fund or account. Amounts designated for the Participant's Premium Expense Reimbursement Account shall likewise be credited to such account for the purpose of paying Premium Expenses.

3.3 PERIODIC CONTRIBUTIONS

Notwithstanding the requirement provided above and in other Articles of this Plan that Salary Redirections be contributed to the Plan by the Employer on behalf of an Employee on a level and pro rata basis for each payroll period, the Employer and Administrator may implement a procedure in which Salary Redirections are contributed throughout the Plan Year on a periodic basis that is not pro rata for each payroll period. However, with regard to the Health Flexible Spending Account, the payment schedule for the required contributions may not be based on the rate or amount of reimbursements during the Plan Year.

ARTICLE IV BENEFITS

4.1 BENEFIT OPTIONS

Each Participant may elect any one or more of the following optional Benefits:

- (1) Health Flexible Spending Account
- (2) Dependent Care Flexible Spending Account

In addition, each Participant shall have a sufficient portion of his Salary Redirections applied to the following Benefits unless the Participant elects not to receive such Benefits:

- (3) Health Insurance Benefit
- (4) Dental Insurance Benefit
- (5) Vision Insurance Benefit

4.2 HEALTH FLEXIBLE SPENDING ACCOUNT BENEFIT

Each Participant may elect to participate in the Health Flexible Spending Account option, in which case Article VI shall apply.

4.3 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT BENEFIT

Each Participant may elect to participate in the Dependent Care Flexible Spending Account option, in which case Article VII shall apply.

4.4 HEALTH INSURANCE BENEFIT

- (a) **Coverage for Participant and Dependents.** Each Participant may elect to be covered under a health Insurance Contract for the Participant, his or her Spouse, and his or her Dependents.

(b) **Employer selects contracts.** The Employer may select suitable health Insurance Contracts for use in providing this health insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such health Insurance Contract shall be determined therefrom, and such Insurance Contract shall be incorporated herein by reference.

4.5 DENTAL INSURANCE BENEFIT

(a) **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's dental Insurance Contract. In addition, the Participant may elect either individual or family coverage under such Insurance Contract.

(b) **Employer selects contracts.** The Employer may select suitable dental Insurance Contracts for use in providing this dental insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such dental Insurance Contract shall be determined therefrom, and such dental Insurance Contract shall be incorporated herein by reference.

4.6 VISION INSURANCE BENEFIT

(a) **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's vision Insurance Contract. In addition, the Participant may elect either individual or family coverage.

(b) **Employer selects contracts.** The Employer may select suitable vision Insurance Contracts for use in providing this vision insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such vision Insurance Contract shall be determined therefrom, and such vision Insurance Contract shall be incorporated herein by reference.

4.7 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Plan to provide benefits to a classification of employees which the Secretary of the Treasury finds not to be discriminatory in favor of the group in whose favor discrimination may not occur under Code Section 125.

(b) **25% concentration test.** It is the intent of this Plan not to provide qualified benefits as defined under Code Section 125 to Key Employees in amounts that exceed 25% of the aggregate of such Benefits provided for all Eligible Employees under the Plan. For purposes of the preceding sentence, qualified benefits shall not include benefits which (without regard to this paragraph) are includible in gross income.

(c) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to Key Employees or a group of employees in whose favor discrimination may not occur in violation of Code Section 125, it may, but shall not be required to, reduce contributions or non-taxable Benefits in order to assure compliance with the Code and regulations. Any act taken by the Administrator shall be carried out in a uniform and nondiscriminatory manner. With respect to any affected Participant who has had Benefits reduced pursuant to this Section, the reduction shall be made proportionately among Health Flexible Spending Account Benefits and Dependent Care Flexible Spending Account Benefits, and once all these Benefits are expended, proportionately among insured Benefits. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and deposited into the benefit plan surplus.

ARTICLE V PARTICIPANT ELECTIONS

5.1 INITIAL ELECTIONS

An Employee who meets the eligibility requirements of Section 2.1 on the first day of, or during, a Plan Year may elect to participate in this Plan for all or the remainder of such Plan Year, provided he elects to do so on or before his effective date of participation pursuant to Section 2.2.

Notwithstanding the foregoing, an Employee who is eligible to participate in this Plan and who is covered by the Employer's insured benefits under this Plan shall automatically become a Participant to the extent of the Premiums for such insurance unless the Employee elects, during the Election Period, not to participate in the Plan.

5.2 SUBSEQUENT ANNUAL ELECTIONS

During the Election Period prior to each subsequent Plan Year, each Participant shall be given the opportunity to elect, on an election of benefits form to be provided by the Administrator, which spending account Benefit options he wishes to select.

Any such election shall be effective for any Benefit expenses incurred during the Plan Year which follows the end of the Election Period. With regard to subsequent annual elections, the following options shall apply:

- (a) A Participant or Employee who failed to initially elect to participate may elect different or new Benefits under the Plan during the Election Period;
- (b) A Participant may terminate his participation in the Plan by notifying the Administrator in writing during the Election Period that he does not want to participate in the Plan for the next Plan Year;
- (c) An Employee who elects not to participate for the Plan Year following the Election Period will have to wait until the next Election Period before again electing to participate in the Plan, except as provided for in Section 5.4.

5.3 FAILURE TO ELECT

With regard to Benefits available under the Plan for which no Premium Expenses apply, any Participant who fails to complete a new benefit election form pursuant to Section 5.2 by the end of the applicable Election Period shall be deemed to have elected not to participate in the Plan for the upcoming Plan Year. No further Salary Redirections shall therefore be authorized or made for the subsequent Plan Year for such Benefits.

With regard to Benefits available under the Plan for which Premium Expenses apply, any Participant who fails to complete a new benefit election form pursuant to Section 5.2 by the end of the applicable Election Period shall be deemed to have made the same Benefit elections as are then in effect for the current Plan Year. The Participant shall also be deemed to have elected Salary Redirection in an amount necessary to purchase such Benefit options.

5.4 CHANGE IN STATUS

(a) **Change in status defined.** Any Participant may change a Benefit election after the Plan Year (to which such election relates) has commenced and make new elections with respect to the remainder of such Plan Year if, under the facts and circumstances, the changes are necessitated by and are consistent with a change in status which is acceptable under rules and regulations adopted by the Department of the Treasury, the provisions of which are incorporated by reference. Notwithstanding anything herein to the contrary, if the rules and regulations conflict, then such rules and regulations shall control.

In general, a change in election is not consistent if the change in status is the Participant's divorce, annulment or legal separation from a Spouse, the death of a Spouse or Dependent, or a Dependent ceasing to satisfy the eligibility requirements for coverage, and the Participant's election under the Plan is to cancel accident or health insurance coverage for any individual other than the one involved in such event. In addition, if the Participant, Spouse or Dependent gains or loses eligibility for coverage, then a Participant's election under the Plan to cease or decrease coverage for that individual under the Plan corresponds with that change in status only if coverage for that individual becomes applicable or is increased under the family member plan.

Regardless of the consistency requirement, if the individual, the individual's Spouse, or Dependent becomes eligible for continuation coverage under the Employer's group health plan as provided in Code Section 4980B or any similar state law, then the individual may elect to increase payments under this Plan in order to pay for the continuation coverage. However, this does not apply for COBRA eligibility due to divorce, annulment or legal separation.

Any new election shall be effective at such time as the Administrator shall prescribe, but not earlier than the first pay period beginning after the election form is completed and returned to the Administrator. For the purposes of this subsection, a change in status shall only include the following events or other events permitted by Treasury regulations:

- (1) **Legal Marital Status:** events that change a Participant's legal marital status, including marriage, divorce, death of a Spouse, legal separation or annulment;
- (2) **Number of Dependents:** Events that change a Participant's number of Dependents, including birth, adoption, placement for adoption, or death of a Dependent;
- (3) **Employment Status:** Any of the following events that change the employment status of the Participant, Spouse, or Dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, or a change in worksite. In addition, if the eligibility conditions of this Plan or other employee benefit plan of the Employer of the Participant, Spouse, or Dependent depend on the employment status of that individual and there is a change in that individual's employment status with the consequence that the individual becomes (or ceases to be) eligible under the plan, then that change constitutes a change in employment under this subsection;
- (4) **Dependent satisfies or ceases to satisfy the eligibility requirements:** An event that causes the Participant's Dependent to satisfy or cease to satisfy the requirements for coverage due to attainment of age, student status, or any similar circumstance; and
- (5) **Residency:** A change in the place of residence of the Participant, Spouse or Dependent, that would lead to a change in status (such as a loss of HMO coverage).

For the Dependent Care Flexible Spending Account, a Dependent becoming or ceasing to be a "Qualifying Dependent" as defined under Code Section 21(b) shall also qualify as a change in status.

Notwithstanding anything in this Section to the contrary, the gain of eligibility or change in eligibility of a child, as allowed under Code Sections 105(b) and 106, and guidance thereunder, shall qualify as a change in status.

(b) **Special enrollment rights.** Notwithstanding subsection (a), the Participants may change an election for group health coverage during a Plan Year and make a new election that corresponds with the special enrollment rights provided in Code Section 9801(f), including those authorized under the provisions of the Children's Health Insurance Program Reauthorization Act of 2009 (CHIP); provided that such Participant meets the sixty (60) day notice requirement imposed by Code Section 9801(f) (or such longer period as may be permitted by the Plan and communicated to Participants). Such change shall take place on a prospective basis, unless otherwise required by Code Section 9801(f) to be retroactive.

(c) **Qualified Medical Support Order.** Notwithstanding subsection (a), in the event of a judgment, decree, or order (including approval of a property settlement) ("order") resulting from a divorce, legal separation, annulment, or change in legal custody which requires accident or health coverage for a Participant's child (including a foster child who is a Dependent of the Participant):

(1) The Plan may change an election to provide coverage for the child if the order requires coverage under the Participant's plan; or

(2) The Participant shall be permitted to change an election to cancel coverage for the child if the order requires the former Spouse to provide coverage for such child, under that individual's plan and such coverage is actually provided.

(d) **Medicare or Medicaid.** Notwithstanding subsection (a), a Participant may change elections to cancel or reduce accident or health coverage for the Participant or the Participant's Spouse or Dependent if the Participant or the Participant's Spouse or Dependent is enrolled in the accident or health coverage of the Employer and becomes entitled to coverage (i.e., enrolled) under Part A or Part B of the Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under Section 1928 of the Social Security Act (the program for distribution of pediatric vaccines). If the Participant or the Participant's Spouse or Dependent who has been entitled to Medicaid or Medicare coverage loses eligibility, that individual may prospectively elect coverage under the Plan if a benefit package option under the Plan provides similar coverage.

(e) **Cost increase or decrease.** If the cost of a Benefit provided under the Plan increases or decreases during a Plan Year, then the Plan shall automatically increase or decrease, as the case may be, the Salary Redirections of all affected Participants for such Benefit. Alternatively, if the cost of a benefit package option increases significantly, the Administrator shall permit the affected Participants to either make corresponding changes in their payments or revoke their elections and, in lieu thereof, receive on a prospective basis coverage under another benefit package option with similar coverage, or drop coverage prospectively if there is no benefit package option with similar coverage.

A cost increase or decrease refers to an increase or decrease in the amount of elective contributions under the Plan, whether resulting from an action taken by the Participants or an action taken by the Employer.

(f) **Loss of coverage.** If the coverage under a Benefit is significantly curtailed or ceases during a Plan Year, affected Participants may revoke their elections of such Benefit and, in lieu thereof, elect to receive on a prospective basis coverage under another plan with similar coverage, or drop coverage prospectively if no similar coverage is offered.

(g) **Addition of a new benefit.** If, during the period of coverage, a new benefit package option or other coverage option is added, an existing benefit package option is significantly improved, or an existing benefit package option or other coverage option is eliminated, then the affected Participants may elect the newly-added option, or elect another option if an option has been eliminated prospectively and make corresponding election changes with respect to other benefit package options providing similar coverage. In addition, those Eligible Employees who are not participating in the Plan may opt to become Participants and elect the new or newly improved benefit package option.

(h) **Loss of coverage under certain other plans.** A Participant may make a prospective election change to add group health coverage for the Participant, the Participant's Spouse or Dependent if such individual loses group health coverage sponsored by a governmental or educational institution, including a state children's health insurance program under the Social Security Act, the Indian Health Service or a health program offered by an Indian tribal government, a state health benefits risk pool, or a foreign government group health plan.

(i) **Change of coverage due to change under certain other plans.** A Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of a Spouse's, former Spouse's or Dependent's employer if (1) the cafeteria plan or other benefits plan of the Spouse's, former Spouse's or Dependent's employer permits its participants to make a change; or (2) the cafeteria plan permits participants to make an election for a period of coverage that is different from the period of coverage under the cafeteria plan of a Spouse's, former Spouse's or Dependent's employer.

(j) **Change in dependent care provider.** A Participant may make a prospective election change that is on account of and corresponds with a change by the Participant in the dependent care provider. The availability of dependent care services from a new childcare provider is similar to a new benefit package option becoming available.

A cost change is allowable in the Dependent Care Flexible Spending Account only if the cost change is imposed by a dependent care provider who is not related to the Participant, as defined in Code Section 152(a)(1) through (8).

(k) **Health FSA cannot change due to insurance change.** A Participant shall not be permitted to change an election to the Health Flexible Spending Account as a result of a cost or coverage change under any health insurance benefits.

ARTICLE VI HEALTH FLEXIBLE SPENDING ACCOUNT

6.1 ESTABLISHMENT OF PLAN

This Health Flexible Spending Account is intended to qualify as a medical reimbursement plan under Code Section 105 and shall be interpreted in a manner consistent with such Code Section and the Treasury regulations thereunder. Participants who elect to participate in this Health Flexible Spending Account may submit claims for the reimbursement of Medical Expenses. All amounts reimbursed shall be periodically paid from amounts allocated to the Health Flexible Spending Account. Periodic payments reimbursing Participants from the Health Flexible Spending Account shall in no event occur less frequently than monthly.

6.2 DEFINITIONS

For the purposes of this Article and the Cafeteria Plan, the terms below have the following meaning:

(a) **"Health Flexible Spending Account"** means the account established for Participants pursuant to this Plan to which part of their Cafeteria Plan Benefit Dollars may be allocated and from which all allowable Medical Expenses incurred by a Participant, his or her Spouse and his or her Dependents may be reimbursed.

(b) **"Highly Compensated Participant"** means, for the purposes of this Article and determining discrimination under Code Section 105(h), a participant who is:

- (1) one of the 5 highest paid officers;
- (2) a shareholder who owns (or is considered to own applying the rules of Code Section 318) more than 10 percent in value of the stock of the Employer; or
- (3) among the highest paid 25 percent of all Employees (other than exclusions permitted by Code Section 105(h)(3)(B) for those individuals who are not Participants).

(c) **"Medical Expenses"** means any expense for medical care within the meaning of the term "medical care" as defined in Code Section 213(d) and the rulings and Treasury regulations thereunder, and not otherwise used by the Participant as a deduction in determining his tax liability under the Code. "Medical Expenses" can be incurred by the Participant, his or her Spouse and his or her Dependents. "Incurred" means, with regard to Medical Expenses, when the Participant is provided with the medical care that gives rise to the Medical Expense and not when the Participant is formally billed or charged for, or pays for, the medical care.

A Participant may not be reimbursed for the cost of other health coverage such as premiums paid under plans maintained by the employer of the Participant's Spouse or individual policies maintained by the Participant or his Spouse or Dependent.

A Participant may not be reimbursed for "qualified long-term care services" as defined in Code Section 7702B(c).

(d) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Health Flexible Spending Account.

6.3 FORFEITURES

The amount in the Health Flexible Spending Account as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to Section 6.7 hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason, subject to Section 8.2.

6.4 LIMITATION ON ALLOCATIONS

(a) Notwithstanding any provision contained in this Health Flexible Spending Account to the contrary, the maximum amount of salary reductions that may be allocated to the Health Flexible Spending Account by a Participant in or on account of any Plan Year is the statutory amount under Code Section 125(i), as adjusted for increases in the cost of living. The cost of living adjustment in effect for a calendar year applies to any Plan Year beginning with or within such calendar year. The dollar increase in effect on January 1 of any calendar year shall be effective for the Plan Year beginning with or within such calendar year. For any short Plan Year, the limit shall be an amount equal to the limit for the calendar year in which the Plan Year begins multiplied by the ratio obtained by dividing the number of full months in the short Plan Year by twelve (12).

(b) **Participation in Other Plans.** All employers that are treated as a single employer under Code Sections 414(b), (c), or (m), relating to controlled groups and affiliated service groups, are treated as a single employer for purposes of the statutory limit. If a Participant participates in multiple cafeteria plans offering health flexible spending accounts maintained by members of a controlled group or affiliated service group, the Participant's total Health Flexible Spending Account contributions under all of the cafeteria plans are limited to the statutory limit (as adjusted). However, a Participant employed by two or more employers that are not members of the same controlled group may elect up to the statutory limit (as adjusted) under each Employer's Health Flexible Spending Account.

(c) **Grace Period.** Payment of expenses from a previous year in the first months of the next Plan Year, the limit above applies to the Plan Year including the Grace Period. Amounts carried into the next Plan Year as part of the Grace Period shall not affect the limit for that next Plan Year.

6.5 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Health Flexible Spending Account not to discriminate in violation of the Code and the Treasury regulations thereunder.

(b) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination under this Health Flexible Spending Account, it may, but shall not be required to, reject any elections or reduce contributions or Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any elections or reduce contributions or Benefits, it shall be done in the following manner. First, the Benefits designated for the Health Flexible Spending Account by the member of the group in whose favor discrimination may not occur pursuant to Code Section 105 that elected to contribute the highest amount to the fund for the Plan Year shall be reduced until the nondiscrimination tests set forth in this Section or the Code are satisfied, or until the amount designated for the fund equals the amount designated for the fund by the next member of the group in whose favor discrimination may not occur pursuant to Code Section 105 who has elected the second highest contribution to the Health Flexible Spending Account for the Plan Year. This process shall continue until the nondiscrimination tests set forth in this Section or the Code are satisfied. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and credited to the benefit plan surplus.

6.6 COORDINATION WITH CAFETERIA PLAN

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Health Flexible Spending Account. The enrollment under the Cafeteria Plan shall constitute enrollment under this Health Flexible Spending Account. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

6.7 HEALTH FLEXIBLE SPENDING ACCOUNT CLAIMS

(a) **Expenses must be incurred during Plan Year.** All Medical Expenses incurred by a Participant, his or her Spouse and his or her Dependents during the Plan Year including the Grace Period shall be reimbursed during the Plan Year subject to Section 2.6, even though the submission of such a claim occurs after his participation hereunder ceases; but provided that the Medical Expenses were incurred during the applicable Plan Year. Medical Expenses are treated as having been incurred when the Participant is provided with the medical care that gives rise to the medical expenses, not when the Participant is formally billed or charged for, or pays for the medical care.

(b) **Reimbursement available throughout Plan Year.** The Administrator shall direct the reimbursement to each eligible Participant for all allowable Medical Expenses, up to a maximum of the amount designated by the Participant for the Health Flexible Spending Account for the Plan Year. Reimbursements shall be made available to the Participant throughout the year without regard to the level of Cafeteria Plan Benefit Dollars which have been allocated to the fund at any given point in time. Furthermore, a Participant shall be entitled to reimbursements only for amounts in excess of any payments or other reimbursements under any health care plan covering the Participant and/or his Spouse or Dependents.

(c) **Payments.** Reimbursement payments under this Plan shall be made directly to the Participant. However, in the Administrator's discretion, payments may be made directly to the service provider. The application for payment or reimbursement shall be made to the Administrator on an acceptable form within a reasonable time of incurring the debt or paying for the service. The application shall include a written statement from an independent third party stating that the Medical Expense has been incurred and the amount of such expense. Furthermore, the Participant shall provide a written statement that the Medical Expense has not been reimbursed or is not reimbursable under any other health plan coverage and, if reimbursed from the Health Flexible Spending Account, such amount will not be claimed as a tax deduction. The Administrator shall retain a file of all such applications.

(d) **Grace Period.** Notwithstanding anything in this Section to the contrary, Medical Expenses incurred during the Grace Period, up to the remaining account balance, shall also be deemed to have been incurred during the Plan Year to which the Grace Period relates.

(e) **Claims for reimbursement.** Claims for the reimbursement of Medical Expenses incurred in any Plan Year shall be paid as soon after a claim has been filed as is administratively practicable; provided however, that if a Participant fails to submit a claim within 90 days after the end of the Plan Year, those Medical Expense claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for the reimbursement of Medical Expenses must be submitted within 90 days after termination of employment.

6.8 DEBIT AND CREDIT CARDS (if applicable)

Participants may, subject to a procedure established by the Administrator and applied in a uniform nondiscriminatory manner, use debit and/or credit (stored value) cards ("cards") provided by the Administrator and the Plan for payment of Medical Expenses, subject to the following terms:

- (a) **Card only for medical expenses.** Each Participant issued a card shall certify that such card shall only be used for Medical Expenses. The Participant shall also certify that any Medical Expense paid with the card has not already been reimbursed by any other plan covering health benefits and that the Participant will not seek reimbursement from any other plan covering health benefits.
- (b) **Card issuance.** Such card shall be issued upon the Participant's Effective Date of Participation and reissued for each Plan Year the Participant remains a Participant in the Health Flexible Spending Account. Such card shall be automatically cancelled upon the Participant's death or termination of employment, or if such Participant has a change in status that results in the Participant's withdrawal from the Health Flexible Spending Account.
- (c) **Maximum dollar amount available.** The dollar amount of coverage available on the card shall be the amount elected by the Participant for the Plan Year. The maximum dollar amount of coverage available shall be the maximum amount for the Plan Year as set forth in Section 6.4.
- (d) **Only available for use with certain service providers.** The cards shall only be accepted by such merchants and service providers as have been approved by the Administrator following IRS guidelines.
- (e) **Card use.** The cards shall only be used for Medical Expense purchases at these providers, including, but not limited to, the following:
 - (1) Co-payments for doctor and other medical care;
 - (2) Purchase of drugs as allowed under law or IRS regulations;
 - (3) Purchase of medical items such as eyeglasses, syringes, crutches, etc.
- (f) **Substantiation.** Such purchases by the cards shall be subject to substantiation by the Administrator, usually by submission of a receipt from a service provider describing the service, the date and the amount. The Administrator shall also follow the requirements set forth in Revenue Ruling 2003-43 and Notice 2006-69. All charges shall be conditional pending confirmation and substantiation.
- (g) **Correction methods.** If such purchase is later determined by the Administrator to not qualify as a Medical Expense, the Administrator, in its discretion, shall use one of the following correction methods to make the Plan whole. Until the amount is repaid, the Administrator shall take further action to ensure that further violations of the terms of the card do not occur, up to and including denial of access to the card.
 - (1) Repayment of the improper amount by the Participant;
 - (2) Withholding the improper payment from the Participant's wages or other compensation to the extent consistent with applicable federal or state law;
 - (3) Claims substitution or offset of future claims until the amount is repaid; and
 - (4) if subsections (1) through (3) fail to recover the amount, consistent with the Employer's business practices, the Employer may treat the amount as any other business indebtedness.

ARTICLE VII DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT

7.1 ESTABLISHMENT OF ACCOUNT

This Dependent Care Flexible Spending Account is intended to qualify as a program under Code Section 129 and shall be interpreted in a manner consistent with such Code Section. Participants who elect to participate in this program may submit claims for the reimbursement of Employment-Related Dependent Care Expenses. All amounts reimbursed shall be paid from amounts allocated to the Participant's Dependent Care Flexible Spending Account.

7.2 DEFINITIONS

For the purposes of this Article and the Cafeteria Plan the terms below shall have the following meaning:

- (a) **"Dependent Care Flexible Spending Account"** means the account established for a Participant pursuant to this Article to which part of his Cafeteria Plan Benefit Dollars may be allocated and from which Employment-Related Dependent Care Expenses of the Participant may be reimbursed for the care of the Qualifying Dependents of Participants.

(b) **"Earned Income"** means earned income as defined under Code Section 32(c)(2), but excluding such amounts paid or incurred by the Employer for dependent care assistance to the Participant.

(c) **"Employment-Related Dependent Care Expenses"** means the amounts paid for expenses of a Participant for those services which if paid by the Participant would be considered employment related expenses under Code Section 21(b)(2). Generally, they shall include expenses for household services and for the care of a Qualifying Dependent, to the extent that such expenses are incurred to enable the Participant to be gainfully employed for any period for which there are one or more Qualifying Dependents with respect to such Participant. Employment-Related Dependent Care Expenses are treated as having been incurred when the Participant's Qualifying Dependents are provided with the dependent care that gives rise to the Employment-Related Dependent Care Expenses, not when the Participant is formally billed or charged for, or pays for the dependent care. The determination of whether an amount qualifies as an Employment-Related Dependent Care Expense shall be made subject to the following rules:

(1) If such amounts are paid for expenses incurred outside the Participant's household, they shall constitute Employment-Related Dependent Care Expenses only if incurred for a Qualifying Dependent as defined in Section 7.2(d)(1) (or deemed to be, as described in Section 7.2(d)(1) pursuant to Section 7.2(d)(3)), or for a Qualifying Dependent as defined in Section 7.2(d)(2) (or deemed to be, as described in Section 7.2(d)(2) pursuant to Section 7.2(d)(3)) who regularly spends at least 8 hours per day in the Participant's household;

(2) If the expense is incurred outside the Participant's home at a facility that provides care for a fee, payment, or grant for more than 6 individuals who do not regularly reside at the facility, the facility must comply with all applicable state and local laws and regulations, including licensing requirements, if any; and

(3) Employment-Related Dependent Care Expenses of a Participant shall not include amounts paid or incurred to a child of such Participant who is under the age of 19 or to an individual who is a Dependent of such Participant or such Participant's Spouse.

(d) **"Qualifying Dependent"** means, for Dependent Care Flexible Spending Account purposes,

(1) a Participant's Dependent (as defined in Code Section 152(a)(1)) who has not attained age 13;

(2) a Dependent or the Spouse of a Participant who is physically or mentally incapable of caring for himself or herself and has the same principal place of abode as the Participant for more than one-half of such taxable year; or

(3) a child that is deemed to be a Qualifying Dependent described in paragraph (1) or (2) above, whichever is appropriate, pursuant to Code Section 21(e)(5).

(e) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Dependent Care Flexible Spending Account.

7.3 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

The Administrator shall establish a Dependent Care Flexible Spending Account for each Participant who elects to apply Cafeteria Plan Benefit Dollars to Dependent Care Flexible Spending Account benefits.

7.4 INCREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

A Participant's Dependent Care Flexible Spending Account shall be increased each pay period by the portion of Cafeteria Plan Benefit Dollars that he has elected to apply toward his Dependent Care Flexible Spending Account pursuant to elections made under Article V hereof.

7.5 DECREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

A Participant's Dependent Care Flexible Spending Account shall be reduced by the amount of any Employment-Related Dependent Care Expense reimbursements paid or incurred on behalf of a Participant pursuant to Section 7.12 hereof.

7.6 ALLOWABLE DEPENDENT CARE REIMBURSEMENT

Subject to limitations contained in Section 7.9 of this Program, and to the extent of the amount contained in the Participant's Dependent Care Flexible Spending Account, a Participant who incurs Employment-Related Dependent Care Expenses shall be entitled to receive from the Employer full reimbursement for the entire amount of such expenses incurred during the Plan Year or portion thereof during which he is a Participant.

7.7 ANNUAL STATEMENT OF BENEFITS

On or before January 31st of each calendar year, the Employer shall furnish to each Employee who was a Participant and received benefits under Section 7.6 during the prior calendar year, a statement of all such benefits paid to or on behalf of such Participant during the prior calendar year. This statement is set forth on the Participant's Form W-2.

7.8 FORFEITURES

The amount in a Participant's Dependent Care Flexible Spending Account as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to Section 7.12 hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason.

7.9 LIMITATION ON PAYMENTS

(a) **Code limits.** Notwithstanding any provision contained in this Article to the contrary, amounts paid from a Participant's Dependent Care Flexible Spending Account in or on account of any taxable year of the Participant shall not exceed the lesser of the Earned Income limitation described in Code Section 129(b) or \$5,000 (\$2,500 if a separate tax return is filed by a Participant who is married as determined under the rules of paragraphs (3) and (4) of Code Section 21(e)).

7.10 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Dependent Care Flexible Spending Account that contributions or benefits not discriminate in favor of the group of employees in whose favor discrimination may not occur under Code Section 129(d).

(b) **25% test for shareholders.** It is the intent of this Dependent Care Flexible Spending Account that not more than 25 percent of the amounts paid by the Employer for dependent care assistance during the Plan Year will be provided for the class of individuals who are shareholders or owners (or their Spouses or Dependents), each of whom (on any day of the Plan Year) owns more than 5 percent of the stock or of the capital or profits interest in the Employer.

(c) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to a group of employees in whose favor discrimination may not occur in violation of Code Section 129 it may, but shall not be required to, reject any elections or reduce contributions or non-taxable benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any elections or reduce contributions or Benefits, it shall be done in the following manner. First, the Benefits designated for the Dependent Care Flexible Spending Account by the affected Participant that elected to contribute the highest amount to such account for the Plan Year shall be reduced until the nondiscrimination tests set forth in this Section are satisfied, or until the amount designated for the account equals the amount designated for the account of the affected Participant who has elected the second highest contribution to the Dependent Care Flexible Spending Account for the Plan Year. This process shall continue until the nondiscrimination tests set forth in this Section are satisfied. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited.

7.11 COORDINATION WITH CAFETERIA PLAN

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Dependent Care Flexible Spending Account. The enrollment and termination of participation under the Cafeteria Plan shall constitute enrollment and termination of participation under this Dependent Care Flexible Spending Account. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

7.12 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT CLAIMS

The Administrator shall direct the payment of all such Dependent Care claims to the Participant upon the presentation to the Administrator of documentation of such expenses in a form satisfactory to the Administrator. However, in the Administrator's discretion, payments may be made directly to the service provider. In its discretion in administering the Plan, the Administrator may utilize forms and require documentation of costs as may be necessary to verify the claims submitted. At a minimum, the form shall include a statement from an independent third party as proof that the expense has been incurred during the Plan Year including the Grace Period and the amount of such expense. In addition, the Administrator may require that each Participant who desires to receive reimbursement under this Program for Employment-Related Dependent Care Expenses submit a statement which may contain some or all of the following information:

- (a) The Dependent or Dependents for whom the services were performed;
- (b) The nature of the services performed for the Participant, the cost of which he wishes reimbursement;
- (c) The relationship, if any, of the person performing the services to the Participant;
- (d) If the services are being performed by a child of the Participant, the age of the child;
- (e) A statement as to where the services were performed;
- (f) If any of the services were performed outside the home, a statement as to whether the Dependent for whom such services were performed spends at least 8 hours a day in the Participant's household;
- (g) If the services were being performed in a day care center, a statement:
- (1) that the day care center complies with all applicable laws and regulations of the state of residence,

- (2) that the day care center provides care for more than 6 individuals (other than individuals residing at the center), and
- (3) of the amount of fee paid to the provider.
- (h) If the Participant is married, a statement containing the following:
 - (1) the Spouse's salary or wages if he or she is employed, or
 - (2) if the Participant's Spouse is not employed, that
 - (i) he or she is incapacitated, or
 - (ii) he or she is a full-time student attending an educational institution and the months during the year which he or she attended such institution.
- (i) **Grace Period.** Notwithstanding anything in this Section to the contrary, Employment-Related Dependent Care Expenses incurred during the Grace Period, up to the remaining account balance, shall also be deemed to have been incurred during the Plan Year to which the Grace Period relates.
- (j) **Claims for reimbursement.** If a Participant fails to submit a claim within 90 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator.

ARTICLE VIII BENEFITS AND RIGHTS

8.1 CLAIM FOR BENEFITS

- (a) **Insurance claims.** Any claim for Benefits underwritten by Insurance Contract(s) shall be made to the Insurer. If the Insurer denies any claim, the Participant or beneficiary shall follow the Insurer's claims review procedure.
- (b) **Dependent Care Flexible Spending Account or Health Flexible Spending Account claims.** Any claim for Dependent Care Flexible Spending Account or Health Flexible Spending Account Benefits shall be made to the Administrator. For the Health Flexible Spending Account, if a Participant fails to submit a claim within 90 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for the reimbursement of Medical Expenses must be submitted within 90 days after termination of employment. For the Dependent Care Flexible Spending Account, if a Participant fails to submit a claim within 90 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator. If the Administrator denies a claim, the Administrator may provide notice to the Participant or beneficiary, in writing, within 90 days after the claim is filed unless special circumstances require an extension of time for processing the claim. The notice of a denial of a claim shall be written in a manner calculated to be understood by the claimant and shall set forth:
 - (1) specific references to the pertinent Plan provisions on which the denial is based;
 - (2) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation as to why such information is necessary; and
 - (3) an explanation of the Plan's claim procedure.
- (c) **Appeal.** Within 60 days after receipt of the above material, the claimant shall have a reasonable opportunity to appeal the claim denial to the Administrator for a full and fair review. The claimant or his duly authorized representative may:
 - (1) request a review upon written notice to the Administrator;
 - (2) review pertinent documents; and
 - (3) submit issues and comments in writing.
- (d) **Review of appeal.** A decision on the review by the Administrator will be made not later than 60 days after receipt of a request for review, unless special circumstances require an extension of time for processing (such as the need to hold a hearing), in which event a decision should be rendered as soon as possible, but in no event later than 120 days after such receipt. The decision of the Administrator shall be written and shall include specific reasons for the decision, written in a manner calculated to be understood by the claimant, with specific references to the pertinent Plan provisions on which the decision is based.
- (e) **Forfeitures.** Any balance remaining in the Participant's Health Flexible Spending Account or Dependent Care Flexible Spending Account as of the end of the time for claims reimbursement for each Plan Year and Grace Period (if applicable) shall be forfeited and deposited in the benefit plan surplus of the Employer pursuant to Section 6.3 or Section 7.8, whichever is applicable, unless the Participant had made a claim for such Plan Year, in writing, which has been denied

or is pending; in which event the amount of the claim shall be held in his account until the claim appeal procedures set forth above have been satisfied or the claim is paid. If any such claim is denied on appeal, the amount held beyond the end of the Plan Year shall be forfeited and credited to the benefit plan surplus.

8.2 APPLICATION OF BENEFIT PLAN SURPLUS

Any forfeited amounts credited to the benefit plan surplus by virtue of the failure of a Participant to incur a qualified expense or seek reimbursement in a timely manner may, but need not be, separately accounted for after the close of the Plan Year (or after such further time specified herein for the filing of claims) in which such forfeitures arose. In no event shall such amounts be carried over to reimburse a Participant for expenses incurred during a subsequent Plan Year for the same or any other Benefit available under the Plan; nor shall amounts forfeited by a particular Participant be made available to such Participant in any other form or manner, except as permitted by Treasury regulations. Amounts in the benefit plan surplus shall be used to defray any administrative costs and experience losses or used to provide additional benefits under the Plan.

ARTICLE IX ADMINISTRATION

9.1 PLAN ADMINISTRATION

The Employer shall be the Administrator, unless the Employer elects otherwise. The Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing acceptance in writing (or such other form as acceptable to both parties) with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

If the Employer elects, the Employer shall appoint one or more Administrators. Any person, including, but not limited to, the Employees of the Employer, shall be eligible to serve as an Administrator. Any person so appointed shall signify acceptance by filing acceptance in writing (or such other form as acceptable to both parties) with the Employer. An Administrator may resign by delivering a resignation in writing (or such other form as acceptable to both parties) to the Employer or be removed by the Employer by delivery of notice of removal (in writing or such other form as acceptable to both parties), to take effect at a date specified therein, or upon delivery to the Administrator if no date is specified. The Employer shall be empowered to appoint and remove the Administrator from time to time as it deems necessary for the proper administration of the Plan to ensure that the Plan is being operated for the exclusive benefit of the Employees entitled to participate in the Plan in accordance with the terms of the Plan and the Code.

The operation of the Plan shall be under the supervision of the Administrator. It shall be a principal duty of the Administrator to see that the Plan is carried out in accordance with its terms, and for the exclusive benefit of Employees entitled to participate in the Plan. The Administrator shall have full power and discretion to administer the Plan in all of its details and determine all questions arising in connection with the administration, interpretation, and application of the Plan. The Administrator may establish procedures, correct any defect, supply any information, or reconcile any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan. The Administrator shall have all powers necessary or appropriate to accomplish the Administrator's duties under the Plan. The Administrator shall be charged with the duties of the general administration of the Plan as set forth under the Plan, including, but not limited to, in addition to all other powers provided by this Plan:

- (a) To make and enforce such procedures, rules and regulations as the Administrator deems necessary or proper for the efficient administration of the Plan;
- (b) To interpret the provisions of the Plan, the Administrator's interpretations thereof in good faith to be final and conclusive on all persons claiming benefits by operation of the Plan;
- (c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan and to receive benefits provided by operation of the Plan;
- (d) To reject elections or to limit contributions or Benefits for certain highly compensated participants if it deems such to be desirable in order to avoid discrimination under the Plan in violation of applicable provisions of the Code;
- (e) To provide Employees with a reasonable notification of their benefits available by operation of the Plan and to assist any Participant regarding the Participant's rights, benefits or elections under the Plan;
- (f) To keep and maintain the Plan documents and all other records pertaining to and necessary for the administration of the Plan;
- (g) To review and settle all claims against the Plan, to approve reimbursement requests, and to authorize the payment of benefits if the Administrator determines such shall be paid if the Administrator decides in its discretion that the applicant is entitled to them. This authority specifically permits the Administrator to settle disputed claims for benefits and any other disputed claims made against the Plan;
- (h) To appoint such agents, counsel, accountants, consultants, and other persons or entities as may be required to assist in administering the Plan.

Any procedure, discretionary act, interpretation or construction taken by the Administrator shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the Plan shall continue to comply with the terms of Code Section 125 and the Treasury regulations thereunder.

9.2 EXAMINATION OF RECORDS

The Administrator shall make available to each Participant, Eligible Employee and any other Employee of the Employer such records as pertain to their interest under the Plan for examination at reasonable times during normal business hours.

9.3 PAYMENT OF EXPENSES

Any reasonable administrative expenses shall be paid by the Employer unless the Employer determines that administrative costs shall be borne by the Participants under the Plan or by any Trust Fund which may be established hereunder. The Administrator may impose reasonable conditions for payments, provided that such conditions shall not discriminate in favor of highly compensated employees.

9.4 INSURANCE CONTROL CLAUSE

In the event of a conflict between the terms of this Plan and the terms of an Insurance Contract of an independent third party Insurer whose product is then being used in conjunction with this Plan, the terms of the Insurance Contract shall control as to those Participants receiving coverage under such Insurance Contract. For this purpose, the Insurance Contract shall control in defining the persons eligible for insurance, the dates of their eligibility, the conditions which must be satisfied to become insured, if any, the benefits Participants are entitled to and the circumstances under which insurance terminates.

9.5 INDEMNIFICATION OF ADMINISTRATOR

The Employer agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Administrator or as a member of a committee designated as Administrator (including any Employee or former Employee who previously served as Administrator or as a member of such committee) against all liabilities, damages, costs and expenses (including attorney's fees and amounts paid in settlement of any claims approved by the Employer) occasioned by any act or omission to act in connection with the Plan, if such act or omission is in good faith.

ARTICLE X AMENDMENT OR TERMINATION OF PLAN

10.1 AMENDMENT

The Employer, at any time or from time to time, may amend any or all of the provisions of the Plan without the consent of any Employee or Participant. No amendment shall have the effect of modifying any benefit election of any Participant in effect at the time of such amendment, unless such amendment is made to comply with Federal, state or local laws, statutes or regulations.

10.2 TERMINATION

The Employer reserves the right to terminate this Plan, in whole or in part, at any time. In the event the Plan is terminated, no further contributions shall be made. Benefits under any Insurance Contract shall be paid in accordance with the terms of the Insurance Contract.

No further additions shall be made to the Health Flexible Spending Account or Dependent Care Flexible Spending Account, but all payments from such fund shall continue to be made according to the elections in effect until 90 days after the termination date of the Plan. Any amounts remaining in any such fund or account as of the end of such period shall be forfeited and deposited in the benefit plan surplus after the expiration of the filing period.

ARTICLE XI MISCELLANEOUS

11.1 PLAN INTERPRETATION

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner. This Plan shall be read in its entirety and not severed except as provided in Section 11.12.

11.2 GENDER, NUMBER AND TENSE

Wherever any words are used herein in one gender, they shall be construed as though they were also used in all genders in all cases where they would so apply; whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply; and whenever any words are used herein in the past or present tense, they shall be construed as though they were also used in the other form in all cases where they would so apply.

11.3 WRITTEN DOCUMENT

This Plan, in conjunction with any separate written document which may be required by law, is intended to satisfy the written Plan requirement of Code Section 125 and any Treasury regulations thereunder relating to cafeteria plans.

11.4 EXCLUSIVE BENEFIT

This Plan shall be maintained for the exclusive benefit of the Employees who participate in the Plan.

11.5 PARTICIPANT'S RIGHTS

This Plan shall not be deemed to constitute an employment contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon him as a Participant of this Plan.

11.6 ACTION BY THE EMPLOYER

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by its legally constituted authority.

11.7 EMPLOYER'S PROTECTIVE CLAUSES

(a) **Insurance purchase.** Upon the failure of either the Participant or the Employer to obtain the insurance contemplated by this Plan (whether as a result of negligence, gross neglect or otherwise), the Participant's Benefits shall be limited to the insurance premium(s), if any, that remained unpaid for the period in question and the actual insurance proceeds, if any, received by the Employer or the Participant as a result of the Participant's claim.

(b) **Validity of insurance contract.** The Employer shall not be responsible for the validity of any Insurance Contract issued hereunder or for the failure on the part of the Insurer to make payments provided for under any Insurance Contract. Once insurance is applied for or obtained, the Employer shall not be liable for any loss which may result from the failure to pay Premiums to the extent Premium notices are not received by the Employer.

11.8 NO GUARANTEE OF TAX CONSEQUENCES

Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under the Plan will be excludable from the Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant. It shall be the obligation of each Participant to determine whether each payment under the Plan is excludable from the Participant's gross income for federal and state income tax purposes, and to notify the Employer if the Participant has reason to believe that any such payment is not so excludable. Notwithstanding the foregoing, the rights of Participants under this Plan shall be legally enforceable.

11.9 INDEMNIFICATION OF EMPLOYER BY PARTICIPANTS

If any Participant receives one or more payments or reimbursements under the Plan that are not for a permitted Benefit, such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal or state income tax or Social Security tax from such payments or reimbursements. However, such indemnification and reimbursement shall not exceed the amount of additional federal and state income tax (plus any penalties) that the Participant would have owed if the payments or reimbursements had been made to the Participant as regular cash compensation, plus the Participant's share of any Social Security tax that would have been paid on such compensation, less any such additional income and Social Security tax actually paid by the Participant.

11.10 FUNDING

Unless otherwise required by law, contributions to the Plan need not be placed in trust or dedicated to a specific Benefit, but may instead be considered general assets of the Employer. Furthermore, and unless otherwise required by law, nothing herein shall be construed to require the Employer or the Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the Plan may be made.

11.11 GOVERNING LAW

This Plan is governed by the Code and the Treasury regulations issued thereunder (as they might be amended from time to time). In no event shall the Employer guarantee the favorable tax treatment sought by this Plan. To the extent not preempted by Federal law, the provisions of this Plan shall be construed, enforced and administered according to the laws of the State of California.

11.12 SEVERABILITY

If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.

11.13 CAPTIONS

The captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, enlarge or describe the scope or intent of the Plan, nor in any way shall affect the Plan or the construction of any provision thereof.

11.14 CONTINUATION OF COVERAGE (COBRA)

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan subject to the continuation coverage requirement of Code Section 4980B becomes unavailable, each Participant will be entitled to continuation coverage as prescribed in Code Section 4980B, and related regulations. This Section shall only apply if the Employer employs at least twenty (20) employees on more than 50% of its typical business days in the previous calendar year.

11.15 FAMILY AND MEDICAL LEAVE ACT (FMLA)

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan becomes subject to the requirements of the Family and Medical Leave Act and regulations thereunder, this Plan shall be operated in accordance with Regulation 1.125-3.

11.16 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Notwithstanding anything in this Plan to the contrary, this Plan shall be operated in accordance with HIPAA and regulations thereunder.

11.17 UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with the Uniform Services Employment And Reemployment Rights Act (USERRA) and the regulations thereunder.

11.18 COMPLIANCE WITH HIPAA PRIVACY STANDARDS

(a) **Application.** If any benefits under this Cafeteria Plan are subject to the Standards for Privacy of Individually Identifiable Health Information (45 CFR Part 164, the "Privacy Standards"), then this Section shall apply.

(b) **Disclosure of PHI.** The Plan shall not disclose Protected Health Information to any member of the Employer's workforce unless each of the conditions set out in this Section are met. "Protected Health Information" shall have the same definition as set forth in the Privacy Standards but generally shall mean individually identifiable information about the past, present or future physical or mental health or condition of an individual, including genetic information and information about treatment or payment for treatment.

(c) **PHI disclosed for administrative purposes.** Protected Health Information disclosed to members of the Employer's workforce shall be used or disclosed by them only for purposes of Plan administrative functions. The Plan's administrative functions shall include all Plan payment functions and health care operations. The terms "payment" and "health care operations" shall have the same definitions as set out in the Privacy Standards, but the term "payment" generally shall mean activities taken to determine or fulfill Plan responsibilities with respect to eligibility, coverage, provision of benefits, or reimbursement for health care. Protected Health Information that consists of genetic information will not be used or disclosed for underwriting purposes.

(d) **PHI disclosed to certain workforce members.** The Plan shall disclose Protected Health Information only to members of the Employer's workforce who are designated and authorized to receive such Protected Health Information, and only to the extent and in the minimum amount necessary for that person to perform his or her duties with respect to the Plan. "Members of the Employer's workforce" shall refer to all employees and other persons under the control of the Employer. The Employer shall keep an updated list of those authorized to receive Protected Health Information.

(1) An authorized member of the Employer's workforce who receives Protected Health Information shall use or disclose the Protected Health Information only to the extent necessary to perform his or her duties with respect to the Plan.

(2) In the event that any member of the Employer's workforce uses or discloses Protected Health Information other than as permitted by this Section and the Privacy Standards, the incident shall be reported to the Plan's privacy official. The privacy official shall take appropriate action, including:

(i) investigation of the incident to determine whether the breach occurred inadvertently, through negligence or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach;

(ii) appropriate sanctions against the persons causing the breach which, depending upon the nature of the breach, may include oral or written reprimand, additional training, or termination of employment;

(iii) mitigation of any harm caused by the breach, to the extent practicable; and

(iv) documentation of the incident and all actions taken to resolve the issue and mitigate any damages.

(e) **Certification.** The Employer must provide certification to the Plan that it agrees to:

- (1) Not use or further disclose the information other than as permitted or required by the Plan documents or as required by law;
- (2) Ensure that any agent or subcontractor, to whom it provides Protected Health Information received from the Plan, agrees to the same restrictions and conditions that apply to the Employer with respect to such information;
- (3) Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer;
- (4) Report to the Plan any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures permitted by this Section, or required by law;
- (5) Make available Protected Health Information to individual Plan members in accordance with Section 164.524 of the Privacy Standards;
- (6) Make available Protected Health Information for amendment by individual Plan members and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;
- (7) Make available the Protected Health Information required to provide an accounting of disclosures to individual Plan members in accordance with Section 164.528 of the Privacy Standards;
- (8) Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the Plan available to the Department of Health and Human Services for purposes of determining compliance by the Plan with the Privacy Standards;
- (9) If feasible, return or destroy all Protected Health Information received from the Plan that the Employer still maintains in any form, and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and
- (10) Ensure the adequate separation between the Plan and members of the Employer's workforce, as required by Section 164.504(f)(2)(iii) of the Privacy Standards and set out in (d) above.

11.19 COMPLIANCE WITH HIPAA ELECTRONIC SECURITY STANDARDS

Under the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Part 164.300 et. seq., the "Security Standards"):

(a) **Implementation.** The Employer agrees to implement reasonable and appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of Electronic Protected Health Information that the Employer creates, maintains or transmits on behalf of the Plan. "Electronic Protected Health Information" shall have the same definition as set out in the Security Standards, but generally shall mean Protected Health Information that is transmitted by or maintained in electronic media.

(b) **Agents or subcontractors shall meet security standards.** The Employer shall ensure that any agent or subcontractor to whom it provides Electronic Protected Health Information shall agree, in writing, to implement reasonable and appropriate security measures to protect the Electronic Protected Health Information.

(c) **Employer shall ensure security standards.** The Employer shall ensure that reasonable and appropriate security measures are implemented to comply with the conditions and requirements set forth in Section 11.18.

11.20 MENTAL HEALTH PARITY AND ADDICTION EQUITY ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Mental Health Parity and Addiction Equity Act.

11.21 GENETIC INFORMATION NONDISCRIMINATION ACT (GINA)

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Genetic Information Nondiscrimination Act.

11.22 WOMEN'S HEALTH AND CANCER RIGHTS ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Women's Health and Cancer Rights Act of 1998.

11.23 NEWBORNS' AND MOTHERS' HEALTH PROTECTION ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Newborns' and Mothers' Health Protection Act.

IN WITNESS WHEREOF, this Plan document is hereby executed on _____

Pacific View Charter School

By _____
EMPLOYER

ADOPTING RESOLUTION

The undersigned authorized representative of Pacific View Charter School (the Employer) hereby certifies that the following resolutions were duly adopted by the Employer on _____, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the form of amended Cafeteria Plan including a Health Flexible Spending Account and Dependent Care Flexible Spending Account effective January 1, 2024, presented to this meeting is hereby approved and adopted and that an authorized representative of the Employer is hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.

The undersigned further certifies that attached hereto as Exhibits A and B, respectively, are true copies of Pacific View Charter School Cafeteria Plan as amended and restated, and the Summary Plan Description approved and adopted in the foregoing resolutions.

Date: _____

Signed: _____

[print name/title]

**PACIFIC VIEW CHARTER SCHOOL
CAFETERIA PLAN**

SUMMARY PLAN DESCRIPTION

Restated January 1, 2024

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XI SUMMARY

**PACIFIC VIEW CHARTER SCHOOL
CAFETERIA PLAN**

INTRODUCTION

We have amended the "Flexible Benefits Plan" that we previously established for you and other eligible employees. Under this Plan, you will be able to choose among certain benefits that we make available. The benefits that you may choose are outlined in this Summary Plan Description. We will also tell you about other important information concerning the amended Plan, such as the rules you must satisfy before you can join and the laws that protect your rights.

One of the most important features of our Plan is that the benefits being offered are generally ones that you are already paying for, but normally with money that has first been subject to income and Social Security taxes. Under our Plan, these same expenses will be paid for with a portion of your pay before Federal income or Social Security taxes are withheld. This means that you will pay less tax and have more money to spend and save.

Read this Summary Plan Description carefully so that you understand the provisions of our amended Plan and the benefits you will receive. This SPD describes the Plan's benefits and obligations as contained in the legal Plan document, which governs the operation of the Plan. The Plan document is written in much more technical and precise language. If the non-technical language in this SPD and the technical, legal language of the Plan document conflict, the Plan document always governs. Also, if there is a conflict between an insurance contract and either the Plan document or this Summary Plan Description, the insurance contract will control. If you wish to receive a copy of the legal Plan document, please contact the Administrator.

This SPD describes the current provisions of the Plan which are designed to comply with applicable legal requirements. The Plan is subject to federal laws, such as the Internal Revenue Code and other federal and state laws which may affect your rights. The provisions of the Plan are subject to revision due to a change in laws or due to pronouncements by the Internal Revenue Service (IRS) or other federal agencies. We may also amend or terminate this Plan. If the provisions of the Plan that are described in this SPD change, we will notify you.

We have attempted to answer most of the questions you may have regarding your benefits in the Plan. If this SPD does not answer all of your questions, please contact the Administrator (or other plan representative). The name and address of the Administrator can be found in the Article of this SPD entitled "General Information About the Plan."

**I
ELIGIBILITY**

1. When can I become a participant in the Plan?

Before you become a Plan member (referred to in this Summary Plan Description as a "Participant"), there are certain rules which you must satisfy. First, you must meet the eligibility requirements and be an active employee. After that, the next step is to actually join the Plan on the "entry date" that we have established for all employees. The "entry date" is defined in Question 3 below. You will also be required to complete certain application forms before you can enroll in the Health Flexible Spending Account or Dependent Care Flexible Spending Account.

2. What are the eligibility requirements for our Plan?

You will be eligible to join the Plan as of your date of hire with us. Of course, if you were already a participant before this amendment, you will remain a participant.

3. When is my entry date?

Once you have met the eligibility requirements, your entry date will be the first day of the month coinciding with or following the date you met the eligibility requirements.

4. Are there any employees who are not eligible?

Yes, there are certain employees who are not eligible to join the Plan. They are:

-- Employees who are part-time. A part-time employee is someone who works, or is expected to work, less than 30 hours a week.

5. What must I do to enroll in the Plan?

Before you can join the Plan, you must complete an application to participate in the Plan. The application includes your personal choices for each of the benefits which are being offered under the Plan. You must also authorize us to set some of your earnings aside in order to pay for the benefits you have elected.

However, if you are already covered under any of the insured benefits, you will automatically participate in this Plan to the extent of your premiums unless you elect not to participate in this Plan.

II OPERATION

1. How does this Plan operate?

Before the start of each Plan Year, you will be able to elect to have some of your upcoming pay contributed to the Plan. These amounts will be used to pay for the benefits you have chosen. The portion of your pay that is paid to the Plan is not subject to Federal income or Social Security taxes. In other words, this allows you to use tax-free dollars to pay for certain kinds of benefits and expenses which you normally pay for with out-of-pocket, taxable dollars. However, if you receive a reimbursement for an expense under the Plan, you cannot claim a Federal income tax credit or deduction on your return. (See the Article entitled "General Information About Our Plan" for the definition of "Plan Year.")

III CONTRIBUTIONS

1. How much of my pay may the Employer redirect?

Each year, we will automatically contribute on your behalf enough of your compensation to pay for the insurance coverage provided unless you elect not to receive any or all of such coverage. You may also elect to have us contribute on your behalf enough of your compensation to pay for any other benefits that you elect under the Plan. These amounts will be deducted from your pay over the course of the year.

2. What happens to contributions made to the Plan?

Before each Plan Year begins, you will select the benefits you want and how much of the contributions should go toward each benefit. It is very important that you make these choices carefully based on what you expect to spend on each covered benefit or expense during the Plan Year. Later, they will be used to pay for the expenses as they arise during the Plan Year.

3. When must I decide which accounts I want to use?

You are required by Federal law to decide before the Plan Year begins, during the election period (defined below). You must decide two things. First, which benefits you want and, second, how much should go toward each benefit.

If you are already covered by any of the insured benefits offered by this Plan, you will automatically become a Participant to the extent of the premiums for such insurance unless you elect, during the election period (defined below), not to participate in the Plan.

4. When is the election period for our Plan?

You will make your initial election on or before your entry date. (You should review Section I on Eligibility to better understand the eligibility requirements and entry date.) Then, for each following Plan Year, the election period is established by the Administrator and applied uniformly to all Participants. It will normally be a period of time prior to the beginning of each Plan Year. The Administrator will inform you each year about the election period. (See the Article entitled "General Information About Our Plan" for the definition of Plan Year.)

5. May I change my elections during the Plan Year?

Generally, you cannot change the elections you have made after the beginning of the Plan Year. However, there are certain limited situations when you can change your elections. You are permitted to change elections if you have a "change in status" and you make an election change that is consistent with the change in status. Currently, Federal law considers the following events to be a change in status:

- Marriage, divorce, death of a spouse, legal separation or annulment;
- Change in the number of dependents, including birth, adoption, placement for adoption, or death of a dependent;
- Any of the following events for you, your spouse or dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, a change in worksite, or any other change in employment status that affects eligibility for benefits;
- One of your dependents satisfies or ceases to satisfy the requirements for coverage due to change in age, student status, or any similar circumstance; and
- A change in the place of residence of you, your spouse or dependent that would lead to a change in status, such as moving out of a coverage area for insurance.

In addition, if you are participating in the Dependent Care Flexible Spending Account, then there is a change in status if your dependent no longer meets the qualifications to be eligible for dependent care.

There are detailed rules on when a change in election is deemed to be consistent with a change in status. In addition, there are laws that give you rights to change health coverage for you, your spouse, or your dependents. If you change coverage due to rights you have under the law, then you can make a corresponding change in your elections under the Plan. If any of these conditions apply to you, you should contact the Administrator.

If the cost of a benefit provided under the Plan increases or decreases during a Plan Year, then we will automatically increase or decrease, as the case may be, your salary redirection election. If the cost increases significantly, you will be permitted to either make corresponding changes in your payments or revoke your election and obtain coverage under another benefit package option with similar coverage, or revoke your election entirely.

If the coverage under a Benefit is significantly curtailed or ceases during a Plan Year, then you may revoke your elections and elect to receive on a prospective basis coverage under another plan with similar coverage. In addition, if we add a new coverage option or eliminate an existing option, you may elect the newly-added option (or elect another option if an option has been eliminated) and make corresponding election changes to other options providing similar coverage. If you are not a Participant, you may elect to join the Plan. There are also certain situations when you may be able to change your elections on account of a change under the plan of your spouse's, former spouse's or dependent's employer.

These rules on change due to cost or coverage do not apply to the Health Flexible Spending Account, and you may not change your election to the Health Flexible Spending Account if you make a change due to cost or coverage for insurance.

You may not change your election under the Dependent Care Flexible Spending Account if the cost change is imposed by a dependent care provider who is your relative.

6. May I make new elections in future Plan Years?

Yes, you may. For each new Plan Year, you may change the elections that you previously made. You may also choose not to participate in the Plan for the upcoming Plan Year. If you do not make new elections during the election period before a new Plan Year begins, we will assume you want your elections for insured benefits only to remain the same and you will not be considered a Participant for the non-insured benefit options under the Plan for the upcoming Plan Year.

IV BENEFITS

1. Health Flexible Spending Account

The Health Flexible Spending Account enables you to pay for expenses allowed under Sections 105 and 213(d) of the Internal Revenue Code which are not covered by our medical plan and save taxes at the same time. The Health Flexible Spending Account allows you to be reimbursed by the Employer for expenses incurred by you and your dependents.

Drug costs, including insulin, may be reimbursed.

You may not be reimbursed for the cost of other health care coverage maintained outside of the Plan, or for long term care expenses. A list of covered expenses is available from the Administrator.

For 2024, the most you can contribute is \$3,200. After 2024, the dollar limit may increase for cost of living adjustments.

In order to be reimbursed for a health care expense, you must submit to the Administrator an itemized bill from the service provider. We will also provide you with a debit or credit card to use to pay for medical expenses. The Administrator will provide you with further details. Amounts reimbursed from the Plan may not be claimed as a deduction on your personal income tax return. Reimbursement from the fund shall be paid at least once a month. Expenses under this Plan are treated as being "incurred" when you are provided with the care that gives rise to the expenses, not when you are formally billed or charged, or you pay for the medical care.

You may be reimbursed for expenses for any child until the end of the calendar year in which the child reaches age 26. A child is a natural child, stepchild, foster child, adopted child, or a child placed with you for adoption. If a child gains or regains eligibility due to these new rules, that qualifies as a change in status to change coverage.

Newborns' and Mothers' Health Protection Act: Group health plans generally may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a provider obtain authorization from the plan or the issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

Women's Health and Cancer Rights Act: This plan, as required by the Women's Health and Cancer Rights Act of 1998, will reimburse up to plan limits for benefits for mastectomy related services including reconstruction and surgery to achieve symmetry between the breasts, prostheses, and complications resulting from a mastectomy (including lymphedema). Contact your Plan Administrator for more information.

2. Dependent Care Flexible Spending Account

The Dependent Care Flexible Spending Account enables you to pay for out-of-pocket, work-related dependent day-care cost with pre-tax dollars. If you are married, you can use the account if you and your spouse both work or, in some situations, if your spouse goes to school full-time. Single employees can also use the account.

An eligible dependent is someone for whom you can claim expenses on Federal Income Tax Form 2441 "Credit for Child and Dependent Care Expenses." Children must be under age 13. Other dependents must be physically or mentally unable to care for themselves. Dependent Care arrangements which qualify include:

- (a) A Dependent (Day) Care Center, provided that if care is provided by the facility for more than six individuals, the facility complies with applicable state and local laws;
- (b) An Educational Institution for pre-school children. For older children, only expenses for non-school care are eligible; and
- (c) An "Individual" who provides care inside or outside your home: The "Individual" may not be a child of yours under age 19 or anyone you claim as a dependent for Federal tax purposes.

You should make sure that the dependent care expenses you are currently paying for qualify under our Plan.

The law places limits on the amount of money that can be paid to you in a calendar year from your Dependent Care Flexible Spending Account. Generally, your reimbursements may not exceed the lesser of: (a) \$5,000 (if you are married filing a joint return or you are head of a household) or \$2,500 (if you are married filing separate returns); (b) your taxable compensation; (c) your spouse's actual or deemed earned income (a spouse who is a full time student or incapable of caring for himself/herself has a monthly earned income of \$250 for one dependent or \$500 for two or more dependents).

Also, in order to have the reimbursements made to you from this account be excludable from your income, you must provide a statement from the service provider including the name, address, and in most cases, the taxpayer identification number of the service provider on your tax form for the year, as well as the amount of such expense as proof that the expense has been incurred. In addition, Federal tax laws permit a tax credit for certain dependent care expenses you may be paying for even if you are not a Participant in this Plan. You may save more money if you take advantage of this tax credit rather than using the Dependent Care Flexible Spending Account under our Plan. Ask your tax adviser which is better for you.

3. Premium Expense Account

A Premium Expense Account allows you to use tax-free dollars to pay for certain premium expenses under various insurance programs that we offer you. These premium expenses include:

- Health care premiums under our insured group medical plan.
- Dental insurance premiums.
- Vision insurance premiums.

Under our Plan, we will establish sub-accounts for you for each different type of insurance coverage that is available. Also, certain limits on the amount of coverage may apply.

The Administrator may terminate or modify Plan benefits at any time, subject to the provisions of any insurance contracts providing benefits described above. We will not be liable to you if an insurance company fails to provide any of the benefits described above. Also, your insurance will end when you leave employment, are no longer eligible under the terms of any insurance policies, or when insurance terminates.

Any benefits to be provided by insurance will be provided only after (1) you have provided the Administrator the necessary information to apply for insurance, and (2) the insurance is in effect for you.

If you cover your children up to age 26 under your insurance, you can pay for that coverage through the Plan.

V BENEFIT PAYMENTS

1. When will I receive payments from my accounts?

During the course of the Plan Year, you may submit requests for reimbursement of expenses you have incurred. Expenses are considered "incurred" when the service is performed, not necessarily when it is paid for. The Administrator will provide you with acceptable forms for submitting these requests for reimbursement. If the request qualifies as a benefit or expense that the Plan has agreed to pay, you will receive a reimbursement payment soon thereafter. Remember, these reimbursements which are made from the Plan are generally not subject to federal income tax or withholding. Nor are they subject to Social Security taxes. Requests for payment of insured benefits should be made directly to the insurer. You will only be reimbursed from the Dependent Care Flexible Spending Account to the extent that there are sufficient funds in the Account to cover your request.

2. What happens if I don't spend all Plan contributions during the Plan Year?

If you have not spent all the amounts in your Health Flexible Spending Account or Dependent Care Flexible Spending Account by the end of the Plan Year, you may continue to incur claims for expenses during the "Grace Period." The "Grace Period" extends 75 days after the end of the Plan Year, during which time you can continue to incur claims and use up all amounts remaining in your Health Flexible Spending Account or Dependent Care Flexible Spending Account.

Any monies left at the end of the Plan Year and the Grace Period will be forfeited. Obviously, qualifying expenses that you incur late in the Plan Year or during the Grace Period for which you seek reimbursement after the end of such Plan Year and Grace Period will be paid first before any amount is forfeited. For the Health Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year. For the Dependent Care Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year. Because it is possible that you might forfeit amounts in the Plan if you do not fully use the contributions that have been made, it is important that you decide how much to place in each account carefully and conservatively. Remember, you must decide which benefits you want to contribute to and how much to place in each account before the Plan Year begins. You want to be as certain as you can that the amount you decide to place in each account will be used up entirely.

3. Family and Medical Leave Act (FMLA)

If you take leave under the Family and Medical Leave Act, you may revoke or change your existing elections for health insurance and the Health Flexible Spending Account. If your coverage in these benefits terminates, due to your revocation of the benefit while on leave or due to your non-payment of contributions, you will be permitted to reinstate coverage for the remaining part of the Plan Year upon your return. For the Health Flexible Spending Account, you may continue your coverage or you may revoke your coverage and resume it when you return. You can resume your coverage at its original level and make payments for the time that you are on leave. For example, if you elect \$1,200 for the year and are out on leave for 3 months, then return and elect to resume your coverage at that level, your remaining payments will be increased to cover the difference - from \$100 per month to \$150 per month. Alternatively your maximum amount will be reduced proportionately for the time that you were gone. For example, if you elect \$1,200 for the year and are out on leave for 3 months, your amount will be reduced to \$900. The expenses you incur during the time you are not in the Health Flexible Spending Account are not reimbursable.

If you continue your coverage during your unpaid leave, you may pre-pay for the coverage, you may pay for your coverage on an after-tax basis while you are on leave, or you and your Employer may arrange a schedule for you to "catch up" your payments when you return.

4. Uniformed Services Employment and Reemployment Rights Act (USERRA)

If you are going into or returning from military service, you may have special rights to health care coverage under your Health Flexible Spending Account under the Uniformed Services Employment and Reemployment Rights Act of 1994. These rights can include extended health care coverage. If you may be affected by this law, ask your Administrator for further details.

5. What happens if I terminate employment?

If you terminate employment during the Plan Year, your right to benefits will be determined in the following manner:

- (a) You will remain covered by insurance, but only for the period for which premiums have been paid prior to your termination of employment.
- (b) You will still be able to request reimbursement for qualifying dependent care expenses incurred during the remainder of the Plan Year from the balance remaining in your dependent care account at the time of termination of employment. However, no further salary redirection contributions will be made on your behalf after you terminate. You must submit claims within 90 days after the end of the Plan Year in which termination occurs.
- (c) For health benefit coverage and Health Flexible Spending Account coverage on termination of employment, please see the Article entitled "Continuation Coverage Rights Under COBRA." Upon your termination of employment, your participation in the Health Flexible Spending Account will cease, and no further salary redirection contributions will be contributed on your behalf. However, you will be able to submit claims for health care expenses that were incurred before the end of the period for which payments to the Health Flexible Spending Account have already been made. Your further participation will be governed by "Continuation Coverage Rights Under COBRA."

6. Will my Social Security benefits be affected?

Your Social Security benefits may be slightly reduced because when you receive tax-free benefits under our Plan, it reduces the amount of contributions that you make to the Federal Social Security system as well as our contribution to Social Security on your behalf.

VI

HIGHLY COMPENSATED AND KEY EMPLOYEES

1. Do limitations apply to highly compensated employees?

Under the Internal Revenue Code, highly compensated employees and key employees generally are Participants who are officers, shareholders or highly paid. You will be notified by the Administrator each Plan Year whether you are a highly compensated employee or a key employee.

If you are within these categories, the amount of contributions and benefits for you may be limited so that the Plan as a whole does not unfairly favor those who are highly paid, their spouses or their dependents. Federal tax laws state that a plan will be considered to unfairly favor the key employees if they as a group receive more than 25% of all of the nontaxable benefits provided for under our Plan.

Plan experience will dictate whether contribution limitations on highly compensated employees or key employees will apply. You will be notified of these limitations if you are affected.

VII PLAN ACCOUNTING

1. Periodic Statements

Upon request, the Administrator will provide you with a statement of your account periodically during the Plan Year that shows your account balance. It is important to read these statements carefully so you understand the balance remaining to pay for a benefit. Remember, you want to spend all the money you have designated for a particular benefit by the end of the Plan Year.

VIII GENERAL INFORMATION ABOUT OUR PLAN

This Section contains certain general information which you may need to know about the Plan.

1. General Plan Information

Pacific View Charter School Cafeteria Plan is the name of the Plan.

Your Employer has assigned Plan Number 501 to your Plan.

The provisions of your amended Plan become effective on January 1, 2024. Your Plan was originally effective on January 1, 2007.

Your Plan's records are maintained on a twelve-month period of time. This is known as the Plan Year. The Plan Year begins on January 1st and ends on December 31st.

2. Employer Information

Your Employer's name, address, and identification number are:

Pacific View Charter School
3670 Ocean Ranch Boulevard
Oceanside, California 92056
33-0920682

3. Plan Administrator Information

The name, address and business telephone number of your Plan's Administrator are:

Pacific View Charter School
3670 Ocean Ranch Boulevard
Oceanside, California 92056
(760) 757-0161

The Administrator keeps the records for the Plan and is responsible for the administration of the Plan. The Administrator will also answer any questions you may have about our Plan. You may contact the Administrator for any further information about the Plan.

4. Service of Legal Process

The name and address of the Plan's agent for service of legal process are:

Pacific View Charter School
3670 Ocean Ranch Boulevard
Oceanside, California 92056

5. Type of Administration

The type of Administration is Employer Administration.

6. Claims Submission

Claims for expenses should be submitted to:

National Benefit Services, LLC
PO Box 219393
Kansas City, Missouri 64121-9393

IX ADDITIONAL PLAN INFORMATION

1. Claims Process

You should submit all reimbursement claims during the Plan Year. For the Health Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year. However, if you terminate employment during the Plan Year, you must submit your Health Flexible Spending Account claims within 90 days after your termination of employment. For the Dependent Care Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year. Any claims submitted after that time will not be considered.

Claims that are insured will be handled in accordance with procedures contained in the insurance policies. All other general requests should be directed to the Administrator of our Plan. If a dependent care or medical expense claim under the Plan is denied in whole or in part, you or your beneficiary will receive written notification. The notification will include the reasons for the denial, with reference to the specific provisions of the Plan on which the denial was based, a description of any additional information needed to process the claim and an explanation of the claims review procedure. Within 60 days after denial, you or your beneficiary may submit a written request for reconsideration of the denial to the Administrator.

Any such request should be accompanied by documents or records in support of your appeal. You or your beneficiary may review pertinent documents and submit issues and comments in writing. The Administrator will review the claim and provide, within 60 days, a written response to the appeal. (This period may be extended an additional 60 days under certain circumstances.) In this response, the Administrator will explain the reason for the decision, with specific reference to the provisions of the Plan on which the decision is based. The Administrator has the exclusive right to interpret the appropriate plan provisions. Decisions of the Administrator are conclusive and binding.

X CONTINUATION COVERAGE RIGHTS UNDER COBRA

Under federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), certain employees and their families covered under health benefits under this Plan will be entitled to the opportunity to elect a temporary extension of health coverage (called "COBRA continuation coverage") where coverage under the Plan would otherwise end. This notice is intended to inform Plan Participants and beneficiaries, in summary fashion, of their rights and obligations under the continuation coverage provisions of COBRA, as amended and reflected in final and proposed regulations published by the Department of the Treasury. This notice is intended to reflect the law and does not grant or take away any rights under the law.

The Plan Administrator or its designee is responsible for administering COBRA continuation coverage. Complete instructions on COBRA, as well as election forms and other information, will be provided by the Plan Administrator or its designee to Plan Participants who become Qualified Beneficiaries under COBRA. While the Plan itself is not a group health plan, it does provide health benefits. Whenever "Plan" is used in this section, it means any of the health benefits under this Plan including the Health Flexible Spending Account.

1. What is COBRA continuation coverage?

COBRA continuation coverage is the temporary extension of group health plan coverage that must be offered to certain Plan Participants and their eligible family members (called "Qualified Beneficiaries") at group rates. The right to COBRA continuation coverage is triggered by the occurrence of a life event that results in the loss of coverage under the terms of the Plan (the "Qualifying Event"). The coverage must be identical to the coverage that the Qualified Beneficiary had immediately before the Qualifying Event, or if the coverage has been changed, the coverage must be identical to the coverage provided to similarly situated active employees who have not experienced a Qualifying Event (in other words, similarly situated non-COBRA beneficiaries).

There may be other options available when you lose group health coverage. For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally doesn't accept late enrollees.

2. Who can become a Qualified Beneficiary?

In general, a Qualified Beneficiary can be:

- (a) Any individual who, on the day before a Qualifying Event, is covered under a Plan by virtue of being on that day either a covered Employee, the Spouse of a covered Employee, or a Dependent child of a covered Employee.

If, however, an individual who otherwise qualifies as a Qualified Beneficiary is denied or not offered coverage under the Plan under circumstances in which the denial or failure to offer constitutes a violation of applicable law, then the individual will be considered to have had the coverage and will be considered a Qualified Beneficiary if that individual experiences a Qualifying Event.

(b) Any child who is born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage, and any individual who is covered by the Plan as an alternate recipient under a qualified medical support order. If, however, an individual who otherwise qualifies as a Qualified Beneficiary is denied or not offered coverage under the Plan under circumstances in which the denial or failure to offer constitutes a violation of applicable law, then the individual will be considered to have had the coverage and will be considered a Qualified Beneficiary if that individual experiences a Qualifying Event.

The term "covered Employee" includes any individual who is provided coverage under the Plan due to his or her performance of services for the employer sponsoring the Plan. However, this provision does not establish eligibility of these individuals. Eligibility for Plan coverage shall be determined in accordance with Plan Eligibility provisions.

An individual is not a Qualified Beneficiary if the individual's status as a covered Employee is attributable to a period in which the individual was a nonresident alien who received from the individual's Employer no earned income that constituted income from sources within the United States. If, on account of the preceding reason, an individual is not a Qualified Beneficiary, then a Spouse or Dependent child of the individual will also not be considered a Qualified Beneficiary by virtue of the relationship to the individual. A domestic partner is not a Qualified Beneficiary.

Each Qualified Beneficiary (including a child who is born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage) must be offered the opportunity to make an independent election to receive COBRA continuation coverage.

3. What is a Qualifying Event?

A Qualifying Event is any of the following if the Plan provided that the Plan participant would lose coverage (i.e., cease to be covered under the same terms and conditions as in effect immediately before the Qualifying Event) in the absence of COBRA continuation coverage:

- (a) The death of a covered Employee.
- (b) The termination (other than by reason of the Employee's gross misconduct), or reduction of hours, of a covered Employee's employment.
- (c) The divorce or legal separation of a covered Employee from the Employee's Spouse. If the Employee reduces or eliminates the Employee's Spouse's Plan coverage in anticipation of a divorce or legal separation, and a divorce or legal separation later occurs, then the divorce or legal separation may be considered a Qualifying Event even though the Spouse's coverage was reduced or eliminated before the divorce or legal separation.
- (d) A covered Employee's enrollment in any part of the Medicare program.
- (e) A Dependent child's ceasing to satisfy the Plan's requirements for a Dependent child (for example, attainment of the maximum age for dependency under the Plan).

If the Qualifying Event causes the covered Employee, or the covered Spouse or a Dependent child of the covered Employee, to cease to be covered under the Plan under the same terms and conditions as in effect immediately before the Qualifying Event, the persons losing such coverage become Qualified Beneficiaries under COBRA if all the other conditions of COBRA are also met. For example, any increase in contribution that must be paid by a covered Employee, or the Spouse, or a Dependent child of the covered Employee, for coverage under the Plan that results from the occurrence of one of the events listed above is a loss of coverage.

The taking of leave under the Family and Medical Leave Act of 1993, as amended ("FMLA") does not constitute a Qualifying Event. A Qualifying Event will occur, however, if an Employee does not return to employment at the end of the FMLA leave and all other COBRA continuation coverage conditions are present. If a Qualifying Event occurs, it occurs on the last day of FMLA leave and the applicable maximum coverage period is measured from this date (unless coverage is lost at a later date and the Plan provides for the extension of the required periods, in which case the maximum coverage date is measured from the date when the coverage is lost.) Note that the covered Employee and family members will be entitled to COBRA continuation coverage even if they failed to pay the employee portion of premiums for coverage under the Plan during the FMLA leave.

4. What factors should be considered when determining to elect COBRA continuation coverage?

When considering options for health coverage, Qualified Beneficiaries should consider:

- **Premiums:** This plan can charge up to 102% of total plan premiums for COBRA coverage. Other options, like coverage on a spouse's plan or through the Marketplace, may be less expensive. Qualified Beneficiaries have special enrollment rights under federal law (HIPAA). They have the right to request special enrollment in another group health plan for which they are otherwise eligible (such as a plan sponsored by a spouse's employer) within 30 days after Plan coverage ends due to one of the Qualifying Events listed above.

- **Provider Networks:** If a Qualified Beneficiary is currently getting care or treatment for a condition, a change in health coverage may affect access to a particular health care provider. You may want to check to see if your current health care providers participate in a network in considering options for health coverage.
- **Drug Formularies:** For Qualified Beneficiaries taking medication, a change in health coverage may affect costs for medication – and in some cases, the medication may not be covered by another plan. Qualified beneficiaries should check to see if current medications are listed in drug formularies for other health coverage.
- **Severance payments:** If COBRA rights arise because the Employee has lost his job and there is a severance package available from the employer, the former employer may have offered to pay some or all of the Employee's COBRA payments for a period of time. This can affect the timing of coverage available in the Marketplace. In this scenario, the Employee may want to contact the Department of Labor at 1-866-444-3272 to discuss options.
- **Medicare Eligibility:** You should be aware of how COBRA coverage coordinates with Medicare eligibility. If you are eligible for Medicare at the time of the Qualifying Event, or if you will become eligible soon after the Qualifying Event, you should know that you have 8 months to enroll in Medicare after your employment –related health coverage ends. Electing COBRA coverage does not extend this 8-month period. For more information, see [medicare.gov/sign-up-change-plan](https://www.medicare.gov/sign-up-change-plan).
- **Service Areas:** If benefits under the Plan are limited to specific service or coverage areas, benefits may not be available to a Qualified Beneficiary who moves out of the area.
- **Other Cost-Sharing:** In addition to premiums or contributions for health coverage, the Plan requires participants to pay copayments, deductibles, coinsurance, or other amounts as benefits are used. Qualified beneficiaries should check to see what the cost-sharing requirements are for other health coverage options. For example, one option may have much lower monthly premiums, but a much higher deductible and higher copayments.

Are there other coverage options besides COBRA Continuation Coverage? Yes. Instead of enrolling in COBRA continuation coverage, there may be other coverage options for Qualified Beneficiaries through the Health Insurance Marketplace, Medicaid, or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at www.healthcare.gov.

5. What is the procedure for obtaining COBRA continuation coverage?

The Plan has conditioned the availability of COBRA continuation coverage upon the timely election of such coverage. An election is timely if it is made during the election period.

6. What is the election period and how long must it last?

The election period is the time period within which the Qualified Beneficiary must elect COBRA continuation coverage under the Plan. The election period must begin no later than the date the Qualified Beneficiary would lose coverage on account of the Qualifying Event and ends 60 days after the later of the date the Qualified Beneficiary would lose coverage on account of the Qualifying Event or the date notice is provided to the Qualified Beneficiary of her or his right to elect COBRA continuation coverage. If coverage is not elected within the 60 day period, all rights to elect COBRA continuation coverage are forfeited.

Note: If a covered Employee who has been terminated or experienced a reduction of hours qualifies for a trade readjustment allowance or alternative trade adjustment assistance under a federal law called the Trade Act of 2002, as extended by the Trade Preferences Extension Act of 2015, and the employee and his or her covered dependents have not elected COBRA coverage within the normal election period, a second opportunity to elect COBRA coverage will be made available for themselves and certain family members, but only within a limited period of 60 days or less and only during the six months immediately after their group health plan coverage ended. Any person who qualifies or thinks that he or she and/or his or her family members may qualify for assistance under this special provision should contact the Plan Administrator or its designee for further information about the special second election period. If continuation coverage is elected under this extension, it will not become effective prior to the beginning of this special second election period.

7. Is a covered Employee or Qualified Beneficiary responsible for informing the Plan Administrator of the occurrence of a Qualifying Event?

The Plan will offer COBRA continuation coverage to Qualified Beneficiaries only after the Plan Administrator or its designee has been timely notified that a Qualifying Event has occurred. The Employer (if the Employer is not the Plan Administrator) will notify the Plan Administrator or its designee of the Qualifying Event within 30 days following the date coverage ends when the Qualifying Event is:

- the end of employment or reduction of hours of employment,
- death of the employee,
- commencement of a proceeding in bankruptcy with respect to the Employer, or
- entitlement of the employee to any part of Medicare.

IMPORTANT:

For the other Qualifying Events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you or someone on your behalf must notify the Plan Administrator or its designee in writing within 60 days after the Qualifying Event occurs, using the procedures specified below. If these procedures are not followed or if the notice is not provided in writing to the Plan Administrator or its designee during the 60-day notice period, any spouse or dependent child who loses coverage will not be offered the option to elect continuation coverage. You must send this notice to the Plan Administrator or its designee.

NOTICE PROCEDURES:

Any notice that you provide must be in writing. Oral notice, including notice by telephone, is not acceptable. You must mail, fax or hand-deliver your notice to the person, department or firm listed below, at the following address:

Pacific View Charter School
3670 Ocean Ranch Boulevard
Oceanside, California 92056

If mailed, your notice must be postmarked no later than the last day of the required notice period. Any notice you provide must state:

- the name of the plan or plans under which you lost or are losing coverage,
- the name and address of the employee covered under the plan,
- the name(s) and address(es) of the Qualified Beneficiary(ies), and
- the Qualifying Event and the date it happened.

If the Qualifying Event is a divorce or legal separation, your notice must include a copy of the divorce decree or the legal separation agreement.

Be aware that there are other notice requirements in other contexts, for example, in order to qualify for a disability extension.

Once the Plan Administrator or its designee receives timely notice that a Qualifying Event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each Qualified Beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage for their spouses, and parents may elect COBRA continuation coverage on behalf of their children. For each Qualified Beneficiary who elects COBRA continuation coverage, COBRA continuation coverage will begin on the date that plan coverage would otherwise have been lost. If you or your spouse or dependent children do not elect continuation coverage within the 60-day election period described above, the right to elect continuation coverage will be lost.

8. Is a waiver before the end of the election period effective to end a Qualified Beneficiary's election rights?

If, during the election period, a Qualified Beneficiary waives COBRA continuation coverage, the waiver can be revoked at any time before the end of the election period. Revocation of the waiver is an election of COBRA continuation coverage. However, if a waiver is later revoked, coverage need not be provided retroactively (that is, from the date of the loss of coverage until the waiver is revoked). Waivers and revocations of waivers are considered made on the date they are sent to the Plan Administrator or its designee, as applicable.

9. Is COBRA coverage available if a Qualified Beneficiary has other group health plan coverage or Medicare?

Qualified Beneficiaries who are entitled to elect COBRA continuation coverage may do so even if they are covered under another group health plan or are entitled to Medicare benefits on or before the date on which COBRA is elected. However, a Qualified Beneficiary's COBRA coverage will terminate automatically if, after electing COBRA, he or she becomes entitled to Medicare or becomes covered under other group health plan coverage.

10. When may a Qualified Beneficiary's COBRA continuation coverage be terminated?

During the election period, a Qualified Beneficiary may waive COBRA continuation coverage. Except for an interruption of coverage in connection with a waiver, COBRA continuation coverage that has been elected for a Qualified Beneficiary must extend for at least the period beginning on the date of the Qualifying Event and ending not before the earliest of the following dates:

- (a) The last day of the applicable maximum coverage period.
- (b) The first day for which Timely Payment is not made to the Plan with respect to the Qualified Beneficiary.
- (c) The date upon which the Employer ceases to provide any group health plan (including a successor plan) to any employee.
- (d) The date, after the date of the election, that the Qualified Beneficiary first becomes entitled to Medicare (either part A or part B, whichever occurs earlier).

(e) In the case of a Qualified Beneficiary entitled to a disability extension, the later of:

(1) (i) 29 months after the date of the Qualifying Event, or (ii) the first day of the month that is more than 30 days after the date of a final determination under Title II or XVI of the Social Security Act that the disabled Qualified Beneficiary whose disability resulted in the Qualified Beneficiary's entitlement to the disability extension is no longer disabled, whichever is earlier; or

(2) the end of the maximum coverage period that applies to the Qualified Beneficiary without regard to the disability extension.

The Plan can terminate for cause the coverage of a Qualified Beneficiary on the same basis that the Plan terminates for cause the coverage of similarly situated non-COBRA beneficiaries, for example, for the submission of a fraudulent claim.

In the case of an individual who is not a Qualified Beneficiary and who is receiving coverage under the Plan solely because of the individual's relationship to a Qualified Beneficiary, if the Plan's obligation to make COBRA continuation coverage available to the Qualified Beneficiary ceases, the Plan is not obligated to make coverage available to the individual who is not a Qualified Beneficiary.

11. What are the maximum coverage periods for COBRA continuation coverage?

The maximum coverage periods are based on the type of the Qualifying Event and the status of the Qualified Beneficiary, as shown below.

(a) In the case of a Qualifying Event that is a termination of employment or reduction of hours of employment, the maximum coverage period ends 18 months after the Qualifying Event if there is not a disability extension and 29 months after the Qualifying Event if there is a disability extension.

(b) In the case of a covered Employee's enrollment in the Medicare program before experiencing a Qualifying Event that is a termination of employment or reduction of hours of employment, the maximum coverage period for Qualified Beneficiaries ends on the later of:

(1) 36 months after the date the covered Employee becomes enrolled in the Medicare program. This extension does not apply to the covered Employee; or

(2) 18 months (or 29 months, if there is a disability extension) after the date of the covered Employee's termination of employment or reduction of hours of employment.

(c) In the case of a Qualified Beneficiary who is a child born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage, the maximum coverage period is the maximum coverage period applicable to the Qualifying Event giving rise to the period of COBRA continuation coverage during which the child was born or placed for adoption.

(d) In the case of any other Qualifying Event than that described above, the maximum coverage period ends 36 months after the Qualifying Event.

12. Under what circumstances can the maximum coverage period be expanded?

If a Qualifying Event that gives rise to an 18-month or 29-month maximum coverage period is followed, within that 18- or 29-month period, by a second Qualifying Event that gives rise to a 36-months maximum coverage period, the original period is expanded to 36 months, but only for individuals who are Qualified Beneficiaries at the time of and with respect to both Qualifying Events. In no circumstance can the COBRA maximum coverage period be expanded to more than 36 months after the date of the first Qualifying Event. The Plan Administrator must be notified of the second qualifying event within 60 days of the second qualifying event. This notice must be sent to the Plan Administrator or its designee in accordance with the procedures above.

13. How does a Qualified Beneficiary become entitled to a disability extension?

A disability extension will be granted if an individual (whether or not the covered Employee) who is a Qualified Beneficiary in connection with the Qualifying Event that is a termination or reduction of hours of a covered Employee's employment, is determined under Title II or XVI of the Social Security Act to have been disabled at any time during the first 60 days of COBRA continuation coverage. To qualify for the disability extension, the Qualified Beneficiary must also provide the Plan Administrator with notice of the disability determination on a date that is both within 60 days after the date of the determination and before the end of the original 18-month maximum coverage. This notice must be sent to the Plan Administrator or its designee in accordance with the procedures above.

14. Does the Plan require payment for COBRA continuation coverage?

For any period of COBRA continuation coverage under the Plan, Qualified Beneficiaries who elect COBRA continuation coverage may be required to pay up to 102% of the applicable premium and up to 150% of the applicable premium for any expanded period of COBRA continuation coverage covering a disabled Qualified Beneficiary due to a disability extension. Your Plan Administrator will inform you of the cost. The Plan will terminate a Qualified Beneficiary's COBRA continuation coverage as of the first day of any period for which timely payment is not made.

15. Must the Plan allow payment for COBRA continuation coverage to be made in monthly installments?

Yes. The Plan is also permitted to allow for payment at other intervals.

16. What is Timely Payment for COBRA continuation coverage?

Timely Payment means a payment made no later than 30 days after the first day of the coverage period. Payment that is made to the Plan by a later date is also considered Timely Payment if either under the terms of the Plan, covered Employees or Qualified Beneficiaries are allowed until that later date to pay for their coverage for the period or under the terms of an arrangement between the Employer and the entity that provides Plan benefits on the Employer's behalf, the Employer is allowed until that later date to pay for coverage of similarly situated non-COBRA beneficiaries for the period.

Notwithstanding the above paragraph, the Plan does not require payment for any period of COBRA continuation coverage for a Qualified Beneficiary earlier than 45 days after the date on which the election of COBRA continuation coverage is made for that Qualified Beneficiary. Payment is considered made on the date on which it is postmarked to the Plan.

If Timely Payment is made to the Plan in an amount that is not significantly less than the amount the Plan requires to be paid for a period of coverage, then the amount paid will be deemed to satisfy the Plan's requirement for the amount to be paid, unless the Plan notifies the Qualified Beneficiary of the amount of the deficiency and grants a reasonable period of time for payment of the deficiency to be made. A "reasonable period of time" is 30 days after the notice is provided. A shortfall in a Timely Payment is not significant if it is no greater than the lesser of \$50 or 10% of the required amount.

17. Must a Qualified Beneficiary be given the right to enroll in a conversion health plan at the end of the maximum coverage period for COBRA continuation coverage?

If a Qualified Beneficiary's COBRA continuation coverage under a group health plan ends as a result of the expiration of the applicable maximum coverage period, the Plan will, during the 180-day period that ends on that expiration date, provide the Qualified Beneficiary with the option of enrolling under a conversion health plan if such an option is otherwise generally available to similarly situated non-COBRA beneficiaries under the Plan. If such a conversion option is not otherwise generally available, it need not be made available to Qualified Beneficiaries.

18. How is my participation in the Health Flexible Spending Account affected?

You can elect to continue your participation in the Health Flexible Spending Account for the remainder of the Plan Year, subject to the following conditions. You may only continue to participate in the Health Flexible Spending Account if you have elected to contribute more money than you have taken out in claims. For example, if you elected to contribute an annual amount of \$500 and, at the time you terminate employment, you have contributed \$300 but only claimed \$150, you may elect to continue coverage under the Health Flexible Spending Account. If you elect to continue coverage, then you would be able to continue to receive your health reimbursements up to the \$500. However, you must continue to pay for the coverage, just as the money has been taken out of your paycheck, but on an after-tax basis. The Plan can also charge you an extra amount (as explained above for other health benefits) to provide this benefit.

IF YOU HAVE QUESTIONS

If you have questions about your COBRA continuation coverage, you should contact the Plan Administrator or its designee. For more information about your rights under ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA). Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website at www.dol.gov/ebsa.

KEEP YOUR PLAN ADMINISTRATOR INFORMED OF ADDRESS CHANGES

In order to protect your family's rights, you should keep the Plan Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator or its designee.

**XI
SUMMARY**

The money you earn is important to you and your family. You need it to pay your bills, enjoy recreational activities and save for the future. Our flexible benefits plan will help you keep more of the money you earn by lowering the amount of taxes you pay. The Plan is the result of our continuing efforts to find ways to help you get the most for your earnings.

If you have any questions, please contact the Administrator.

FLEXIBLE BENEFITS PLAN

Pacific View Charter School

Employer ID NBS427238

PLAN HIGHLIGHTS

Login at: my.nbsbenefits.com



Congratulations! Pacific View Charter School has established a "Flexible Benefits Plan" to help you pay for your out-of-pocket medical expenses. The benefits you elect are paid for with a portion of your pay before Federal income or Social Security taxes are withheld. This means that you will save money by paying less taxes and have more money to spend. However, if you receive a reimbursement for an expense under the Plan, you cannot claim a Federal income tax credit or deduction on your return.

GENERAL PLAN INFORMATION

Plan Year:.....January 1st through December 31st

Maximum Health FSA Limit.....Current IRS limit \$3,200
See Code Section 125(i)(2) or current enrollment information

Maximum Dependent Care Limit:.....\$5,000

Grace Period

If you have unused contributions in your Flexible Spending Accounts from the immediately preceding plan year, you may have a limited period to incur additional qualifying FSA and/or Dependent Care expenses.

Health FSA75 days
Dependent Care (DCAP).....75 days

Deadlines to Incur Expenses on Elected Funds

Health FSA.....March 16 following Plan Year End
DCAP.....March 16 following Plan Year End

Deadlines to File for Reimbursement

Run-out Period:.....90 days

Health FSA and DCAP.....March 31 following plan year end

Mid-Year Terminations

FSA90 days following termination date
DCAP.....90 days following plan year end

Orthodontic Reimbursementas paid per service contract
Upfront payment.....not allowed

AM I ELIGIBLE TO PARTICIPATE

If you work 30 hours or more each week for the company, you will be eligible to join the Plan following your date of employment.

You will enter the Plan on the first day of the month following the day in which you meet the above eligibility requirements.

Highly Compensated & Key Employees

Under the Internal Revenue Code, "highly compensated employees" and "key employees" generally are Participants who

are officers, shareholders or highly paid. If you fall within these categories, you may be limited in the benefits or election amounts that are available to you. Please refer to your Summary Plan Description or your HR Department for more information.

WHAT TYPE OF BENEFITS ARE AVAILABLE

Under our Plan, you can choose the following benefits. Each benefit allows you to save taxes at the same time because the amount you elect is set aside on a pre-tax basis.

Health Flexible Spending Account:

The Health Flexible Spending Account (FSA) enables you to pay for expenses allowed under Section 105 and 213(d) of the Internal Revenue Code which are not covered by our insured medical plan. Your Plan Maximum can be found in the General Plan Information section.

Dependent Care Flexible Spending Account:

The Dependent Care Flexible Spending Account (DCAP) enables you to pay for out-of-pocket, work-related dependent day-care cost. Please see the Summary Plan Description for the definition of eligible dependent. The law places limits on the amount of money that can be paid to you in a calendar year. Generally, your reimbursement may not exceed the lesser of: (a) \$5,000 (if you are married filing a joint return or you are head of a household) or \$2,500 (if you are married filing separate returns); (b) your taxable compensation; (c) your spouse's actual or deemed earned income.

Premium Expense Plan:

A Premium Expense portion of the Plan allows you to use pre-tax dollars to pay for specific premiums under various insurance programs that we offer you.

Please note: Policies other than company sponsored policies (i.e. spouse's or dependents' individual policies etc.) may not be paid through the Flexible Benefits Plan. Furthermore, qualified long-term care insurance plans may not be paid through the Flexible Benefits Plan.

DETERMINING CONTRIBUTIONS

Before each Plan Year begins, you will select the benefits you want and how much of the contributions should go toward each

NBS Welfare Benefit Service Center

(855) 399-3035
service@nbsbenefits.com

Pacific View Charter School Flexible Benefits Plan

Plan Contact Person:

Lori Bentley
3670 Ocean Ranch Boulevard
Oceanside, California 92056
(760) 757-0161
lbentley@pacificview.org



Flexible Benefits Plan

Highlights Continued

benefit. It is very important that you make these choices carefully based on what you expect to spend on each covered benefit or expense during the Plan Year.

Generally, you cannot change the elections you have made after the beginning of the Plan Year. However, there are certain limited situations when you can change your elections if you have a "change in status". Please refer to your Summary Plan Description for a change in status listing.

HOW DO I RECEIVE REIMBURSEMENTS

Participant Portal or Mobile App

During the course of the Plan Year, you may submit requests for reimbursement of expenses you have incurred. Expenses are considered "incurred" when the service is performed, not necessarily when it is paid for. Claims may be submitted through your online account or the NBS Mobile App.

In order to have the reimbursements made to you for qualifying Dependent Care expenses, you must provide a statement from the service provider including the name, address, date of service, the amount of expense and proof that the expense has been incurred. In most cases, the taxpayer identification number of the service provider will also be necessary.

Claims for reimbursement must be submitted in accordance with the timelines provided in the General Plan Information section.

NBS Smart Debit Card – FSA Pre-paid MasterCard

Your employer may sponsor the use of the NBS Smart Debit Card to access your Health FSA dollars. You may use the card to pay merchants or service providers that accept credit cards, so there is no need to pay cash up front then wait for reimbursement.

Updated: 5/3/2024

NBS Welfare Benefit Service Center

(855) 399-3035
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Pacific View Charter School Flexible Benefits Plan

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8.9



Classified - Non Exempt Job Description – Administrative Assistant

Description of Position:

An Administrative Assistant performs complex administrative level office responsibilities including, but not limited to, planning, organizing, and participating in the clerical operations related to the assigned functions of the position.

This position is distinguished by the scope and complexity of work, level of technical skills and, significance of duties assigned. The work is identified as confidential and sensitive, requiring independent judgment and the ability to organize and expedite the flow of work through the office.

Essential Duties and Responsibilities include but are not limited to the following:

- Perform challenging clerical and secretarial work using considerable independent judgment and an understanding of departmental functions and procedures.
- Deadlines, meetings, and reports are constant
- Compile, verify and distribute attendance forms.
- Input, verify and correct attendance submitted by teachers.
- Input and/or oversee Student Registration using multiple Student Information System (SIS) databases.
- Audit and verify student work folders for state reporting compliance of the Master Agreements, student attendance, credits attempted/earned, signatures, and dates.
- Maintain the permanent cumulative records of PVCS students per state and federal requirements.
- Oversee incoming and outgoing student cumulative records.
- Maintain confidential student files including Special Education, 504 and Expulsion.
- Familiarity and knowledge of expulsion and IEP laws and procedures.
- Maintain the PVCS archive system of student records in compliance with state destruction guidelines.
- Prepare general correspondence, memos and directives for distribution.
- Learn rules, regulations, laws, and policies governing the school.
- Compile reports and statements requiring the use of independent judgment.
- Meet with outside agencies police, ~~eps~~ **CPS**, and probation officers, as needed.
- Maintain the confidential school log of staff alarm codes, as well as, coordinating staff access to buildings and scanning equipment.
- Perform other duties related to the position.

Education and Experience:

Four years of professional office experience, preferably including experience in a school setting; or any combination of training and/or experience that could likely provide the desired knowledge and abilities. Equivalent to completion of the twelfth grade.

Knowledge, skill, and Abilities:

- Perform a variety of confidential secretarial work that involves a high level of administrative detail and accuracy.
- Independently compose correspondence.
- Perform in situations requiring specialized knowledge, using tact and good judgment.
- Read, understand, explain and apply complex policies and material.
- Understand and carry out oral and written instructions.
- Ability to plan, organize, write with clarity and correctness
- Work cooperatively with fellow employees, staff, administrators, and parents.
- Working knowledge of rules, regulations, laws, and policies as they relate to charter schools.
- Obtain, interpret, and provide information to various parties concerning office functions, policies, and procedures.
- Understand and operate standard office equipment, including the use of advanced computer applications.

Physical Demands:

- Dexterity of hands and fingers to operate a computer keyboard
- Sitting or standing for extended periods of time
- Hearing and speaking to exchange information and making presentations
- Seeing to read a variety of materials

The amount of time for each activity varies depending on daily work load and priority schedules. Some days, sitting could occur more frequently, and on other days standing and walking could occur throughout the workday. May sit for prolonged time when completing projects; however, standing breaks are encouraged. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

Work Environment:

- School office environment
- Constant interruptions and a moderate to loud noise level

License:

Possession of a valid California Driver's License issued by the Department of Motor Vehicles.

Supervisor: Fiscal & Operations Coordinator

~~EMPLOYEE ASSIGNED TO MORENO VALLEY~~—Site Supervisor

WORK YEAR: ~~233~~ **229**

Board Approved: March 5, 2019

Amended: May 18, 2021

April 20, 2022

December 5, 2023

May xx, 2024 Effective 7/1/2024



Classified Position – Non Exempt

Job Description: Business Services Assistant I

Description of the Position:

The Business Services Assistant I position is directly responsible to the Director of Business and Operations. The Business Services Assistant I position shall, under limited supervision, perform clerical accounting and general office work related to the school's operation and accounting functions, which include, but are not limited to accounts payable, supplier set-up, supplier tax reporting, employee travel processing, attendance processing, supply ordering and mail processing.

Essential Duties and Responsibilities include, but are not limited to the following:

- Maintain a variety of business records, schedules, and files (manual and computer) for accounts payable records.
- Maintain accounts payable information including master vendor files and records
- Responsible for the set-up and maintenance of all supplier records
- Responsible for the conversion of all approved requisitions to purchase orders.
- Creation of budget approved Purchase Orders.
- Full charge responsibility for all supplier invoice verification and warrant processing including tracking of budget status of purchase orders and warrants
- Processes all supplier tax reporting – 1099s, DE542s, W9 and California Form 590
- Maintain employee in-service payment and trip conference files, verify and audit expenses, and process mileage claims.
- Process field trip payments, receipts and permission slips.
- Review and verify attendance information; reviews absences and percentage of attendance with the assistance of certificated staff when necessary.
- Research discrepancies of attendance information and/or documentation for the purpose of ensuring accuracy of attendance data before processing.
- Maintain confidential student records.
- Provide purchase records/warrant information to HR and Business Services Coordinator to create inventory records
- Responsible for supply ordering
- Perform general clerical duties that are related, but not limited to the Business Office, Front Office and Administrative Services.
- Participate in the annual student registration process.
- Responsible for front desk coverage when necessary.
- Other duties as assigned.

Requirements:

Education and Experience:

- A minimum of 2 years of previous professional office experience.
- High School Diploma or equivalent

Knowledge, Skills, and Abilities:

- Basic accounting principles and procedures.
- Modern office practices, procedures and equipment.
- An ability to plan, organize, write with clarity and correctness
- Prioritize, organize and multi-task
- Interpret, apply and explain rules, regulations, policies and procedures in regard to payables processing
- Ability to work independently and cooperatively with fellow employees, staff, administrators, and parents.
- Preparation and maintenance of current and accurate financial, and student records.
- Correct English usage, spelling, grammar, and punctuation.
- Understand and carry out oral and written instructions.
- Basic arithmetic, filing, and record keeping practices.

Physical Demands:

- Dexterity of hands and fingers to operate a computer keyboard
- Sitting or standing for extended periods of time
- Hearing and speaking to exchange information and making presentations
- Seeing to read a variety of materials
- Moderate physical exertion. Ability to lift 20 pounds maximum and carrying any object weighing up to 15 pounds.

The amount of time for each activity varies depending on daily work load and priority schedules. Some days, sitting could occur more frequently, and on other days standing and walking could occur throughout the workday.

May sit for prolonged time when completing projects; however, standing breaks are encouraged. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

Work Environment:

- School office environment
- Constant interruptions
- Deadlines, meetings and reports are constant

License:

Possession of a valid California Driver's License issued by the Department of Motor Vehicles.

Work Year: 233 **229** Days

Supervisor: Fiscal & Operations Coordinator

Board Approved: November 14, 2017

Board Amended:

September 12, 2019

April 20, 2022

December 5, 2023

May xx, 2024 effective 7/1/2024



Classified Position – Non-Exempt

Job Description: Business Services Assistant II

Description:

The Business Services Assistant II position is directly responsible to the Fiscal and Operations Coordinator. The Business Services Assistant II position shall perform highly technical clerical accounting and record keeping work related to the school's business functions which include, but are not limited to, student records, state reporting, personnel, payroll, employee benefits, training records and absence reporting.

Essential Duties and Responsibilities include, but are not limited to the following:

- Maintains attendance recordkeeping. Receives, reviews, and verifies all attendance information; reviews absences and percentage of attendance with the assistance of certificated staff when necessary.
- Research discrepancies of attendance information and/or documentation for the purpose of ensuring accuracy of attendance data before processing.
- Assists certificated staff with attendance change authorization codes when requested.
- Create, verify and submit attendance reports to Fiscal and Operations Coordinator for State Attendance Reporting
- Upload and verify multiple data files to CalPads, resolving any data error issues
- Request and obtain student SSIDs from CalPads. Input and maintain SSIDs in PVC student information system.
- Responsible for resolving data errors and monitoring the certification status of state reporting in CALPADS.
- Perform general clerical duties that are related, but not limited to the Business Office and Administrative Services.
- Work closely with the Fiscal and Operations Coordinator in order to maintain accurate student cumulative records and forms.
- Maintain confidential student records.
- Responsible for the annual Corodata offsite storage project, including processing and maintaining recordkeeping system.
- Maintain accounts payable information including master vendor files and records
- Responsible for the set-up and maintenance of all supplier records
- Responsible for the conversion of all approved requisitions to purchase orders.
- Creation of budget approved Purchase Orders.
- Responsible for full charge Accounts Payable payment processing, including supplier verifications/updates, invoice verification, warrant processing, and verification of the budget status on purchase orders and warrants.
- Processes all supplier tax reporting – 1099s, DE542s, W9 and California Form 590
- Maintain employee in-service payment and trip conference files, verify and audit expenses, and process mileage claims.
- Provide purchase records/warrant information to Fiscal and Operations Coordinator to create inventory records
- Assist Human Resources and Business Services Coordinator with confidential personnel, payroll and benefits records
- Responsible for processing and posting monthly hourly payroll.
- Assist with Employee/Vendor Benefit Reconciliations

- Assist with Employee Benefit Open Enrollment and Tax Reporting
- Maintain an employee LMS Training and Recordkeeping System
- Maintain Personnel files including I9s, HIPPA confidential documents, and employee clearance documentation
- Maintain Employee Absence Reports – including processing, posting and reconciling
- In conjunction with Chair of the School's Safety Committee – maintain and update School's Safety documentation
- Assisted with receiving of merchandise.
- Participate in the annual student registration process.
- Responsible for front desk coverage when necessary.
- Other duties as assigned.

Requirements:

Education and Experience:

- A minimum of 3 years of Accounts Payable, Pupil Attendance or CalPads Reporting experience.
- High School Diploma or equivalent.

Knowledge, Skills, and Abilities:

- Through knowledge of the Student Information System, as utilized for attendance accounting and enrollment.
- General Knowledge of state rules and regulations governing attendance accounting and automated recordkeeping systems.
- Strong Accounting and Human Resource procedure skills.
- Ability to maintain highly confidential employee personnel and benefit records.
- Thorough understanding of professional office practices, procedures and equipment.
- An ability to plan, organize and write with clarity and correctness
- Prioritize, organize and multi-task
- Ability to work independently and cooperatively with fellow employees, staff, administrators, and parents.
- Timely and accurate preparation and maintenance of personnel, payroll, employee benefit and student records.
- Interpret, apply and explain rules, regulations, policies and procedures in regard to employee absences, time reporting, benefits, and personnel matters.
- Knowledge and application of applicable labor, tax and education code.

Physical Demands:

- Dexterity of hands and fingers to operate a computer keyboard
- Sitting or standing for extended periods of time
- Hearing and speaking to exchange information and making presentations
- Seeing to read a variety of materials
- Moderate physical exertion. Ability to lift 20 pounds maximum and carrying any object weighing up to 15 pounds.

The amount of time for each activity varies depending on daily work load and priority schedules. Some days, sitting could occur more frequently, and on other days standing and walking could occur throughout the workday. May sit for prolonged time when completing projects; however, standing breaks are encouraged. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

Work Environment:

School office environment

Constant interruptions

Deadlines, meetings and reports are constant

Work Year: ~~233~~ **229** Days

Supervisor: Fiscal & Operations Coordinator

Board Approved: September 12, 2019

Board Revised: April 20, 2022

December 05, 2023

May xx, 2024 Effective 7/1/2025



Administration - Exempt

Job Description: Director of Business & Operations

Description of Position:

The Director of Business & Operations is directly responsible to the Executive Director for the administration of the budget, fiscal planning, purchasing, accounting, attendance, payroll, personnel, facilities, and other general business and central office related functions. The Director of Business & Operations will be a member of the Executive Director's Leadership Team.

Essential Duties and Responsibilities include, but are not limited to the following:

- Provides sound fiscal management services to the school in accordance with approved policies, procedures, and practices; ensures appropriate monitoring and maintenance protocol.
- Responsible for budget development, control, and long-range financial planning
- Research the availability of alternative funding sources.
- Create and maintain General Ledger
- Responsible for the assignment and management of the government account code structure.
- Responsible for internal and external audit preparation and completion.
- Ensure the Annual Audit is completed and resolution of any findings are done
- Completion of SB740 document within the State timeline.
- Oversight responsibility for all SELPA required Special Education reporting
- Responsible for the development and submission of financial and attendance reports.
- Serve as a resource in the area of proposed and current legislation pertaining to charter schools.
- Assist the Executive Director in facilitating and implementing the School's Charter, Memorandums of Understanding and other guidelines of the School.
- Develop and maintain regular contact with County Office of Education and Sponsoring District Personnel.
- Meet with outside agencies which include law enforcement, Child Protective Services, and Probation Officers as required.
- Assist with development and maintenance of School policies and procedures.
- Assist employees in the coordination and completion of central office activities and protocols.
- Supervise office personnel, assigning and reviewing the work of clerical staff and HR & Business Services Coordinator

- Oversee and supervise the accounts payable - requisition and purchase order processing, accounts receivable, attendance, payroll, personnel and other Central Office functions
- Oversee and supervise the salary and fringe benefits program, including leaves, FMLA, medical and dental benefits, unemployment and worker's compensation.
- Oversee and supervise the maintenance of personnel records
- Responsible for Brown Act compliance.
- Act as Recording Secretary for PVCS Board of Trustees receiving and transcribing confidential dictation, attend meetings and prepare minutes for distribution.
- Responsible for preparation of Board packet with the assistance of the Technology Technician.
- Maintain or cause to be maintained all records and files of the School.
- Establish and maintain internal accounting records and files.
- Develop and maintain record retention policies, procedures and practices.
- Oversee and participate in all maintenance and safety aspects of the facility.
- Assist in the planning, maintenance, and development of the School.
- Oversee the development and maintenance of the School Safety Plan and be an active participant in Safety Committee.
- Maintain or cause to be maintained the student attendance records of the School, including student files, records and transcripts.
- Attend necessary conferences, Charter School Business Manager meetings, Leadership, Marketing, Safety and Special Events Committee meetings and other internal and external meetings as assigned by the Executive Director.
- Serve as a resource in administrative areas to the Executive Director.
- Maintain the Executive Director's calendar, travel, conference arrangement and meetings schedule.
- Serve as Liaison for the Oceanside and Moreno Valley Property Associations.
- Perform other duties as assigned by the Executive Director

Requirements:

Education and Experience:

Any combination of education, training and/or experience equivalent to:

- A Bachelor's degree with emphasis in accounting, economics or finance
- Four (4) years of increasingly responsible school experience in the State of California, which includes three (3) years of experience managing personnel

Knowledge, Skills, and Abilities:

- Ability to plan, organize, write with clarity and correctness and work cooperatively with fellow employees, staff, administrators, and parents.
- Working knowledge of rules, regulations, laws, and policies as they relate to charter schools.
- Perform a variety of detail-oriented administrative duties.
- Maintain complex, confidential or sensitive information and files.
- Perform in situations requiring specialized knowledge, using tact and good judgment.

Physical Demands:

- Dexterity of hands and fingers to operate a computer keyboard
- Sitting or standing for extended periods of time
- Hearing and speaking to exchange information and making presentations
- Seeing to read a variety of materials
- The amount of time for each activity varies depending on daily work load and priority schedules. Some days, sitting could occur more frequently, and on other days standing and walking could occur throughout the workday. May sit for prolonged time when completing projects; however, standing breaks are encouraged
- Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions

Work Environment:

- School office environment
- Constant interruptions
- Evening or variable hours

Reasoning Ability:

- Prioritize, organize, and multi task.
- Set high-level goals, develop long-range plans, problem-solve, lead and accept personal accountability for moving in the direction of the Executive Director's goals.
- Coach and mentor staff using a reflective approach and dialogue to work collaboratively with other administrative leaders in carrying out the work of the School.
- Interpret, apply and explain rules, regulations, policies and procedures.
- Prepare comprehensive narrative and statistical reports.
- Perform under demanding, often stressful and varied work schedules with the ability to remain flexible and focused with interruptions and distractions.

License:

Possession of a valid California Driver's License issued by the Department of Motor Vehicles

Supervisor: Executive Director

WORK YEAR: ~~248~~ **244 days**

Board Approved: February 18, 2014

Board Revised: February 17, 2015

January 18, 2022

March 15, 2022

May xx, 2024 effective 7/1/2024



Certificated Job Description - Director of Curriculum and Instruction (Exempt)

Description of Position:

The Director of Curriculum and Instruction is directly responsible to the Executive Director and assumes responsibility for leadership of all phases of curriculum and instruction for Pacific View. The Director of Curriculum and Instruction will be a member of the Executive Director's Leadership Team and ensure that curriculum and instructional practices meets educational expectations, state standards and graduation requirements.

Essential Duties and Responsibilities include but are not limited to the following:

- Supervises the development of curriculum, including the implementation and monitoring of new programs.
- Collaborate with the Director of Student Services to oversee Instructional Practices within school wide Instructional Framework.
- Oversee and direct instructional coaching for certificated staff and provide input to the Lead Teachers/Site Supervisor for the evaluation of certificated staff.
- Supervises and evaluates certified and classified personnel as assigned by the Executive Director.
- Coordinate professional development in curriculum, technology, and instruction.
- Chair Curriculum Committee and meet with various committees to monitor curriculum efficacy and development.
- Oversee and maintain all curricular technology including online instructional programs and the school's Learning Management System.
- Oversee the development of up-to-date technology plan.
- Research trends in the use of educational technology on a continuous basis that can be implemented school wide.
- Organize and monitor school wide performance data including local and state assessments and grades and develop reports based on data analysis.
- Organize and coordinate Professional Learning Community (PLC) activities.
- Plan and direct the piloting, evaluation and selection of K-12 textbooks, instructional materials and curriculum.
- Provide leadership to administration and staff in the use of student assessments and test data to define specific student performance standards for academic achievement in content areas throughout the school.
- Collaborate with appropriate staff to support the instructional practices of Supervisory Teachers, ensuring that student with IEPs, 504s, and SSTs are receiving appropriate modifications and accommodations.
- Serve as the administrator for IEPs, SSTs, 504 and other meetings as needed.

- Coordinate and organize standardized testing in close collaboration with the Director of Student Services.
- Attend High School, Special Education, and K-8 weekly meetings to monitor curriculum and instructional practices to ensure alignment with state standards.
- Attends parent/community meetings, board meetings and school meetings and makes presentations as appropriate.
- Maintain and monitor school curriculum budget.
- Performs other duties as assigned.
- Work toward team and school goals.

Requirements:

Education and Experience:

- Valid California Teaching Credential
- Valid Administrative Credential or willingness to enroll in a program to obtain Administrative credential within two years of employment.
- Minimum of three years teaching experience and experience in educational leadership

Knowledge, Skills, and Abilities:

- An ability to plan, organize, write with clarity and correctness and work cooperatively with fellow employees, staff, administrators, and parents.

Physical Demands:

- Dexterity of hands and fingers to operate a computer keyboard
- Sitting or standing for extended periods of time
- Hearing and speaking to exchange information and making presentations
- Seeing to read a variety of materials

The amount of time for each activity varies depending on daily work load and priority schedules. Some days, sitting could occur more frequently, and on other days standing and walking could occur throughout the workday. May sit for prolonged time when completing projects; however, standing breaks are encouraged. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

Work Environment:

- School office environment in a moderate-to-loud noise level
- Constant interruptions
- Evening or variable hours

Reasoning Ability:

- Prioritize, organize, and multi task.
- Set high-level goals, develop long-range plans, problem-solve, lead and accept personal accountability for moving in the direction of the Executive Director's goals.
- Coach and mentor staff using a reflective approach and dialogue to work collaboratively with other administrative leaders in carrying out the work of the School.
- Interpret, apply and explain rules, regulations, policies and procedures.
- Prepare comprehensive narrative and statistical reports.
- Perform under demanding, often stressful and varied work schedules with the ability to remain flexible and focused with interruptions and distractions.

License:

- Possession of a valid California Driver's License issued by the Department of Motor Vehicles.

Supervisor: Executive Director**WORK YEAR:** ~~248~~ **244** Days

Board Approved: May 15, 2012

Amended: February 19, 2013

February 18, 2014

February 17, 2015

June 18, 2019

February 16, 2022

July 18, 2023

May xx, 2024 Effective 7/1/2024



Certificated Job Description - Director of Student Services Exempt

Description of Position:

The Director of Student Services is directly responsible to the Executive Director and assumes responsibility for leadership in the areas of Student Discipline, Assessment, Data Analysis, RTI, Student Achievement and Student and Staff Professional Growth. The Director of Student Services will be a member of the Executive Director's Advisory Team.

Essential Duties and Responsibilities include but are not limited to the following:

- Work collaboratively with the Executive Director to develop, implement and maintain the most effective Response to Intervention program and school culture.
- Provide leadership in determining goals and objectives related to student and staff achievement.
- Provide input to Lead Teacher for evaluation of Certificated Staff.
- Lead staff development in student services, behavior management, and instruction.
- Examine student achievement data and prescribe improvement initiative for school.
- Coordinate and facilitate the planning and implementation of staff development programs.
- Provide leadership to administration and staff in the use of student assessments and test data to define specific student performance standards for academic achievement in content areas throughout the School.
- Assist in establishing and maintaining standards of student behavior needed to provide an organized, productive student-learning environment.
- Conduct meetings to address student and parent concerns.
- Observe certificated staff classrooms to ensure students are receiving effective instruction.
- Oversee workshop class sizes and coordinate master schedule.
- Supervise and evaluate Instructional Aides, Lead Instructional Aide/Student Support Assistant and K-12 instructional interventions.
- Assist with standardized testing in close collaboration with Director of Curriculum and Lead Teachers.
- Collaborate with Education Specialists, School Psychologist and Site Based Counselor to support the instructional practices of Supervisory Teachers, ensuring that students with IEPs, 504s, and SSTs are receiving appropriate modifications and accommodations.
- Collaborate with the Director of Curriculum to oversee Instructional Practices within school wide Instructional Framework.
- Attend K-8 weekly meetings to evaluate student progress in math and reading.
- Plan and direct the piloting, evaluation and selection of student assessment program software.

- Coordinate site's programs with regional, state and federal requirements/guidelines and oversee compliance with all applicable rules and regulations.
- Serve as Homeless and Foster Youth Liaison and monitor the progress of students on probation.
- Plan, organize and implement RTI (Response to Intervention) Program.
- Organize and Coordinate Professional Learning Community (PLC)
- Oversee the ELPAC and identify and assess all English Learners grades K-12
- Attend parent/community meetings, board meetings and school meetings and make presentations as appropriate.
- Perform other duties related to the position.
- Work toward team and school goals

Requirements:

Education and Experience:

- Valid California Teaching Credential
- Minimum of three years teaching experience and workshop presentation experience in educational leadership.
- Administrative Credential preferred

Knowledge, Skills, and Abilities:

- An ability to plan, organize, write with clarity and correctness and work cooperatively with fellow employees, staff, administrators, and parents.

Physical Demands:

- Dexterity of hands and fingers to operate a computer keyboard
- Sitting or standing for extended periods of time
- Hearing and speaking to exchange information and making presentations
- Seeing to read a variety of materials

The amount of time for each activity varies depending on daily work load and priority schedules. Some days, sitting could occur more frequently, and on other days standing and walking could occur throughout the workday. May sit for prolonged time when completing projects; however, standing breaks are encouraged.

Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

Work Environment:

- School office environment in a moderate-to-loud noise level
- Constant interruptions
- Evening or variable hours

Reasoning Ability:

- Prioritize, organize, and multi task.
- Set high-level goals, develop long-range plans, problem-solve, lead and accept personal accountability for moving in the direction of the Executive Director's goals.
- Coach and mentor staff using a reflective approach and dialogue to work collaboratively with other administrative leaders in carrying out the work of the School.
- Interpret, apply and explain rules, regulations, policies and procedures.
- Prepare comprehensive narrative and statistical reports.
- Perform under demanding, often stressful and varied work schedules with the ability to remain flexible and focused with interruptions and distractions.

License:

- Possession of a valid California Driver's License issued by the Department of Motor Vehicles.

Supervisor: Executive Director

WORK YEAR: 248 **248**

Board Approved: May 15, 2012

Amended: February 19, 2013
February 18, 2014
February 17, 2015
June 19, 2019

May xx, 2024 effective 7/1/2024



Administration - EXEMPT

Job Description: Executive Director

Description of Position:

The Executive Director is directly responsible to the Governing Board, and supervises all school operations in accordance with Board policies. The Executive Director may delegate appropriate powers and duties so that operational decisions can be made at various levels. The Executive Director is responsible for the execution of these powers and duties and will establish administrative regulations as needed to manage the school.

Duties related to the Board:

- Attends, participates and serves as secretary in all meetings of the Governing Board
- Advises the Board on the need for new, and the revision of, policies, and makes policy recommendations.
- Submits to the Board recommendations relative to all matters requiring Board action, together with the materials needed for informed decisions.
- Reports periodically on all school operations.
- Secures legal opinions when needed.
- Submits staff members' communications to the Board or to Board committees at regular Board meetings, with or without recommendations.
- Communicates relevant and timely information to the board.

Duties related to the Staff:

- Coordinate the work of all educators and volunteer staff.
- Directs the employment and assignment of administrative staff and coordinates administrative staff activities.
- Selects and recommends to the Board the best qualified and most competent candidates for employment, in accordance with non-discrimination policy and affirmative action plans.
- Advises the Board regarding the leave, classification, resignation, promotion, suspension or dismissal of school employees.
- Assigns personnel within the school in accordance with Board Policy.
- Arranges for the evaluation of each staff member and identifies appropriate opportunities for continued professions development.
- Maintains appropriate channels of communication within the school and ensures that staff is informed about relevant federal, state and county laws, school policies, regulations and procedures, and matters related to the improvement and welfare of the school.

Duties related to the Students and the Educational Program:

- Enforces all applicable Independent Study Charter Laws.
- Continuously observes the instructional program in the school and provides the Board with regular evaluations of school programs and student progress.
- Together with staff, studies the curriculum and makes recommendations to the Board regarding the courses of study, major changes in texts and time schedules, and potentially sound innovative programs.
- Apprises the Board of contemporary educational practices and related legislative issues which he/she discovers by reading, attending professional conferences and visiting other school systems.
- Under appropriate circumstances, recommends to the Board a student's suspension or expulsion.

Duties related to Non-Instructional Operations:

- Assisted by the Director of Central Office and Finance, seeks and identifies sources of income and funding.
- Assisted by the Director of Central Office and Finance, submits to the Board periodic financial and budgetary reports which identify the school's obligations.
- Assisted by the Director of Central Office and Finance, annually prepares and submits to the Board the school's budget for the upcoming year, revises this budget, or takes other related action as the Board designates.
- Approves all expenditures in accordance with Board policy and within Board-approved appropriation limits.
- Makes recommendations to the Board regarding the maintenance, safety, improvement and/or expansion of facilities, sites, equipment and transportation services.
- Develops instructions and regulations governing the use and care of school properties for school purposes.
- Acts with sole discretion if an emergency action is necessary, in any matter not covered by Board Policy and reports such action to the Governing Board as soon as possible.

Duties related to the Community:

- Represents and advocates for the Board in relationships with city, county, and state governments, private agencies, and the school community.
- Sees that the community is informed about school matters through appropriate informational materials.
- Participates in appropriate community organizations and functions to obtain support for the attainment of school goals.
- Hears complaints against the school and resolves controversies between employees and students or parents/guardians.

Requirements:**Education and Experience:**

- Master's degree in education, administration, or other relevant area.
- Valid California Teaching Credential
- Administrative Services Credential (Preferred) – Certificate of Eligibility (Minimum)
- Four (4) years' experience as a classroom teacher and other adjunct duties of increasingly responsible and varied administrative tasks in a school environment.

Knowledge, Skills, and Abilities:

- Comprehensive knowledge of all applicable Independent Study Charter Laws.
- An ability to plan, organize, write with clarity and correctness
- Work cooperatively with fellow employees, staff, administrators, and parents

Physical Demands:

- Dexterity of hands and fingers to operate a computer keyboard
- Sitting or standing for extended periods of time
- Hearing and speaking to exchange information and making presentations
- Seeing to read a variety of materials

The amount of time for each activity varies depending on daily work load and priority schedules. Some days, sitting could occur more frequently, and on other days standing and walking could occur throughout the workday. May sit for prolonged time when completing projects; however, standing breaks are encouraged.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

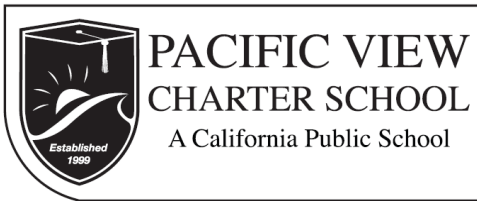
Work Environment:

- School office environment in a moderate-to-loud noise level
- Constant interruptions
- Evening or variable hours

Work Year: 244 days

Board Approved: April 19, 2004.

Board Amended: ~~Effective July 1, 2022~~ Board Approved: November 17, 2021 effective 7/1/2022
~~May xx, 2024 effective 7/1/2024~~



Classified Confidential - Exempt

Job Description: Fiscal & Operations Coordinator

Description of Position:

The Fiscal & Operations Coordinator, in coordination with the school's Back Office service provider, is directly responsible to the Executive Director for the administration of the budget, fiscal planning, purchasing, accounting, facilities and oversight of attendance, payroll, personnel, and other general business and central office related functions. The Fiscal & Operations Coordinator will be a member of the Executive Director's Leadership Team.

Essential Duties and Responsibilities:

Fiscal Services

- Active processing of Budget, General Ledger, Revenue entries within the Accounting System
- Develop and maintain regular contact with the PVCS Back Office service provider, County Office of Education and Sponsoring district's Personnel to assure timely and accurate processing of financial reports
- Responsible for overseeing budget development, control and long-range financial planning
- Active Processing and submission of Special Education reporting requirements.
- Oversee and supervise the accounts payable - requisition and purchase order processing.
- Oversee and supervise accounts receivable processing
- Responsible for the reconciliation of all bank statements
- Assist in the completion of the Annual Audit

Facilities & Maintenance Administration

- Plan, organize and coordinate facilities maintenance program
- Create and maintain Annual Budget and Purchase Orders for Maintenance and Operations Cost Center
- Prepare bid packets based on the use of legally compliant bid templates for professional services provided by architects, consultants and contractors
- Review contracts and/or bids for the purpose of ensuring vendor compliance with regulatory responsibilities
- Initiate bidding process, calendared project and track progress and payments
- Serve as liaison for all construction, modernization, maintenance and/or facilities improvement projects
- Serve as a liaison for Venture Commerce Center and Moreno Valley Property Owners Associations
- Negotiate contract pricing for the purchasing and/or leasing of Business Equipment
- Maintain Material Safety Data Sheets (MSDS)

Board of Trustee / Executive Director

- Prepare each board packet for PVC Board of Trustee meetings
- Act as Recording Secretary for the PVC Board of Trustees receiving and transcribing confidential dictation, attend meetings and prepare minutes for distribution
- Responsible for Brown Act compliance

- Collect and maintain Form 700 submissions for required staff and board members
- Assist with the completion of the LCAP
- Serve as a resource in the area of proposed and current legislation pertaining to charter schools
- Research the availability of alternative funding sources
- Assist the Executive Director in facilitating and implementing the School's Charter, Memorandums of Understanding and other guidelines of the School
- Assist with the development and maintenance of school policies and procedures
- Attend necessary conferences Charter School Business Manager meetings, Leadership and other external and internal meetings as assigned by the Executive Director
- Serve as a resource in administrative areas to the Executive Director

Attendance / Student Services Oversight

- Oversee Cal Pads and attendance reporting
- Maintain or cause to be maintained the student attendance records of the School including student files, transcripts and records

Human Resources Oversight

- Oversight and Supervision of the HR Coordinator's processing of Payroll including leaves, FMLA/CFRA, Salary Schedules and Job Descriptions
- Oversight and Supervision of the HR Coordinators processing of Fringe Benefits including health care benefits, unemployment and workers compensation.
- Oversight and Supervision of HR Coordinators maintenance of personnel records

Central Office Oversight

- Oversight and Supervision of office personnel, assigning, reviewing work and evaluation of clerical staff and Business Services Personnel
- Assist employees in the coordination and completion of central office activities and protocols
- Develop and maintain record retention policies, procedures and practices
- Perform other duties as assigned by the Executive Director

Requirements:

Education and Experience:

Any combination of education, training and/or experience equivalent to:

- A Bachelor's degree with emphasis in accounting or finance
- Four (4) years of increasingly responsible school experience in the State of California, which includes three (3) years of experience managing personnel

Knowledge, Skills, and Abilities:

- Ability to plan, organize, write with clarity and correctness and work cooperatively with fellow employees, staff, administrators, and parents.
- Working knowledge of rules, regulations, laws, and policies as they relate to charter schools.
- Perform a variety of detail-oriented administrative duties.
- Maintain complex, confidential or sensitive information and files.
- Perform in situations requiring specialized knowledge, using tact and good judgment.

Physical Demands:

- Dexterity of hands and fingers to operate a computer keyboard
- Sitting or standing for extended periods of time

- Hearing and speaking to exchange information and making presentations
- Seeing to read a variety of materials
- The amount of time for each activity varies depending on daily work load and priority schedules. Some days, sitting could occur more frequently, and on other days standing and walking could occur throughout the workday. May sit for prolonged time when completing projects; however, standing breaks are encouraged
- Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions

Work Environment:

- School office environment
- Constant interruptions
- Evening or variable hours

Reasoning Ability:

- Prioritize, organize, and multi task.
- Set high-level goals, develop long-range plans, problem-solve, lead and accept personal accountability for moving in the direction of the Executive Director's goals.
- Coach and mentor staff using a reflective approach and dialogue to work collaboratively with other administrative leaders in carrying out the work of the School.
- Interpret, apply and explain rules, regulations, policies and procedures.
- Prepare comprehensive narrative and statistical reports.
- Perform under demanding, often stressful and varied work schedules with the ability to remain flexible and focused with interruptions and distractions.

License:

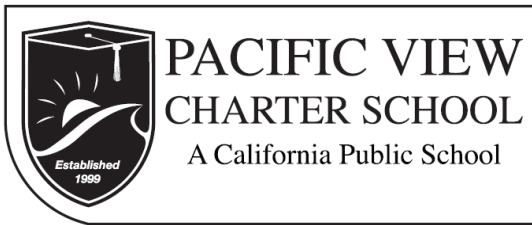
Possession of a valid California Driver's License issued by the Department of Motor Vehicles

Supervisor: Executive Director

WORK YEAR: 248 244 days

Board Approved: April 18, 2023

Board Revised: May xx, 2024 effective 7/1/2024



Classified Position – Non Exempt

Job Description: Hourly Special Education Instructional Aide

Description of Position:

Provides assistance under the immediate supervision of the Special Education Coordinator in providing instruction to individuals or small groups with special needs, monitors and reports student progress regarding behavior and performance.

Essential Duties and Responsibilities include, but are not limited to the following:

- Provide direct services to participating students under the direction of certificated staff to reinforce language development, reading, and/or math skills.
- Prepare copies of instructional material and other documents as directed.
- Provide individual or small group reinforcement skills within the learning environment.
- Participate in teacher/aide activities and instructional planning with teacher.
- Work closely with the Certificated Special Education Teacher in order to maintain accurate student records, attendance and files.
- Understand the function of the computerized educational software.
- Greet parents and students.
- Development of positive self-concept in students with special needs.
- May assist students with dressing, standing, toileting, feeding and grooming as per IEP accommodations.
- Monitor and assists in the remediation of specific learning problems and conditions.
- Provides a variety of skill building activities with students who have special needs.
- Monitor administration of student testing.
- Confers frequently with certificated staff, psychologist and other professional staff concerning students' progress.
- Oversees and supervises students during classroom activities and field trips.
- Participates in school in-service educational activities and professional development.
- Operating knowledge of special education equipment and basic computer software.
- Other duties as assigned.

Requirements

Education and Experience:

- High School Diploma or equivalent.
- Completion of college-level course work in general subject areas such as Math, Science, and English
- Work experience in a special education environment highly desirable.

Knowledge, Skills and Abilities:

- Possess the skill set necessary to tutor students across multiple grade levels and subjects
- Ability to follow and apply general school policies and procedures during interaction with students and staff.
- Understand and utilize technology for education purposes
- Strong written and verbal communication skills
- Correct English usage, spelling, grammar and punctuation.
- Ability to understand and carry out written and oral instructions
- Maintain cooperative and effective working relationships with students, fellow employees, staff, and administrators.
- Proficient knowledge of current office practices, procedures and equipment

Physical Demands:

- Dexterity of hands and fingers to operate a computer keyboard.
- Sitting or standing for extended periods of time.
- Hearing and speaking to exchange information and making presentations.
- Seeing to read a variety of materials.
- Moderate physical exertion. Ability to lift 20 pounds maximum and carrying any object weighing up to 15 pounds.
- *Ability to walk and access all areas of the School.*
- Exercise physical control over students who are acting out and/or offer physical assistance to students who might be themselves physically impaired.

The amount of time for each activity varies depending on daily work load and priority schedules. Some days, sitting could occur more frequently, and on other days standing and walking could occur throughout the workday. May sit for prolonged time when completing projects; however, standing breaks are encouraged. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

Work Environment:

- School environment
- The noise level in the work environment is usually moderate
- Constant interruptions
- Daily deadlines, meetings and reports

- Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

WORK YEAR: ~~Hourly Position~~ — **Classified 208 days**

SUPERVISOR: Special Education Coordinator
EMPLOYEE ASSIGNED TO MORENO VALLEY – Site Supervisor

Board Approved: May 25, 2018

Board Revised: November 19, 2019

May 18, 2021

May xx, 2024 effective 7/1/2024



Certificated - Hourly Job Description: Part-Time Speech and Language Pathologist

Description of Position:

The Speech and Language Pathologist is directly responsible to Special Education Coordinator. The Speech and Language Pathologist shall provide services at school sites. Services to include direct services, including evaluation and therapy to students with speech requirements and language needs, as well as consultation with staff and parents regarding optimum strategies for maximizing curricular success.

Essential Duties and Responsibilities include but are not limited to the following:

- Administer and coordinate diagnostic, therapeutic and consultative functions relative to communication disorders evaluation.
- Consult with teachers and parents regarding speech and language development.
- Consult with parents regarding methods parent can use at home to help their child with communication disorder.
- Develop and administer a speech and language therapy program consistent with the needs of student and according to establish IEP goals.
- Work collaboratively with Administration on assessment, test data, and response to intervention.
- Provide Speech and Language screening services.
- Participate in IEP and Student Success Team pertinent to students with speech and language issues.
- Assist in the development of IEP goals in relation to Speech and Language.
- Evaluate student progress in the Speech and Language program and communicate with parents, teachers and administration.
- Evaluate, in conjunction with other professionals, as necessary the effects of speech, language and hearing disorder on a pupil's educational performance and academic achievement.
- Conduct regular therapy sessions, individual and groups; prepare the goals as part of the Speech Therapy Report on each student scheduled for therapy.
- Communicate and coordinate the speech and language program with teachers, resource staff, and administration.
- Develop schedules related to student services.

- Provide training for students with hearing impairments in the effective use of residual hearing, skillful use of amplified sound speech reading skills, and effective use of visual environmental cues.
- Maintain student records and attendance reporting as required.
- Prepare individual case file on each student and those considered for therapy, including Special Language reports.
- Participate in the completion of Special Education reports and request for information.
- Consult with community agencies, medical personnel, parents and other professionals, and acts as a liaison among these groups for children with communicative disorders.
- Attend staff, school, county and other meetings as necessary.
- Other duties as assigned.

Requirements:

Education and Experience:

- Valid California Speech Language Pathology Services Credential and/or
- Clinical or Rehabilitative Services – Language Speech & Hearing Credential
- IEP/SST/504 experience preferred
- Valid California Drivers License

Knowledge, Skills, and Abilities:

An ability to plan, organize, write with clarity and correctness and work cooperatively with fellow employees, staff, administrators, and parents.

Physical Demands:

- Dexterity of hands and fingers to operate a computer keyboard
- Sitting or standing for extended periods of time
- Hearing and speaking to exchange information and making presentations
- Seeing to read a variety of materials

The amount of time for each activity varies depending on daily work load and priority schedules. Some days, sitting could occur more frequently, and on other days standing and walking could occur throughout the workday. May sit for prolonged time when completing projects; however, standing breaks are encouraged. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

Work Environment:

School office environment
Constant interruptions and a moderate noise level
Evening or variable hours

Reasoning Ability:

Prioritize, organize, and multi task. Set appropriate goals, problem-solve, accept personal accountability for moving in the direction of the Executive Director's goals. Interpret, apply and explain rules, regulations, policies and procedures. Assist in the preparation of comprehensive narrative and statistical reports. Perform under demanding, often stressful and varied work schedules with the ability to remain flexible and focused with interruptions and distractions.

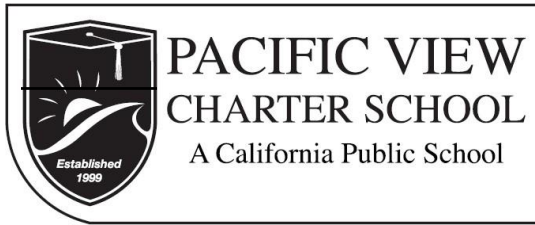
Work Year: 492 **188** Days

Supervisor: Special Education Coordinator

Board Approved: April 16, 2019

Revised: June 18, 2019

May xx, 2024 effective 7/1/2024



Certificated Position – Non-Exempt

Job Description: HOURLY SUPERVISORY TEACHER

Description Of Position:

Supervisory teachers at Pacific View Charter School are responsible for ensuring the success of our students. During weekly meetings between the teacher, student and learning coach (parent/guardian), our teachers discuss and assist students in the completion of their weekly assignments, monitor their progress, and grade the student's completed work. Teachers also provide direct instruction to students through workshops, synchronous learning and virtual sessions.

- Teachers are required to maintain subject matter expertise and complete knowledge of the California state standards.
- The Supervisory Teacher will design high quality engaging lessons with a focus on collaborative learning that support the development of higher order thinking skills and promote a growth mindset.
- Teachers are expected to support the PVCS Code of Conduct, as well as, utilize the school's resources to support the social emotional needs of their students

Essential Duties and Responsibilities include, but are not limited to the following:

- Develop Personalized Learning Plans for each student, encompassing the expected standards of each particular student's progress and communicating the expectation of high standards and learning goals.
- Plan and implement lessons that provide students with opportunities to develop communication and collaboration skills.
- Deliver instruction in a variety of ways and modalities, including whole class, individual, small group and virtual settings.
- Meet frequently with students and parents to:
 - o Provide Instruction
 - o Collect, review, and grade work
 - o Discuss the current work samples
 - o Complete lesson plans for upcoming week as needed
 - o Complete attendance record
 - o Distribute educational material when appropriate
 - o Notify parents and students of school-related updates-
- Maintain open communication with both students and parents, and be available to students in need of assistance.
- Maintain professional competence, subject matter expertise and complete knowledge of the California state standards, through participation in in-service educational activities provided by the School and/or self-directed professional growth activities.
- Design and teach high quality engaging lessons as well as modify existing curriculum to create a personalized learning plan for each student.
- Maintain accurate and up-to-date independent study files for each student, documenting all communication made with students and parents.
- Ensure appropriate classroom behavior expectations are followed.
- Support the PVCS Code of Conduct as well as utilize the school's resources to support the social emotional needs of their students.

- Follow-up with students who are not meeting expectations and with students who require more challenging material through the Student Success Team Process (SST).
- Suggest appropriate instructional techniques that involve and motivate students.
- Administer group standardized tests in accordance with the State testing program.
- Be a contributing member of the staff, participate in Professional Learning Community meetings, and work as part of a team toward school goals.
- Stay up-to-date on curriculum content and “best practices”.
- Serve on at least one committee throughout the school year.
- Other duties as assigned.

Requirements:

Education and Credential:

- A baccalaureate or higher degree, from a regionally accredited college or university
- A valid California Teaching Credential.

Knowledge, Skills & Abilities:

- Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists.
- Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.
- Ability to utilize a variety of technology tools including those to manage student information, analyze data and design instructional opportunities for students.

Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

Physical Demands:

- Dexterity of hands and fingers to operate a computer keyboard.
- Sitting or standing for extended periods of time.
- Hearing and speaking to exchange information and making presentations.
- Seeing to read a variety of materials.

Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

Work Environment:

School office environment.

Constant interruptions.

Evening or variable hours.

Salary:

Hourly per Certificated salary schedule placement

WORK YEAR:

As per the salary schedule

SUPERVISOR: Lead Teacher

Board Approved: September 20, 2016

Board Amended: September 16, 2021

July 18, 2023

May xx, 2024 Effective 7/1/2024



Confidential Classified – **Exempt**

Job Description: **Human Resources & Business Services Coordinator**

Description of Position:

The Human Resources & Business Services Coordinator is directly responsible to the Fiscal & Operations Coordinator for a variety of complex accounting and statistical business office related functions. Areas of responsibility include, but are not limited to payroll, employee benefits, personnel, workers compensation, budget reconciliation and other general business and related functions of the school. The Human Resources & Business Services Coordinator will be expected to attend safety committee and board meetings.

Essential Duties and Responsibilities include, but are not limited to the following:

- Perform a variety of Certificated and Classified Personnel processing responsibilities, including employee transactions, HR systems, maintenance of personnel and benefit files, employee onboarding, and personnel action forms.
- Place recruitment postings, screen applicants for employment eligibility and arrange the interview process.
- Serves as point of contact for human resource audits, subpoenas, public records requests, and human resource/benefit issues.
- Credential processing
- Responsible for the review, maintenance and submission of CTC California Statewide Assignment Accountability System (CalSAAS) Annual Report. Resolving exceptions with appropriate determinations.
- CTC misconduct submissions.
- Prepare and submit annual State Controller's Government Compensation Report
- STRS/PERS audit administration.
- Oversight of hourly payroll and school-wide leave processing
- In conjunction with the Fiscal & Operations Coordinator, facilitate annual review of employee benefits and renewal rate negotiations
- Process and maintain benefits, COBRA, unemployment and leave administration - Family Medical Leave Act (FMLA), California Family Rights Act (CFRA), and Pregnancy Disability Leave PDL
- Coordinate Employee Benefits Open Enrollment, maintain employee benefits changes, reconcile monthly benefits vendor billings, and prepare annual IRS compliance reporting for Cafeteria 125 account.
- Assure Affordable Care Act (ACA) compliance
- Process workers compensation claims, and student injury reports.
- Process employee injury reports, assist with appropriate follow up, documentation and care of employee.

- Serves as School's Representative for Fringe Benefit Consortium, Payroll, Workers' Compensation, Benefits, and Credentialing, PeopleSoft HCM, and other meeting as assigned by Executive Director and/or Fiscal & Operations Coordinator.
- Prepare Annual Staff Retention Report
- Audit and reconcile budget adjustments
- Work closely with the Fiscal & Operations Coordinator to reconcile budget with personnel information.
- Responsible for bank statement reconciliations of all Non-General Fund bank accounts.
- Assist in the completion of the school's Annual Audit.
- Cross train on FSCM PeopleSoft processing including but not limited to Accounts Payable, Buyer, Supplier Administration, to assure continued processing and prevention of work stoppage.
- Prepare miscellaneous reports; maintain meeting records, and perform a variety of high-level accounting and statistical record keeping functions.
- Document, process, and maintain multiple databases for monthly payroll, benefits, and personnel records
- Serves on the Safety Committee
- Perform other duties as assigned by the Executive Director and/or Fiscal & Operations Coordinator
- Work toward team and school goals.

Requirements:

Education and Experience:

Any combination of education, training and/or experience, equivalent to an Associate's degree with emphasis in accounting, economics or finance or five (5) years of experience which include at least three (3) years of payroll experience.

Knowledge, Skills, and Abilities:

Experience in use of technology for preparation and maintenance of accounting, data, and other business-related information.

An ability to plan, organize, write with clarity and correctness and work cooperatively with fellow employees, staff, administrators, and parents.

Perform a variety of difficult financial and statistical record keeping. Maintain complex, confidential or sensitive information and files.

Perform in situations requiring specialized knowledge, using tact and good judgment.

Physical Demands:

Dexterity of hands and fingers to operate a computer keyboard.

Sitting or standing for extended periods of time.

Hearing and speaking to exchange information and making presentations.

Seeing to read a variety of materials.

Moderate physical exertion.

Ability to lift 20 pounds maximum and carrying any object weighing up to 15 pounds.

The amount of time for each activity varies depending on daily work load and priority schedules.

Some days, sitting could occur more frequently, and on other days standing and walking could occur throughout the workday.

May sit for prolonged time when completing projects; however standing breaks are encouraged. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

Work Environment:

School office environment

Constant interruptions

Deadlines, meetings, and reports are constant

Evening or variable hours

License:

Possession of a valid California Driver's License issued by the Department of Motor Vehicles.

Work Year: 248 **244** Work Days

Supervisor: Fiscal & Operations Coordinator

Board Approved: February 18, 2014 Revised:

February 17, 2015

May 18, 2021

April 20, 2022

March 21, 2023 Effective 7/1/2023

September 14, 2023

December 5, 2024 Effective: 7/1/2024

May xx, 2024 effective 7/1/2024



Pacific View Charter School

Classified Position – Non Exempt Job Description – Instructional Aide

Description of Position:

The Instructional Aide will assist the classroom teachers and Lead Instructional Aide in the supervision and instruction of K-12 students; assist in the preparation of classroom materials; and other related work as assigned.

Essential Duties and Responsibilities include, but are not limited to the following:

- Monitor and tutor students in the Computer Lab, Study Hall, classrooms and lunch area.
- Assist students with assignments and computers.
- Understand the function of the computerized educational software
- Assign students to computerized educational software and monitor their progress.
- Report progress and/or concerns to students' teachers.
- Give assessment to students as they are referred to the Computer Lab and Study Hall.
- Answer phone.
- Greet parents and students.
- Assist with file maintenance.
- Administer tests from assigned courses.
- Tutor or assist individuals and small groups of students-with reinforcement and follow up learning activities.
- Make copies of instructional material and other documents as directed.
- Understand and be able to use all office equipment.
- Attend staff meetings and professional development opportunities as needed.
- Perform other duties as assigned.

Requirements:

Education and Experience:

- High School Diploma or the Equivalent
- Completion of college-level course work in general academic subject areas such as Math, Science, and English, and work experience in a school or other educational environment.
- Knowledge of basic computer software
- Previous Instructional Aide Experience or Work with At-Promise Youth, highly desired

Knowledge, Skills and Abilities:

- Possess the skill set necessary to tutor students across multiple grade levels and subjects

- Ability to follow and apply general school policies and procedures during interaction with students and staff.
- Understand and utilize technology for education purposes
- Strong written and verbal communication skills
- Correct English usage, spelling, grammar and punctuation.
- Ability to understand and carry out written and oral instructions
- Maintain cooperative and effective working relationships with students, fellow employees, staff, and administrators.
- Proficient knowledge of current office practices, procedures and equipment

Physical Demands:

- Dexterity of hands and fingers to operate a computer keyboard
- Sitting and standing for extended periods of time
- Hearing and speaking to exchange information and making presentations
- Seeing to read a variety of materials
- Moderate physical exertion. Ability to lift 20 pounds maximum and carrying any object weighing up to 15 pounds.
- Ability to walk and access all areas of the School.

The amount of time for each activity varies depending on daily work load and priority schedules. Some days, sitting could occur more frequently, and on other days standing and walking could occur throughout the workday. May sit for prolonged time when completing projects; however, standing breaks are encouraged. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work Environment

- The noise level in the work environment is usually moderate.
- The position requires constant public interaction including one-on-one student/parent communication and staff meetings – both formal and informal.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Supervisor:

Director of Student Services

EMPLOYEE ASSIGNED TO MORENO VALLEY – Site Supervisor

Work Year: ~~233~~ **229** Work Days

Board Approved: 08-16-2005

Amended:

02-21-2006

06-27-2016

10-21-2019

05-18-2021

05.xx.2024 effective 7/1/2024



Pacific View Charter School

Classified

Job Description – Lead Instructional Aide / Student Support Assistant

Description of Position:

The Lead Instructional Aide will support the Computer Lab and Study Hall during daily operations. Provide assistance in the training and evaluation of Instructional Aides in both General and Special Education settings. Assist Director of Student Services in the successful implementation of policies and procedures in the Computer Lab Study Hall and Special Education Resource Room.

Essential Duties and Responsibilities include but are not limited to the following:

- Monitor and enforce the Code of Conduct in the Computer Lab and Study Hall.
- Collaborate with Education Specialists and Instructional Aides to ensure the Code of Conduct is being followed in the Resource Room.
- Provide feedback to Director of Student Services regarding disciplinary actions.
- Ensure safety procedures are met.
- Assist students in the Computer Lab with assignments and the use of computers.
- Understand the function of the educational software.
- Assign students as needed on the educational software and monitor their progress.
- Report progress to students' teachers.
- Answer phone.
- Greet parents and students.
- Assist with file maintenance both digital and paper based.
- Manage all testing procedures within the Computer Lab and Study Hall
- Tutor or assist individuals and small groups of students to reinforce, follow up learning activities.
- Make copies of instructional material and other documents as needed.
- Understand and be able to use all office equipment.
- Support the Director Student Services with their management of Instructional Aides.
- Assist Director of Curriculum with end-of-year Inventory
- Assist School Counselor and Front Office during registration.
- Provide curriculum feedback to Director of Curriculum.
- Manage the ID card process.

- Maintain SST Plan folder and provide feedback to teachers.
- Perform other duties as required

Qualifications:

1. High School Diploma
2. Completion of college-level course work in general academic subject areas such as Math, Science, and English, and work experience in a school or other educational environment is highly desirable.
3. Strong math skills in Algebra 1 or higher
4. Knowledge of basic computer software
5. Strong Communication Skills
6. Ability to supervise others and maintain a productive environment.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is required to sit, stand, bend, and use hands to finger, handle or feel objects, tools or controls. Be able to lift and carry up to 25 pounds. The employee is required to walk and access all areas of the School.

Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

Supervisor: Director of Student Services

Work Days: ~~233~~ **229** days

Board Approved: March 5, 2019

Amended: **May xx, 2024 effective 7/1/2024**



Pacific View Charter School

Classified – Non Exempt Job Description – Lead Instructional Aide

Description of Position:

The Lead Instructional Aide will manage the Computer Lab and Study Hall during daily operation. Assist in training and evaluation of Instructional Aide positions. Assist Director of Student Services in the successful implementation of policies and procedures in the Computer Lab and Study Hall.

Essential Duties and Responsibilities include but are not limited to the following:

- Monitor and enforce rules in the Computer Lab and Study Hall.
- Ensure safety procedures are met.
- Assist students in the Computer Lab with assignments and the use of computers.
- Understand the function of the computerized educational software.
- Assign students as needed on the computerized educational software and monitor their progress.
- Report progress to students' teachers.
- Answer phone.
- Greet parents and students.
- Assist with file maintenance.
- Manage all testing procedures within the Computer Lab and Study Hall
- Tutor or assist individuals and small groups of students to reinforce, follow up learning activities.
- Make copies of instructional material and other documents as needed.
- Understand and be able to use all office equipment.
- Manage Instructional Aides.
- Provide feedback to Director of Student Services regarding disciplinary actions.
- Provide curriculum feedback to Director of Curriculum.
- Manage the ID card process.
- Maintain SST Plan folder and provide feedback to teachers.

- Perform other duties as required

Qualifications:

- High School Diploma
- Completion of college-level course work in general academic subject areas such as Math, Science, and English, and work experience in a school or other educational environment is highly desirable.
- Strong math skills in Algebra 1 or higher
- Knowledge of basic computer software
- Strong Communication Skills
- Ability to supervise others and maintain a productive environment.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is required:

- To sit, stand, and bend
- Use hands to finger, handle or feel objects, tools or controls.
- Be able to lift and carry up to 25 pounds.
- The employee is required to walk and access all areas of the School.

Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

Supervisor: Director of Student Services **Work Days:** **233 229** days
EMPLOYEE ASSIGNED TO MORENO VALLEY – Site Supervisor

Board Approved: **June 21, 2011**

Amended:

June 27, 2016

May 18, 2021

May xx,2024 effective 7/1/2024



Classified – Exempt

Job Description: Marketing & Community Engagement Specialist

Description of Position:

The job of the Marketing & Community Engagement Specialist is to develop and implement a comprehensive marketing and development plan to grow enrollment. The Marketing & Community Engagement Specialist will develop marketing materials to market the school to the communities, develop relationships with community partners and donors. The Marketing & Community Engagement Specialist oversees how the school is represented in all print and electronic materials and maintains the school's website and social media platforms.

Essential Duties and Responsibilities include, but are not limited to the following:

- Develops and implements a marketing and communication plan including print, web, and social media to increase enrollment.
- Establishes and develops relationships with community donors and grant funders to increase the visibility to community educational partners.
- Provide feedback to the Leadership team on results of marketing campaigns to inform decisions on expanding services and programs to K-12 students.
- Develops grant applications and related documents (e.g. required reports, budgets, specific inquiries, etc.) for the purpose of submitting highly effective grant applications to the appropriate funding agencies.
- Monitors the financial management of grants (e.g. budget preparation, budget adjustments, expenditures, etc.) for the purpose of complying with all program and funding guidelines of awarding organizations.
- Compiles and analyzes national, state, and district level data focusing on enrollment trends and growth.
- Update and maintain the school's website.
- Write and edit school communications, including marketing and development materials, annual report, direct mail pieces, parent communications, event invitations and program.
- Create social media posts, update online directories and monitor review sites.
- Elevate recognition of school in local and regional media through press releases and story pitches.
- Collect compelling messages and stories, from current students, alumni, and parents, for use in multiple venues.
- Serve as the school's contact for donors and key community organizations.
- Manage and maintain the donor database, prepare correspondence and reports, and keep a calendar for all development activities.
- Manage alumni relations and the alumni contact list

Other Functions

Performs other related duties as assigned for the purpose of ensuring the efficient and effective

functioning of the school.

Requirements:

Education and Experience:

Bachelor's degree in business, communications, marketing or related field.

Three (3) years of experience in fundraising, program development, marketing, or performing comparable tasks.

Equivalency - A combination of education and experience equivalent to a Bachelor's degree in business, communications, marketing, or related field, and a minimum of three (3) years of experience in fundraising, program development, marketing, or performing comparable tasks.

Knowledge, Skills and Abilities:

Knowledge of current marketing and communications trends and tools, including traditional and digital advertising

Fundraising tools and technology including principles of donor development and research

Grant writing

Planning and managing projects

Solid computer skills, including MS Office, marketing software - (Adobe Creative Suite and CRM) and applications - (Web analytics, Google AdWords etc.)

Demonstrable experience in marketing data analytics and tools.

Gather, collate/classify, prepare and maintain accurate detailed records, information and data

Analyzing budgets and data

Research and conduct vendor interviews and meetings

Plan and schedule marketing agendas/meetings, activities, and/or events

Communicate clearly and concisely, both orally and in writing, to produce information in a way that is comprehensible to a diverse range of audiences, individuals and organizations

Speak persuasively on behalf of Pacific View Charter School

Develop a community of motivated supporters

Adapt to changing work priorities

Meet deadlines and schedules

Work as part of a team

Work with frequent interruptions and set priorities

Operate standard office equipment including a variety of software applications

Physical Demands:

Dexterity of hands and fingers to operate a computer keyboard

Sitting or standing for extended periods of time.

Hearing and speaking to exchange information and making presentations.

Seeing to read a variety of materials.

Moderate physical exertion.

Ability to lift 20 pounds maximum and carrying any object weighing up to 15 pounds.

The amount of time for each activity varies depending on daily work load and priority schedules. Some days, sitting could occur more frequently, and on other days standing and walking could occur throughout the workday.

May sit for prolonged time when completing projects; however, standing breaks are encouraged.

Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

Work Environment

School office environment

Constant interruptions

Deadlines, meetings, and reports are constant

Evening or variable hours

License:

Possession of a valid California Driver's License issued by the Department of Motor Vehicles.

Supervisor: Executive Director

Work Year: ~~233~~ 229 Work Days

Board Approved: 03/15/2022

Board Amended: 10/18/2022

5/XX/2024 Effective 7/1/2024



PACIFIC VIEW CHARTER SCHOOL

A California Public School

Classified Position – Non-Exempt

Job Description - Office Clerk – Bilingual

Description of Position:

Under general supervision, to perform any of a variety of clerical record keeping, record checking, filing, copying, compiling, keyboarding/typing duties and to perform a variety of supportive tasks to support the learning experiences for students in an instructional and office environment; and to do related work as required.

Essential Duties and responsibilities include, but are not limited to:

- Maintains cumulative records.
- Inputs registration information into SIS.
- Keeps track of supplies and order as needed.
- Provides translation services during registrations, parent/teacher meetings and Special Education meetings, as needed.
- Performs a variety of clerical duties, such as filing, typing, keeping records, and duplicating materials for staff.
- Posts information to forms, accounts, and records into database.
- Sorts and files papers, student records, and a variety of documents; searches files for specified information.
- Track, copy and file pacing guides, assignments, and other student work documents.
- May assist in the development of a variety of instructional materials.
- Operates a variety of office machines.
- Copy take-home tests as needed.
- Check-in and check-out textbooks to students and teachers.
- Assist in maintaining textbook inventory.
- Maintains alphabetical and numerical records and files.
- Operates a computer, calculator, and other office equipment.
- Performs other duties as assigned.

Training and Experience:

Equivalent to the completion of the twelfth grade; no experience is required; however, character references may be checked; or any combination of training and/or experience that could likely provide the desired knowledge and abilities.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is regularly required to stand, walk, and talk or hear. The employee is occasionally required to sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, kneel, crouch or crawl, and smell. Specific vision abilities are required for this job. The employee must regularly lift and/or move up to 10 pounds and occasionally lift and/or move up to 20 pounds.

Work Environment:

The employee will work in a deadline driven office environment with constant interruptions.

The noise level in the work environment is usually moderate.

The position requires constant public interaction including one-on-one student/parent communication and staff meetings – both formal and informal.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Knowledge of:

Correct English usage, spelling, grammar, and punctuation.

Standard office methods, procedures, and equipment, including receptionist and telephone techniques.

Basic arithmetic, filing, and record keeping practices.

Acceptable student behavior and characteristics

Positive student motivation and front office decorum.

Basic pupil record keeping principles including FERPA and HIPPA .

Ability to:

Perform a variety of clerical work with accuracy and speed.

Learn to operate standard office equipment.

Make basic arithmetical calculations with accuracy and speed.

Post information, check records, file and alphabetize rapidly and accurately.

Understand and carry out oral and written instructions.

Assume responsibility of supervising students.

Maintain cooperative and effective working relationships with children and adults.

Understand and apply laws, regulations and policies.

Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

Accurately compute a variety of Mathematical problems.

Understand routine cash accounting procedures.

Reconcile differences within the record keeping system.

Follow oral and written instructions.

Work with minimum supervision.

Establish effective working relationships.

Work under pressure.

Proofread alphabetical and numerical material accurately and make necessary corrections.

Complete routine tasks thoroughly.

Language Requirements: This position requires oral competency and literacy in Spanish and English and the ability to translate spoken and written English to Spanish and Spanish to English.

License:

Possession of a valid California Driver's License issued by the Department of Motor Vehicles.

Supervisor: Fiscal & Operations Coordinator

Work Year: 233 **229** Work Days

~~EMPLOYEE ASSIGNED TO MORENO VALLEY~~ Site Supervisor

Board Approved: August 19, 2014

Board Amended:

May 18, 2021

April 20, 2022

December 5, 2023

May xx, 2024 Effective 7/1/2024



PACIFIC VIEW CHARTER SCHOOL

A California Public School

Classified Position – Non Exempt Job Description - Office Clerk

Description of Position:

Under general supervision, to perform any of a variety of clerical record keeping, record checking, filing, copying, compiling, keyboarding/typing duties and to perform a variety of supportive tasks to support the learning experiences for students in an instructional and office environment; and to do related work as required.

Essential Duties and responsibilities include, but are not limited to:

- Performs a variety of clerical duties, such as filing, typing, keeping records, and duplicating materials for staff.
- Posts information to forms, accounts, and records into database.
- Sorts and files papers, student records, and a variety of documents; searches files for specified information.
- Track, copy and file pacing guides, assignments, and other student work documents.
- May assist in the development of a variety of instructional materials.
- Operates a variety of office machines.
- Inputs registration information into SIS.
- Keeps track of supplies and order as needed.
- Maintains cumulative records.
- Copy take-home tests as needed.
- Check-in and check-out textbooks to students and teachers.
- Assist in maintaining textbook inventory.
- Maintains alphabetical and numerical records and files.
- Operates a computer, calculator, and other office equipment.
- Performs other duties as assigned.

Training and Experience:

Equivalent to the completion of the twelfth grade; no experience is required; however, character references may be checked; or any combination of training and/or experience that could likely provide the desired knowledge and abilities.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is regularly required to stand, walk, and talk or hear. The employee is occasionally required to sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, kneel, crouch or crawl, and smell. Specific vision abilities are required for this job. The employee must regularly lift and/or move up to 10 pounds and occasionally lift and/or move up to 20 pounds.

Work Environment:

The employee will work in a deadline driven office environment with constant interruptions.

The noise level in the work environment is usually moderate.

The position requires constant public interaction including one-on-one student/parent communication and staff meetings – both formal and informal.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Knowledge of:

Correct English usage, spelling, grammar, and punctuation.

Standard office methods, procedures, and equipment, including receptionist and telephone techniques.

Basic arithmetic, filing, and record keeping practices.

Acceptable student behavior and characteristics

Positive student motivation and front office decorum.

Basic pupil record keeping principles including FERPA and HIPPA .

Ability to:

Perform a variety of clerical work with accuracy and speed.

Learn to operate standard office equipment.

Make basic arithmetical calculations with accuracy and speed.

Post information, check records, file and alphabetize rapidly and accurately.

Understand and carry out oral and written instructions.

Assume responsibility of supervising students.

Maintain cooperative and effective working relationships with children and adults.

Understand and apply laws, regulations and policies.

Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

Accurately compute a variety of Mathematical problems.

Understand routine cash accounting procedures.

Reconcile differences within the record keeping system.

Follow oral and written instructions.

Work with minimum supervision.

Establish effective working relationships.

Work under pressure.

Proofread alphabetical and numerical material accurately and make necessary corrections.

Complete routine tasks thoroughly.

License:

Possession of a valid California Driver's License issued by the Department of Motor Vehicles.

Supervisor: Fiscal & Operations Coordinator

Work Year: 233 **229** Work Days

~~EMPLOYEE ASSIGNED TO MORENO VALLEY — Site Supervisor~~

Board Approved: August 16, 2005

Amended:

February 21, 2006

November 19, 2013

May 18, 2021

April 20, 2022

December 05, 2023

May xx, 2024 Effective 7/1/2024



PACIFIC VIEW CHARTER SCHOOL

A California Public School

Classified Position – Non Exempt

Job Description – Registrar / Guidance Technician

Description of Position:

Under direct supervision of the School Counselor independently perform various complex clerical duties related to the maintenance of student records according to established laws, rules and regulations. Provide assistance in the training of school office personnel regarding student records, transcripts and graduation requirements; explain laws, policies and procedures to students, parents and staff. Enter and maintain student information in the data system.

Essential Duties and responsibilities include, but are not limited to the following:

- Prepare and maintain permanent records and cumulative folders on enrolled and incoming students.
- Responsible for requesting necessary records and initiate telephone and written communications relative to student records
- Assist counselor, student, parents and other regarding student records and registration
- Process student transfers; forward transcripts and records to colleges and the other institutions from student permanent records; according to established guidelines and procedures.
- Maintain files, type and compose correspondence, memos, reports and other materials for counselor, as needed.
- Respond to inquiries and requests for records of former students, parents and other related matters
- Assist in the maintenance of the student information system, collaborate with technology staff to resolve issues and ensure system is compliant with state requirements.
- Collaborate with and serve as a liaison to ITS staff regarding the archiving of student records; answer question regarding policies and procedures related to archiving student records
- Sorts and files papers, student records, and a variety of documents; searches files for specified information.
- Operate a wide range of office equipment
- Assist other personnel with data processing as needed
- Perform other duties as assigned

Requirements:

Education and Experience:

- High School Graduate or the equivalent
- Experience in a confidential school work environment
- Minimum of three (3) years of increasingly responsible office/clerical experience involving strict and continuous attention to detail in the maintenance of complex manual and computerized records, preferably in a school setting.
- Experience must include a high level of interpersonal contact.

Knowledge, Skills and Abilities:

- Through knowledge of the Student Information System, as utilized for attendance accounting, enrollment, and transcript preparation.
- General Knowledge of state rules and regulations governing attendance accounting and automated recordkeeping systems.
- Correct English usage, spelling, grammar, and punctuation.
- An ability to plan, organize, write with clarity and correctness
- Understand and carry out oral and written instructions.
- Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.
- Proofread alphabetical and numerical material accurately and make necessary corrections.
- Complete routine tasks thoroughly.
- Modern office practices, procedures and equipment
- Perform a variety of clerical work with accuracy and speed.
- Basic arithmetic, filing, and record keeping practices.
- Accurately compute a variety of Mathematical problems.
- Acceptable student behavior and characteristics
- Preparation and maintenance of current and accurate student records.
- Understand basic pupil record keeping principles including FERPA and HIPPA .
- Understand and apply laws, regulations and policies.
- Reconcile differences within the record keeping system.
- Interpret, apply and explain rules, regulations, policies and procedures in regard to student registration and recordkeeping
- Ability to work independently and cooperatively with fellow employees, staff, administrators, and parents.
- Work with minimum supervision.
- Maintain cooperative and effective working relationships with students and parents.
- Prioritize, organize and multi-task
- Work under pressure.
- Bilingual abilities are preferred

Physical Demands:

- Dexterity of hands and fingers to operate a computer keyboard
- Sitting or standing for extended periods of time
- Hearing and speaking to exchange information and making presentations
- Seeing to read a variety of materials
- Moderate physical exertion. Ability to lift 20 pounds maximum and carrying any object weighing up to 15 pounds.

The amount of time for each activity varies depending on daily work load and priority schedules. Some days, sitting could occur more frequently, and on other days standing and walking could occur

throughout the workday. May sit for prolonged time when completing projects; however, standing breaks are encouraged. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

Work Environment:

- The employee will work in a deadline driven office environment with moderate interruptions
- The noise level in the work environment is moderate to loud.
- The position requires constant public interaction including one-on-one student/parent communication.
- Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

License:

Possession of a valid California Driver's License issued by the Department of Motor Vehicles.

Supervisor: ~~School Counselor~~ *School Counseling Coordinator*

Work Year: ~~233~~ **229** Work Days

Board Approved: 9/12/2019

Board Amended 5/xx/2024 Effective 7/1/2024



Certificated Position

School Counselor

Description:

The School Counselor is directly responsible to the Executive Director. The School Counselor will assume responsibility for a comprehensive counseling program for students in grades kindergarten through twelve at all school sites. School Counselor will provide services to meet the needs of assigned students by consulting with teachers, staff and parents.

Job Functions:

Essential:

- Participate in, coordinate and conduct activities that contribute to the effective operation of counseling program and school
- Responsible for managing transcripts, request process and input data into SIS
- Evaluate transcripts and create yearly learning planner
- Monitor senior's course completion progress for graduation
- Manage Registration Process
- Attend Advisory and Board meetings
- Act as liaison with colleges, local businesses and community organizations
- Guide individuals and groups of students through the development of educational and career plans
- Collaborate with Director of Student Services regarding the developmental needs of students
- Refer students to appropriate program specialist or community agencies as needed
- Participate in Student Support Teams SST's, 504s and Individual Education Plan (IEPs) upon request
- Maintain knowledge of enrollment process, student policies, and instructional lab policies
- Collaborate with the Director of Curriculum to maintain thorough knowledge of school curriculum
- Work collaboratively with Administration on assessment, test data and response to intervention
- Meet with 8th grade students matriculating into 9th grade
- Develop a college and career culture for grades K-12
- Participate on graduation committee

Other:

- Other duties as assigned
- Pursue continuous professional growth

Requirements:**Education and Experience:**

Pupil Personnel Services Credential authorizing counseling service
Valid California Teaching Credential

Knowledge, Skills, and Abilities (including tests):

An ability to plan, organize, write with clarity and correctness and work cooperatively with fellow employees, staff, administrators, and parents.

Physical Demands:

Dexterity of hands and fingers to operate a computer keyboard
Sitting or standing for extended periods of time
Hearing and speaking to exchange information and making presentations
Seeing to read a variety of materials

The amount of time for each activity varies depending on daily work load and priority schedules. Some days, sitting could occur more frequently, and on other days standing and walking could occur throughout the workday. May sit for prolonged time when completing projects; however, standing breaks are encouraged.

Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

Work Environment:

School office environment
Constant interruptions
Evening or variable hours
Travel between sites

Reasoning Ability:

Prioritize, organize and multi-task. Set appropriate goals, problem-solve, accept personal accountability for moving in the direction of the Executive Director's goals.

Interpret, apply and explain rules, regulations, policies and procedures.

Assist in the preparation of comprehensive narrative and statistical reports.

Perform under demanding, often stressful and varied work schedules with the ability to remain flexible and focused with interruptions and distractions.

License:

Possession of a valid California Driver's License issued by the Department of Motor Vehicles.

Supervisor: Executive Director

WORK YEAR: 223 **219** Days

Board Approved: April 21, 2015

Board Amended: June 27, 2017

May xx, 2024 effective 7/1/2024



Certificated Position - EXEMPT

Job Description: Site Supervisor

Description of Position:

The Site Supervisor is directly responsible to the Executive Director. The Site Supervisor serves as the administrator of a learning center. In addition to being responsible for maintaining an effective instructional program, the Site Supervisor is responsible for the supervision of the learning center site, all staff, the student activity programs, and is responsible for maintaining active relationships with the community.

Essential Duties and Responsibilities include but are not limited to the following:

- Act as liaison with the Executive Director, as well as, attend Advisory meetings.
- Develop community awareness, participate in community outreach and actively participate in marketing.
- Collaborate with Director of Student Services to provide appropriate professional growth and in-service training for all staff.
- Assist with development, evaluation and implementation of programs.
- Attend Board meetings and other meetings as assigned by the Executive Director.
- Act as the coordinator for SST's & 504's.
- Act as the administrative designee for IEP's.
- Maintain knowledge of enrollment process, student policies, and instructional lab policies.
- Maintain knowledge of Independent Study laws and regulations.
- Supervise assigned staff and evaluate in close collaboration with the Executive Director.
- Oversee an educational program for students and assist in other school programs as assigned based on a caseload determined by the Executive Director. Supervisory Teacher job description attached.
- Responsible for timely and effective communications regarding incidents and/or situations which might impact the school.
- Ensure safe site operations and maintenance in close collaboration with Business Services and the Safety Committee.
- Coordinate on-site personnel and contracted individuals assignments and duties.
- Maintain thorough knowledge of the curriculum and appropriate modifications to meet student needs in close collaboration with the Director of Curriculum.
- Ensure compliance with local, state and federal laws/programs and consistently maintain basic requirements.

- Work collaboratively with Leadership on assessment, test data, and response to intervention.
- Collaborate with Director of Student Services and Director of Curriculum to ensure curriculum, student guidance, discipline and behavior are consistent with educational objectives.
- Other duties as assigned.

Requirements:

Education and Experience:

- Valid California Teaching Credential.
- IEP/SST/504 experience preferred.
- Master's Degree in education, administration, or other relevant areas desirable.
- Minimum of five years successful teaching with progressive leadership responsibilities.

Knowledge, Skills, and Abilities:

- An ability to plan, organize, write with clarity and correctness and work cooperatively with fellow employees, staff, administrators, and parents.

Physical Demands:

- Dexterity of hands and fingers to operate a computer keyboard
- Sitting or standing for extended periods of time
- Hearing and speaking to exchange information and making presentations
- Seeing to read a variety of materials
- The amount of time for each activity varies depending on daily work load and priority schedules. Some days, sitting could occur more frequently, and on other days standing and walking could occur throughout the workday. May sit for prolonged time when completing projects; however standing breaks are encouraged. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

Work Environment:

- School office environment
- Constant interruptions
- Evening or variable hours
- Travel between school sites

Reasoning Ability:

- Prioritize, organize, and multi task.
- Set appropriate goals, problem-solve, accept personal accountability for moving in the direction of the Executive Director's goals.
- Interpret, apply and explain rules, regulations, policies and procedures.
- Assist in the preparation of comprehensive narrative and statistical reports.
- Perform under demanding, often stressful and varied work schedules with the ability to remain flexible and focused with interruptions and distractions.

License:

Possession of a valid California Driver's License issued by the Department of Motor Vehicles.

Supervisor: Executive Director

WORK YEAR: ~~217~~ **214** Days

Board Approved: April 21, 2015
Revised: June 16, 2015
February 21, 2017
April 18, 2017
May 18, 2021
May xx, 2024 Effective 7/1/2024



Pacific View Charter School

Classified Position – Non Exempt

Job Description – Special Education Instructional Aide

Description of Position:

The Instructional Aide will assist Teachers and Education Specialists in the supervision and instruction of K-12 students with disabilities; assist in the preparation of materials; and other related work as assigned.

Essential Duties and Responsibilities include, but are not limited to the following:

- Monitor and tutor students in person and/or virtually.
- Assist students with assignments and study skills.
- Utilize educational technology to meet students' needs.
- Assign students to computerized educational software and monitor their progress.
- Report progress and/or concerns to students' teachers.
- Become familiar with curriculum in a variety of subject and grade levels supplied by Teachers and Education Specialists.
- Greet parents and students and answer phones.
- Assist with file maintenance and clerical duties.
- Administer assessments from assigned courses.
- Make copies of instructional material and other documents as directed.
- Understand and be able to use all office equipment.
- Attend staff meetings and professional development opportunities as needed.
- Perform other duties as assigned.

Requirements:

Education and Experience:

- High School Diploma or the Equivalent
- Completion of college-level course work in general academic subject areas such as Math, Science, and English, and work experience in a school or other educational environment.
- Knowledge of basic computer software
- Previous Instructional Aide Experience or Work with At-Promise Youth, highly desired

Knowledge, Skills and Abilities:

- Possess the skill set necessary to tutor students across multiple grade levels and subjects
- Ability to follow and apply general school policies and procedures during interaction with students and staff.
- Understand and utilize technology for education purposes
- Strong written and verbal communication skills
- Correct English usage, spelling, grammar and punctuation.

- Ability to understand and carry out written and oral instructions
- Maintain cooperative and effective working relationships with students, fellow employees, staff, and administrators.
- Proficient knowledge of current office practices, procedures and equipment

Physical Demands:

- Dexterity of hands and fingers to operator a computer keyboard
- Sitting and standing for extended periods of time
- Hearing and speaking to exchange information and making presentations
- Seeing to read a variety of materials
- Moderate physical exertion. Ability to lift 20 pounds maximum and carrying any object weighing up to 15 pounds.
- Ability to walk and access all areas of the School.

The amount of time for each activity varies depending on daily work load and priority schedules. Some days, sitting could occur more frequently, and on other days standing and walking could occur throughout the workday. May sit for prolonged time when completing projects; however, standing breaks are encouraged. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work Environment

- The noise level in the work environment is usually moderate.
- The position requires constant public interaction including one-on-one student/parent communication and staff meetings – both formal and informal.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Supervisor:

Special Education Coordinator

EMPLOYEE ASSIGNED TO MORENO VALLEY – Site Supervisor

Work Year: ~~233~~ **229** Work Days

Board Approved: May 19, 2020

Board Amended:

May 18, 2021

May xx, 2024 effective 7/1/2024



Certificated - Exempt Job Description - Special Education Coordinator

Description of Position:

The Special Education Coordinator is directly responsible to the Executive Director and assumes responsibility for leadership to organize, develop and supervise all Special Education programs. The Special Education Coordinator will be a member of the Executive Director's Advisory Team. They will ensure that the Special Education program meets all School, County, State and Federal related deadlines, expectations and standards.

Essential Duties and Responsibilities include but are not limited to the following:

- Collaborate with the Director of Curriculum to provide leadership and guidance to all staff in development of appropriate curriculum and instructional processes for Special Education students.
- Work in collaboration with Director of Curriculum and Director of Student Services to provide the most up-to-date technology, curriculum and strategies to special needs students.
- Attend assigned IEP meetings to address Initial, Annual and Triennial IEPs.
- Responsible for the coordination, implementation and evaluation of the Special Education program.
- Responsible for Special Education oversight and compliance in all areas by completing proper forms and following appropriate procedures and timelines.
- Assure administrators, psychologists, teachers and support staff are trained and knowledgeable to effectively deliver the Special Education program to students.
- coordinate assessment of students who may be eligible for Special Education programs.
- Establish and facilitate procedures for the identification of eligible students and their placement in Special Education programs.
- In collaboration with the School Psychologist coordinate the assessment of students who may be eligible for Special Education Programs.
- Ensure that all students, at all sites, with special needs receive an appropriate educational program which meets their unique needs and monitors progress towards their goals.
- Provide Special Education assistance to teachers by providing guidance and resources that will aid in the integration of Special Education students
- Supervise and evaluate the performance of Special Education staff as assigned by Executive Director.
- Responsible for Special Education legal issues, including fair hearing procedures; ensuring that required information is kept current in the student's cumulative record files.
- Plan, prepare and monitor Special Education budget.
- Attend parent/community meetings, board meetings and school meetings and make presentations as appropriate.
- Coordinate Special Education programs with regional, state and federal requirements/guidelines and oversee compliance with all applicable rules and regulations.
- Coordinate scheduling and conduct in-service training for staff, parents and others as appropriate.
- Serve as the District Coordinator for SEIS
- Prepare reports and provide guidance to the Executive Director and Advisory Team concerning all aspects of Special Education compliance and programs.
- Maintain a caseload as determined by Executive Director
- Work toward team and school goals.
- Performs other duties, as assigned.

KNOWLEDGE OF: Federal and state laws and regulations pertaining to Special Education; operation of Special Education programs; California Standards for the Teaching Profession and California Professional Standards for Educational Leaders; student information systems, learning management systems, budget management systems, California Commission on Teacher Credentialing requirements for Special Education teachers, personnel management and training; due process hearing and complaint procedures.

ABILITY TO: Manage and coordinate all Special Education programs; provide leadership and direction to areas of responsibility; establish and maintain effective working relationships with staff and community; negotiate and resolve conflict situations; exercise good judgment in dealing with sensitive interpersonal situations; communicate effectively orally and in writing.

Requirements:

Education and Experience:

- Valid California Special Education Teaching Credential
- Master's Degree in administration, Special Education, pupil personnel services, counseling and guidance, or closely related field
- Minimum of three (3) years of successful experience working with Special Education school-aged students
- Experience with Special Education due process and litigation
- Administrative Credential preferred

Knowledge, Skills, and Abilities:

An ability to plan, organize, write with clarity and correctness and work cooperatively with fellow employees, staff, administrators, and parents.

Physical Demands:

- Dexterity of hands and fingers to operate a computer keyboard
- Sitting or standing for extended periods of time
- Hearing and speaking to exchange information and making presentations
- Seeing to read a variety of materials

The amount of time for each activity varies depending on daily work load and priority schedules. Some days, sitting could occur more frequently, and on other days standing and walking could occur throughout the workday. May sit for prolonged time when completing projects; however, standing breaks are encouraged. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

Work Environment:

School office environment
Constant interruptions and a moderate noise level
Evening or variable hours

Reasoning Ability:

Prioritize, organize, and multi task. Set high-level goals, develop long-range plans, problem-solve, lead and accept personal accountability for moving in the direction of the Executive Director's goals. Coach and mentor staff using a reflective approach and dialogue to work collaboratively with other administrative leaders in carrying out the work of the School. Interpret, apply and explain rules, regulations, policies and procedures. Prepare comprehensive narrative and statistical reports. Perform under demanding, often stressful and varied work schedules with the ability to remain flexible and focused with interruptions and distractions.

License:

Possession of a valid California Driver's License issued by the Department of Motor Vehicles.

Supervisor: Executive Director

WORK YEAR: ~~233~~ **229** Days

Board Approved: May 21, 2019

Board Amended: May xx, 2024 effective 7/1/2024

DRAFT



Certificated - Exempt Job Description: Speech and Language Pathologist

Description of Position:

The Speech and Language Pathologist is directly responsible to Special Education Coordinator. The Speech and Language Pathologist shall provide services at school sites. Services to include direct services, including evaluation and therapy to students with speech requirements and language needs, as well as consultation with staff and parents regarding optimum strategies for maximizing curricular success.

Essential Duties and Responsibilities include but are not limited to the following:

- Administer and coordinate diagnostic, therapeutic and consultative functions relative to communication disorders evaluation.
- Consult with teachers and parents regarding speech and language development.
- Consult with parents regarding methods parent can use at home to help their child with communication disorder.
- Develop and administer a speech and language therapy program consistent with the needs of student and according to establish IEP goals.
- Work collaboratively with Administration on assessment, test data, and response to intervention.
- Provide Speech and Language screening services.
- Participate in IEP and Student Success Team pertinent to students with speech and language issues.
- Assist in the development of IEP goals in relation to Speech and Language.
- Evaluate student progress in the Speech and Language program and communicate with parents, teachers and administration.
- Evaluate, in conjunction with other professionals, as necessary the effects of speech, language and hearing disorder on a pupil's educational performance and academic achievement.
- Conduct regular therapy sessions, individual and groups; prepare the goals as part of the Speech Therapy Report on each student scheduled for therapy.
- Communicate and coordinate the speech and language program with teachers, resource staff, and administration.
- Develop schedules related to student services.

- Provide training for students with hearing impairments in the effective use of residual hearing, skillful use of amplified sound speech reading skills, and effective use of visual environmental cues.
- Maintain student records and attendance reporting as required.
- Prepare individual case file on each student and those considered for therapy, including Special Language reports.
- Participate in the completion of Special Education reports and request for information.
- Consult with community agencies, medical personnel, parents and other professionals, and acts as a liaison among these groups for children with communicative disorders.
- Attend staff, school, county and other meetings as necessary.
- Other duties as assigned.

Requirements:

Education and Experience:

- Valid California Speech Language Pathology Services Credential and/or
- Clinical or Rehabilitative Services – Language Speech & Hearing Credential
- IEP/SST/504 experience preferred
- Valid California Drivers License

Knowledge, Skills, and Abilities:

An ability to plan, organize, write with clarity and correctness and work cooperatively with fellow employees, staff, administrators, and parents.

Physical Demands:

- Dexterity of hands and fingers to operate a computer keyboard
- Sitting or standing for extended periods of time
- Hearing and speaking to exchange information and making presentations
- Seeing to read a variety of materials

The amount of time for each activity varies depending on daily work load and priority schedules. Some days, sitting could occur more frequently, and on other days standing and walking could occur throughout the workday. May sit for prolonged time when completing projects; however, standing breaks are encouraged. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

Work Environment:

School office environment
Constant interruptions and a moderate noise level
Evening or variable hours

Reasoning Ability:

Prioritize, organize, and multi task. Set appropriate goals, problem-solve, accept personal accountability for moving in the direction of the Executive Director's goals. Interpret, apply and explain rules, regulations, policies and procedures. Assist in the preparation of comprehensive narrative and statistical reports. Perform under demanding, often stressful and varied work schedules with the ability to remain flexible and focused with interruptions and distractions.

Work Year: ~~192~~ **188** Days

Supervisor: Special Education Coordinator

Board Approved: April 16, 2019

Board Revised: June 18, 2019

May xx, 2024 Effective 7/1/2025



Certificated – Exempt

Job Description: Supervisory Teacher/ English Learner Support:

Description of Position:

Provides an educational program for students in grades K-12 or a combination thereof, and assists in other school programs as assigned. Assumes responsibility for coordination and support of curriculum, instruction, assessment and professional learning, as well as, management of English Learner (EL) program protocols and procedures to ensure equitable outcomes for EL students.

Essential Duties and Responsibilities include, but are not limited to, the following:

- Develop a Personalized Learning Plan encompassing the expected standards of each particular student's progress and communicating the expectation of high standards and learning goals.
- Plan and implement lessons that provide students with opportunities to develop communication and collaboration skills.
- Deliver instruction in a variety of ways and modalities, including whole class, individual, small group and virtual settings.
- Assess each student's academic and social growth, and communicate with parents on the individual student's progress.
- Maintain professional competence through participation in in-service educational activities provided by the School and/or self-directed professional growth activities.
- Meet with the K-5th grade student and parent every three weeks; the 6-8th grade every two weeks and the 9-12th grade every week to:
 - Collect, review, and grade work
 - Discuss the current work samples
 - Complete lesson plans for upcoming week
 - Complete attendance record
 - Distribute educational material when appropriate
 - Notify parents and students of school-related updates
- Suggest appropriate instructional techniques that involve and motivate students.
- Administer group standardized tests in accordance with state testing program.
- Follow-up with students who are not meeting expectations and with students who require more challenging material through the Student Success Team Process (SST).
- Serve as a resource to school staff and Administration to develop an understanding of language acquisition and integrating appropriate ELL practices to meet the needs of ELL students.
- Establish and facilitate procedures for the identification of eligible students and their

placement to receive ELL services.

- Provide ELL assistance to teachers by providing guidance and resources that will aid in the integration of ELL students.
- Update ELL student information in the school appropriate database.
- Maintain current understanding of procedures for identification, assessment, program placement and evaluation of English language learners.
- Work in collaboration with Director of Curriculum and Director of Student Services to provide the most up to date technology, curriculum and strategies to ensure measurable improvement for ELL students.
- Establish and chair ELAC Committee
- Facilitate administration of ELPAC
- Facilitate the assignment of state testing supports for EL students.
- Monitor compliance and eligibility for reclassification
- Work collaboratively with teaching staff to monitor progress and make appropriate adjustments in instruction and curriculum for all EL students.
- Ensure appropriate classroom behavior expectations are followed

Requirements:

Education and Experience:

- Valid California Teaching Credential
- Valid English Learner Authorization (CLAD, BA-SP, ELA1 or SA12)
- Minimum of three (3) years of successful experience working with school-aged students.
- Experience in ELA and ELD curriculum development, staff development, and/or coaching Bilingual (English/Spanish)

Knowledge, Skills and Abilities:

- An ability to plan, organize, write with clarity and correctness and work cooperatively with fellow employees, staff, administrators and parents.
- Prioritize, organize, and multitask.
- Ability to remain flexible and focused with interruptions and distractions
- Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.
- Set appropriate goals, problem solve, accept personal accountability for moving in the direction of the Executive Director's goals.
- Interpret, apply and explain rules, regulations, policies and procedures.
- Assist in the preparation of comprehensive narrative and statistical reports.
- Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists.

Physical Demands:

- Dexterity of hands and fingers to operate a computer keyboard.

- Sitting or standing for prolonged periods of time; however, breaks are encouraged.
 - Hearing and speaking to exchange information and making presentations.
 - Seeing to read a variety of materials.
- Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

Work Environment:

- Demanding often stressful school office environment
- Constant interruptions and a moderate noise level
- Evening or variable hours

WORK YEAR: 223**219** Days

SUPERVISOR: Lead Teacher

Board Approved: November 19, 2019

Amended: May 16, 2023

May xx, 2024 Effective 7/1/2024



Certificated Position – EXEMPT

Job Description: Supervisory Teacher - High School

Description of Position:

Supervisory teachers at Pacific View Charter School are responsible for ensuring the success of our students. During weekly meetings between the Supervisory Teacher, student and learning coach (parent/guardian) our teachers discuss and assist students in the completion of their weekly assignments, monitor their progress, and grade the student's completed work. Teachers also provide direct instruction to students through workshops, synchronous learning and virtual sessions.

- Teachers are required to maintain subject matter expertise and complete knowledge of the California state standards.
- The Supervisory Teacher will design high quality engaging lessons with a focus on collaborative learning that support the development of higher order thinking skills and promote a growth mindset.
- Teachers are expected to support the PVCS Code of Conduct, as well as, utilize the school's resources to support the social emotional needs of their students.

Essential Duties and Responsibilities include but are not limited to the following:

- Develop a Personalized Graduation Plans for each student, encompassing the expected standards of each particular student's progress and communicating the expectation of high standards and learning goals.
- Plan and implement lessons that provide students with opportunities to develop communication and collaboration skills.
- Deliver instruction in a variety of ways and modalities, including whole class, individual, small group and virtual settings.
- Meet 9-12th grade students every week to:
 - Collect, review, and grade work
 - Discuss the current work samples
 - Complete lesson plans for upcoming week as needed
 - Complete attendance record
 - Distribute educational material when appropriate
 - Notify parents and students of school-related updates
- Maintain open communication with both students and parents, and be available to students in need of assistance.
- Maintain professional competence, subject matter expertise and complete knowledge of the California state standards, through participation in in-service educational activities provided by the School and/or self-directed professional growth activities.
- Design and teach high quality engaging lessons as well as modify existing curriculum to create a personalized learning plan for each student.
- Maintain accurate and up-to-date independent study files for each student, documenting all communication made with students and parents.
- Support the PVCS Code of Conduct as well as utilize the school's resources to support the social emotional needs of their students.
- Ensure appropriate classroom behavior expectations are followed.

- Follow-up with students who are not meeting expectations and with students who require more challenging material through the Student Success Team Process (SST).
- Suggest appropriate instructional techniques that involve and motivate students.
- Administer group standardized tests in accordance with the State testing program.
- Be a contributing member of the staff, participate in Professional Learning Community meetings, and work as part of a team toward school goals.
- Stay up-to-date on curriculum content and “best practices”.
- Serve on at least one committee throughout the school year.
- Other duties as assigned.

Requirements:

Education and Credential:

- A valid California Teaching Credential.
- A baccalaureate or higher degree, except in professional education, from a regionally accredited college or university

Knowledge, Skills & Abilities:

- Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists.
- Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.
- Ability to utilize a variety of technology tools including those to manage student information, analyze data and design instructional opportunities for students.

Physical Demands:

- Dexterity of hands and fingers to operate a computer keyboard.
- Sitting or standing for extended periods of time.
- Hearing and speaking to exchange information and making presentations.
- Seeing to read a variety of materials.

The amount of time for each activity varies depending on daily work load and priority schedules. Some days, sitting could occur more frequently, and on other days standing and walking could occur throughout the workday. May sit for prolonged time when completing projects; however, standing breaks are encouraged. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

Work Environment:

- School office environment.
- Constant interruptions.
- Evening or variable hours.

Supervisor: Lead Teacher

WORK YEAR: 223 **219** Days

Board Approved: June 19, 2007

Amended: November 10, 2009
 March 16, 2013
 February 19, 2013
 February 17, 2015
 May 18, 2021
 May 16, 2023

May xx, 2024 Effective 7/1/2024



Certificated Position - EXEMPT

Job Description: Supervisory Teacher K-8

Description of Position:

Supervisory teachers at Pacific View Charter School are responsible for ensuring the success of our students. During weekly meetings between the teacher, student and learning coach (parent/guardian), our teachers discuss and assist students in the completion of their weekly assignments, monitor their progress, and grade the student's completed work. Teachers also provide direct instruction to students through workshops, synchronous learning and virtual sessions.

- Teachers are required to maintain subject matter expertise and complete knowledge of the California state standards.
- The Supervisory Teacher will design high quality engaging lessons with a focus on collaborative learning that support the development of higher order thinking skills and promote a growth mindset.
- Teachers are expected to support the PVCS Code of Conduct, as well as, utilize the school's resources to support the social emotional needs of their students

Essential Duties and Responsibilities include but are not limited to the following:

- Develop Personalized Learning Plans for each student, encompassing the expected standards of each particular student's progress and communicating the expectation of high standards and learning goals.
- Plan and implement lessons that provide students with opportunities to develop communication and collaboration skills.
- Deliver instruction in a variety of ways and modalities, including whole class, individual, small group and virtual settings.
- Meet frequently with K-8th grade students and parent/guardian to:
 - Collect, review, and grade work
 - Discuss the current work samples
 - Complete lesson plans for upcoming week, as needed
 - Complete attendance record
 - Distribute educational material when appropriate
 - Notify parents/guardian and students of school-related updates
 - Provide instruction
- Maintain open communication with both students and parent/guardians, and be available to students in need of assistance.
- Maintain professional competence, subject matter expertise and complete knowledge of the California state standards, through participation in in-service educational activities provided by the School and/or self-directed professional growth activities.
- Design and teach high quality engaging lessons as well as modify existing curriculum to create a personalized learning plan for each student.
- Maintain accurate and up-to-date independent study files for each student, documenting all communication made with students and parent/guardians.
- Support the PVCS Code of Conduct as well as utilize the school's resources to support the social emotional needs of their students.
- Ensure appropriate classroom behavior expectations are followed.
- Follow-up with students who are not meeting expectations and with students who require more challenging material through the Student Success Team Process (SST).
- Suggest appropriate instructional techniques that involve and motivate students.

- Administer group standardized tests in accordance with the State testing program.
- Be a contributing member of the staff, participate in Professional Learning Community meetings, and work as part of a team toward school goals.
- Stay up-to-date on curriculum content and “best practices”.
- Serve on at least one committee throughout the school year.
- Other duties as assigned.

Requirements:

Education and Credential:

- A valid California Teaching Credential.
- A baccalaureate or higher degree, except in professional education, from a regionally accredited college or university.

Knowledge, Skills and Abilities:

- Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists.
- Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.
- Ability to utilize a variety of technology tools including those to manage student information,

Physical Demands:

- Dexterity of hands and fingers to operate a computer keyboard.
- Sitting or standing for extended periods of time.
- Hearing and speaking to exchange information and making presentations.
- Seeing to read a variety of materials.

The amount of time for each activity varies depending on daily work load and priority schedules. Some days, sitting could occur more frequently, and on other days standing and walking could occur throughout the workday. May sit for prolonged time when completing projects; however, standing breaks are encouraged. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

Work Environment:

- School office environment.
- Constant interruptions.
- Evening or variable hours.

SUPERVISOR: Lead Teacher

WORK YEAR: ~~192~~ **188 Days**

Board Approved: June 19, 2007

Amended: November 10, 2009
 March 16, 2013
 February 19, 2013
 February 17, 2015
 May 18, 2021
 September 16, 2021
 May 16, 2023

May xx, 2024 Effective 7/1/2024



Certificated Position - EXEMPT

Job Description: Supervisory Teacher TK-8

Description of Position:

Supervisory teachers at Pacific View Charter School are responsible for ensuring the success of our students. The Supervisory Teacher TK -8 will be primarily responsible for providing instruction to students in TK-3rd grade. During weekly meetings between the teacher, student and learning coach (parent/guardian), our teachers discuss and assist students in the completion of their weekly assignments, monitor their progress, and grade the student's completed work.

- Teachers are required to maintain subject matter expertise and complete knowledge of the California state standards, including Transitional Kindergarten.
- The Supervisory Teacher will design high quality engaging lessons with a focus on collaborative learning that support the development of higher order thinking skills and promote a growth mindset.
- Teachers are expected to support the PVCS Code of Conduct, as well as, utilize the school's resources to support the social emotional needs of their students

Essential Duties and Responsibilities include but are not limited to the following:

- Develop Personalized Learning Plans for each student, encompassing the expected standards of each particular student's progress and communicating the expectation of high standards and learning goals.
- Meet frequently with TK-8th grade students and parent/guardian to:
 - Collect, review, and grade work
 - Discuss the current work samples
 - Complete lesson plans for upcoming week, as needed
 - Complete attendance record
 - Distribute educational material when appropriate
 - Notify parents/guardian and students of school-related updates
 - Provide instruction
- Maintain open communication with both students and parent/guardians, and be available to students in need of assistance.
- Maintain professional competence, subject matter expertise and complete knowledge of the California state standards, through participation in in-service educational activities provided by the School and/or self-directed professional growth activities.
- Design and teach high quality engaging lessons as well as modify existing curriculum to create a personalized learning plan for each student.
- Maintain accurate and up-to-date independent study files for each student, documenting all communication made with students and parent/guardians.
- Support the PVCS Code of Conduct as well as utilize the school's resources to support the social emotional needs of their students.
- Follow-up with students who are not meeting expectations and with students who require more challenging material through the Student Success Team Process (SST).
- Suggest appropriate instructional techniques that involve and motivate students.
- Administer group standardized tests in accordance with the State testing program.
- Be a contributing member of the staff, participate in Professional Learning Community meetings, and work as part of a team toward school goals.
- Stay up-to-date on curriculum content and "best practices".
- Serve on at least one committee throughout the school year.

- Other duties as assigned.

Requirements:

Education and Credential:

- A valid California Teaching Credential AND one of the following:
 - Valid California Child Development Teacher Permit
OR
 - At Least 24 units in early childhood education, or child development
OR
 - Professional experience in a classroom setting with preschool age children
- A baccalaureate or higher degree, except in professional education, from a regionally accredited college or university.

Knowledge, Skills and Abilities:

- Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists.
- Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.
- Ability to utilize a variety of technology tools including those to manage student information, analyze data and design instructional opportunities for students.

Physical Demands:

- Dexterity of hands and fingers to operate a computer keyboard.
- Sitting or standing for extended periods of time.
- Hearing and speaking to exchange information and making presentations.
- Seeing to read a variety of materials.

The amount of time for each activity varies depending on daily work load and priority schedules. Some days, sitting could occur more frequently, and on other days standing and walking could occur throughout the workday. May sit for prolonged time when completing projects; however, standing breaks are encouraged. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

Work Environment:

- School office environment.
- Constant interruptions.
- Evening or variable hours.

SUPERVISOR: Lead Teacher

WORK YEAR: 492 **188**

Board Approved: April 18, 2023

Amended: **May xx,2024 Effective 7/1/2024**



Certificated Job Description – EXEMPT

Teacher on Special Assignment (TOSA): Reading Specialist

Description of Position:

A Reading Specialist TOSA is a credentialed teacher with specialized knowledge in current research and evidence based best practices around literacy development and acquisition, and the standards and frameworks of English Language Arts and English Language Development; and must have the knowledge and ability to provide professional development, coaching, and ongoing support to instructional staff in these areas.

The Reading Specialist provides collegial, job-embedded support to ensure literacy instruction is data-informed and student centered. The Reading Specialist will accomplish this by collaborating with leaders and teachers, and engaging in supportive practices including co-teaching, co-planning, modeling, reflective conversations and data analysis to build capacity in instructional staff and processes at the school that improves student literacy achievement. These services are provided within the classroom and independent study setting.

The Reading Specialist will work under the direction of the Director of Curriculum and Instruction and will not formally evaluate staff.

Essential Duties and Responsibilities:

- Works closely with leadership in the development and implementation of schoolwide instructional focus around literacy, implementation of focus and professional development to support efforts that infuse focus in all instruction.
- Collaborates with teachers to ensure consistency in literacy instruction, assessment and a shared literacy vernacular, as well as facilitates problem solving to meet the needs of students.
- Provides modeling, coaching, feedback and support to teachers in the organization, lesson design, instructional delivery, and assessment of exemplary literacy instruction in all school settings (independent study, virtual workshops, onsite workshops, etc).
- Serves as a resource in identifying and modeling appropriate instructional materials and strategies to improve student literacy achievement for all students including English Learners, students with disabilities, and students with diverse learning needs.

- Plans, researches, and prepares professional development in literacy skill development and effective instructional strategies.
- Provides, in-class small group and/or individualized instruction to identified students for literacy intervention support within the classroom and independent study setting for the purpose of modeling lessons and data collection in partnership with teachers.
- Utilizes NWEA Maps test diagnostic and other progress monitoring assessments to evaluate student progress and ability to implement successful literacy strategies to improve student learning.
- Builds capacity of site administration and classroom teachers in monitoring the effectiveness of literacy instruction through periodic measurements of student progress.
- With leadership, evaluates student progress, data and assessments, to make recommendations on program and material acquisition, efficiency and value.
- Prepares, attends and actively participates in collaborative grade level meetings.
- Works with the curriculum committee and all PLCs, as assigned, to assist in the analysis and utilization of assessment data to improve student literacy achievement.
- Prepares forms, records, and reports as directed.
- Prepares, facilitates, attends and actively participates in meetings and trainings.
- Maintains professional competence through participation in professional development activities.
- Other related duties as assigned.

Requirements:

Education and Experience:

- Valid California Teaching Credential with Authorization to Teach English Language Learners.
- A baccalaureate or higher degree, except in professional education, from a regionally accredited college or university
- Five years of successful teaching experience.
- High level of understanding of reading/literacy instruction and practice.
- Experience working with groups in curriculum development or related fields.
- Experience working with students performing below grade level in reading.
- Experience in planning and delivering professional development activities.

Knowledge, Skills & Abilities:

- Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists.
- Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.
- Ability to utilize a variety of technology tools including those to manage student information, analyze data and design instructional opportunities for students.

Physical Demands:

- Dexterity of hands and fingers to operate a computer keyboard.
- Sitting or standing for extended periods of time.
- Hearing and speaking to exchange information and making presentations.
- Seeing to read a variety of materials.

The amount of time for each activity varies depending on daily work load and priority schedules. Some days, sitting could occur more frequently, and on other days standing and walking could occur throughout the workday. May sit for prolonged time when completing projects; however, standing breaks are encouraged. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

Work Environment:

- School office environment.
- Constant interruptions.
- Evening or variable hours.

Supervisor: Director of Curriculum

WORK YEAR: 223 219 OR 192-188

Board Approved: 06/20/2023

Board Revised: 05/xx/2024 Effective 7/1/2024



Confidential Classified - Exempt
Job Description – Technology Technician

Description of Position:

Under the direction of the Director of Curriculum and Instruction, plan, develop, implement, review and evaluate school-wide services related to technology, telecommunications and information services, including educational technology, data systems, telephone systems, and other related areas as assigned

Essential Duties and Responsibilities include, but are not limited to, the following:

- Plan and oversee the development, implementation and management of school-wide telecommunication networks, including local and wide area networks, voice, video, and data communications.
- Plan and oversee management information systems; assure efficient school-wide operation at all sites and in all departments.
- Support the school-wide application and use of technology, ensuring alignment with State and school curriculum frameworks, goals and objectives.
- Assist staff in determining tech needs and priorities.
- Assist with development and administer policy guidelines, system standards and operating procedures for management information systems.
- Define, articulate and communicate departmental short and long-range goals and objectives consistent with objectives of the program.
- Collect, analyze, and present complex technical data orally and in writing; identify problems and evaluate alternative solutions; prepare sound recommendations.
- Plan and develop construction, infrastructure and classroom design of computer and emerging technologies; work with State and local government agencies and authorities to expedite technologies into the school and the community; assist in inter-connectivity.
- Collaborate in the development of and writing State, federal and foundation grants applicable to management information systems.
- Monitor school-wide compliance with all licensing and copyright requirements.
- Evaluate, negotiate and assist in the writing of bid specifications for the development and/or purchase of all administrative hardware/software solutions.
- Keep abreast of technological changes in hardware and software; review and analyze school-wide system enhancement requests and act, as appropriate.
- Manage Student Information System databases (SIS)
- Manage and maintain the Learning Management System (LMS)
- Assist parents and students with the online registration
- Manage Curriculum and Technology rescoring (Text-Link)
- Administer Google services
- Troubleshoot Cloud based student applications
- Assist Director of Curriculum and Instruction with state and local testing
- Serve on and/or lead various school committees and serve as Chair of Safety Committee

Education, Training and Experience:

The knowledge, skills, and abilities required for this classification would typically be acquired through graduation with a bachelor's degree from an accredited college or university with a major in Computer Science, Business Administration, or related field, including or supplemented by courses in information systems, systems analysis, information storage/retrieval systems, and project planning and control. Or may be acquired through three (3) years of recent, progressively responsible project management, systems analysis, and programming experience. Experience in an educational environment is highly desirable.

Knowledge, Skills and Abilities

- Knowledge of principles and practices of information services experience which includes planning, developing and directing construction, infrastructure and design of computer and emerging technologies.
- Competence in various forms of educational technology, including current innovations in effective instructional practices, and applications.
- Understanding of various federal, state, and local technology initiatives for K-12, and secondary education. Principles and practices of assistive evaluation and training.
- Ability to provide compliance with governmental and public school procedures.
- Comply with legal mandates, policies, regulations, and guidelines pertaining to technology.
- Effective methods of cost control.
- Plan and organize an integrated technology and information services program.
- Analyze problems, develop sound problem-solving models, and arrive at sound solutions.
- Read, understand, interpret, apply, and explain technical manuals, legal codes, and administrative policies, reports, and directives.
- Communicate effectively orally and in writing, understand, implement and give oral and written instructions.
- Train and assist in the evaluation of personnel.
- Meet schedules and timelines.
- Establish and maintain cooperative and effective working relationships with others.
- Analyze problems accurately and adopt an effective course of actions.
- Maintain records and prepare reports.
- Assure compliance with safety practices and various requirements.

Physical Demands:

- While performing the duties of this job, the employee is required to sit, stand, bend, kneel, twist, and reach in all directions.
- Use hands to finger, handle or feel objects, tools or controls.
- Talking/hearing conversations; near visual acuity
- Be able to lift and carry up to 50 pounds.
- The employee is required to walk and access all areas of the School.
- The amount of time for each activity varies depending on daily work load and priority schedules. Some days, sitting could occur more frequently, and on other days standing and walking could occur throughout the workday. May sit for prolonged time when completing projects; however, standing breaks are encouraged

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Reasoning Ability

- Prioritize, organize and multi task.
- Interpret, apply, and explain rules, regulations, policies and procedures
- Perform under demanding, often stressful and varied work schedules with the ability to remain flexible and focused with interruptions and distractions

Work Environment:

- School Environment
- Constant Interruptions
- Office/computer room, subject to noise from equipment operation The noise level in the work environment is usually moderate.
- Driving and communication with other school sites.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

License:

Possession of a current, valid California Driver's License Class I, II, or III.

Supervisor: Director of Curriculum and Instruction

Work Days: 244

Approved: June 21, 2011

Amended: March 19, 2013

May 25, 2022

May xx, 2024 effective 7/1/2023



Administration - Exempt

Job Description: Temporary Director of Business & Operations

Description of Position:

The Temporary Director of Business & Operations is directly responsible to the Executive Director for the administration of the budget, fiscal planning, purchasing, accounting, attendance, payroll, personnel, facilities, and other general business and central office related functions. The Temporary Director of Business & Operations will be a member of the Executive Director's Leadership Team.

Essential Duties and Responsibilities include, but are not limited to the following:

- Provides sound fiscal management services to the school in accordance with approved policies, procedures, and practices; ensures appropriate monitoring and maintenance protocol.
- Responsible for budget development, control, and long-range financial planning
- Research the availability of alternative funding sources.
- Create and maintain General Ledger
- Responsible for the assignment and management of the government account code structure.
- Responsible for internal and external audit preparation and completion.
- Ensure the Annual Audit is completed and resolution of any findings are done
- Completion of SB740 document within the State timeline.
- Oversight responsibility for all SELPA required Special Education reporting
- Responsible for the development and submission of financial and attendance reports.
- Serve as a resource in the area of proposed and current legislation pertaining to charter schools.
- Assist the Executive Director in facilitating and implementing the School's Charter, Memorandums of Understanding and other guidelines of the School.
- Develop and maintain regular contact with County Office of Education and Sponsoring District Personnel.
- Meet with outside agencies which include law enforcement, Child Protective Services, and Probation Officers as required.
- Assist with development and maintenance of School policies and procedures.
- Assist employees in the coordination and completion of central office activities and protocols.
- Supervise office personnel, assigning and reviewing the work of clerical staff and HR & Business Services Coordinator

- Oversee and supervise the accounts payable - requisition and purchase order processing, accounts receivable, attendance, payroll, personnel and other Central Office functions
- Oversee and supervise the salary and fringe benefits program, including leaves, FMLA, medical and dental benefits, unemployment and worker's compensation.
- Oversee and supervise the maintenance of personnel records
- Responsible for Brown Act compliance.
- Act as Recording Secretary for PVCS Board of Trustees receiving and transcribing confidential dictation, attend meetings and prepare minutes for distribution.
- Responsible for preparation of Board packet with the assistance of the Technology Technician.
- Maintain or cause to be maintained all records and files of the School.
- Establish and maintain internal accounting records and files.
- Develop and maintain record retention policies, procedures and practices.
- Oversee and participate in all maintenance and safety aspects of the facility.
- Assist in the planning, maintenance, and development of the School.
- Oversee the development and maintenance of the School Safety Plan and be an active participant in Safety Committee.
- Maintain or cause to be maintained the student attendance records of the School, including student files, records and transcripts.
- Attend necessary conferences, Charter School Business Manager meetings, Leadership, Marketing, Safety and Special Events Committee meetings and other internal and external meetings as assigned by the Executive Director.
- Serve as a resource in administrative areas to the Executive Director.
- Maintain the Executive Director's calendar, travel, conference arrangement and meetings schedule.
- Serve as Liaison for the Oceanside and Moreno Valley Property Associations.
- Perform other duties as assigned by the Executive Director

Requirements:

Education and Experience:

Any combination of education, training and/or experience equivalent to:

- A Bachelor's degree with emphasis in accounting, economics or finance
- Four (4) years of increasingly responsible school experience in the State of California, which includes three (3) years of experience managing personnel

Knowledge, Skills, and Abilities:

- Ability to plan, organize, write with clarity and correctness and work cooperatively with fellow employees, staff, administrators, and parents.
- Working knowledge of rules, regulations, laws, and policies as they relate to charter schools.
- Perform a variety of detail-oriented administrative duties.
- Maintain complex, confidential or sensitive information and files.
- Perform in situations requiring specialized knowledge, using tact and good judgment.

Physical Demands:

- Dexterity of hands and fingers to operate a computer keyboard
- Sitting or standing for extended periods of time
- Hearing and speaking to exchange information and making presentations
- Seeing to read a variety of materials
- The amount of time for each activity varies depending on daily work load and priority schedules. Some days, sitting could occur more frequently, and on other days standing and walking could occur throughout the workday. May sit for prolonged time when completing projects; however, standing breaks are encouraged
- Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions

Work Environment:

- School office environment
- Constant interruptions
- Evening or variable hours

Reasoning Ability:

- Prioritize, organize, and multi task.
- Set high-level goals, develop long-range plans, problem-solve, lead and accept personal accountability for moving in the direction of the Executive Director's goals.
- Coach and mentor staff using a reflective approach and dialogue to work collaboratively with other administrative leaders in carrying out the work of the School.
- Interpret, apply and explain rules, regulations, policies and procedures.
- Prepare comprehensive narrative and statistical reports.
- Perform under demanding, often stressful and varied work schedules with the ability to remain flexible and focused with interruptions and distractions.

License:

Possession of a valid California Driver's License issued by the Department of Motor Vehicles

Supervisor: Executive Director

WORK YEAR: ~~248~~ **244 days**

Board Approved: May 25, 2022

Board Revised: **May xx, 2024 Effective 7/1/2024**



Certificated Job Description – Temporary Director of Curriculum and Instruction (Exempt)

Description of Position:

The Temporary Director of Curriculum and Instruction is directly responsible to the Executive Director and assumes responsibility for leadership of all phases of curriculum and instruction for Pacific View. The Temporary Director of Curriculum and Instruction will be a member of the Executive Director's Leadership Team and ensure that curriculum and instructional practices meets educational expectations, state standards and graduation requirements.

Essential Duties and Responsibilities include but are not limited to the following:

- Supervises the development of curriculum, including the implementation and monitoring of new programs.
- Collaborate with the Director of Student Services to oversee Instructional Practices within school wide Instructional Framework.
- Oversee and direct instructional coaching for certificated staff and provide input to the Lead Teachers/Site Supervisor for the evaluation of certificated staff.
- Supervises and evaluates certified and classified personnel as assigned by the Executive Director.
- Coordinate professional development in curriculum, technology, and instruction.
- Chair Curriculum Committee and meet with various committees to monitor curriculum efficacy and development.
- Oversee and maintain all curricular technology including online instructional programs and the school's Learning Management System.
- Oversee the development of up-to-date technology plan.
- Research trends in the use of educational technology on a continuous basis that can be implemented school wide.
- Organize and monitor school wide performance data including local and state assessments and grades and develop reports based on data analysis.
- Organize and coordinate Professional Learning Community (PLC) activities.
- Plan and direct the piloting, evaluation and selection of K-12 textbooks, instructional materials and curriculum.
- Provide leadership to administration and staff in the use of student assessments and test data to define specific student performance standards for academic achievement in content areas throughout the school.
- Collaborate with appropriate staff to support the instructional practices of Supervisory Teachers, ensuring that student with IEPs, 504s, and SSTs are receiving appropriate modifications and accommodations.
- Serve as the administrator for IEPs, SSTs, 504 and other meetings as needed.

- Coordinate and organize standardized testing in close collaboration with the Director of Student Services.
- Attend High School, Special Education, and K-8 weekly meetings to monitor curriculum and instructional practices to ensure alignment with state standards.
- Attends parent/community meetings, board meetings and school meetings and makes presentations as appropriate.
- Maintain and monitor school curriculum budget.
- Performs other duties as assigned.
- Work toward team and school goals.

Requirements:

Education and Experience:

- Valid California Teaching Credential
- Valid Administrative Credential
- Minimum of three years teaching experience and experience in educational leadership

Knowledge, Skills, and Abilities:

- An ability to plan, organize, write with clarity and correctness and work cooperatively with fellow employees, staff, administrators, and parents.

Physical Demands:

- Dexterity of hands and fingers to operate a computer keyboard
- Sitting or standing for extended periods of time
- Hearing and speaking to exchange information and making presentations
- Seeing to read a variety of materials

The amount of time for each activity varies depending on daily work load and priority schedules. Some days, sitting could occur more frequently, and on other days standing and walking could occur throughout the workday. May sit for prolonged time when completing projects; however, standing breaks are encouraged. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

Work Environment:

- School office environment in a moderate-to-loud noise level
- Constant interruptions
- Evening or variable hours

Reasoning Ability:

- Prioritize, organize, and multi task.
- Set high-level goals, develop long-range plans, problem-solve, lead and accept personal accountability for moving in the direction of the Executive Director's goals.
- Coach and mentor staff using a reflective approach and dialogue to work collaboratively with other administrative leaders in carrying out the work of the School.
- Interpret, apply and explain rules, regulations, policies and procedures.
- Prepare comprehensive narrative and statistical reports.
- Perform under demanding, often stressful and varied work schedules with the ability to remain flexible and focused with interruptions and distractions.

License:

- Possession of a valid California Driver's License issued by the Department of Motor Vehicles.

Supervisor: Executive Director

WORK YEAR: 248 **244** Days

Board Approved: May 25, 2022

Board Revised: **May xx, 2024**

DRAFT

8.10



Certificated - Exempt

Job Description: Supervisory Teacher/Instructional Coach TK-8

Description of Assignment:

Provides an educational program for students in grades TK-8 or a combination thereof and assists in the instructional coaching of TK-8th grade Teachers in all programs including onsite middle school and home study programs. The Supervisory Teacher/Instructional Coach reports to the TK-8 Program Coordinator and assists in the oversight of educational programs for TK-8 grade students, providing training and coaching to assigned teachers and other instructional staff. The Supervisory Teacher/Instructional Coach works closely with the Director of Curriculum and Instruction to ensure seamless implementation of the schoolwide coaching cycle based on the PVC Instructional Framework.

Essential Duties and Responsibilities include but are not limited to the following:

- Train and coach Supervisory Teachers in best practices related to instruction, curriculum, classroom management, student files and paperwork in close collaboration with school Leadership.
- Work collaboratively with the TK-8th Program Coordinator on assessment, test data, and response to intervention
- Teach onsite courses and maintain a student caseload as determined by the Executive Director
- Assist the TK-8 Program Coordinator in the preparation of reports and provide guidance to the Executive Director and Leadership Team concerning state-of-the-art instructional theories, techniques and methodologies
- Document and delegate SST responsibilities. Attend workshops and remain current on programs and information available to incorporate in the school's SST processes
- Assist with standardized testing in close collaboration with the Director of Curriculum and Director of Student Services
- Collaborate with Administration to oversee the organization of school events and ensure appropriate rules are followed
- Maintain knowledge of the enrollment process, student policies, and curriculum
- Maintain thorough knowledge of the curriculum and appropriate modifications to meet student needs
- Perform student file checks for grades Transitional Kindergarten through 8th grade
- Prepare and update the teacher training manual
- Respond to Transitional Kindergarten through 8th grade information requests
- Facilitate the TK-8 PLC, under the guidance of the TK-8 Program Coordinator and Director of Curriculum and Instruction.
- Perform other duties as assigned

Requirements:

Education and Experience:

- Valid California Teaching Credential
- Minimum of three years teaching experience
- Minimum of two years experience in instructional coaching

Knowledge, Skills, and Abilities:

- An ability to plan, organize, write with clarity and correctness and work cooperatively with fellow employees, staff, administrators, and parents.

Physical Demands:

- Dexterity of hands and fingers to operate a computer keyboard
- Sitting or standing for extended periods of time
- Hearing and speaking to exchange information and making presentations
- Seeing to read a variety of materials

The amount of time for each activity varies depending on daily work load and priority schedules. Some days, sitting could occur more frequently, and on other days standing and walking could occur throughout the workday. May sit for prolonged time when completing projects; however, standing breaks are encouraged. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

Work Environment:

- School office environment in a moderate-to-loud noise level
- Constant interruptions
- Evening or variable hours

Reasoning Ability:

- Prioritize, organize, and multi task.
- Set high-level goals, develop long-range plans, problem-solve, lead and accept personal accountability for moving in the direction of the Executive Director's goals.
- Coach and mentor staff using a reflective approach and dialogue to work collaboratively with other administrative leaders in carrying out the work of the School.
- Interpret, apply and explain rules, regulations, policies and procedures.
- Prepare comprehensive narrative and statistical reports.
- Perform under demanding, often stressful and varied work schedules with the ability to remain flexible and focused with interruptions and distractions.

License:

- Possession of a valid California Driver's License issued by the Department of Motor Vehicles.

Supervisor: TK-8th Grade Program Coordinator

WORK YEAR: 188 Days

Board Approved: 05/xx/2024

Amended:

8.11



Pacific View Charter School Course Outline

Course Title: Health and Wellness

Course #: 1041

Department: Health Science

Credits: 5

Course Description:

This Health course will help students develop the knowledge and skills needed to make healthy decisions that help students stay active, safe and informed. The lessons and activities are designed to introduce students to important aspects of the main types of health: emotional and mental, social and consumer, and physical. Among other topics, students will explore nutrition, understanding and avoiding disease, first aid and CPR, and human sexuality. Students will find out about the components of a healthy lifestyle and ways to approach making healthy choices and decisions.

This standards-based course is designed to enable students to gain awareness, knowledge, and skills for health literacy. Students will be able to gather, understand, and use health information to enhance their health through a variety of videos and online activities. During this course, students will acquire the skills needed to make informed decisions for optimum health. In addition, students conduct in-depth studies in order to create mentally and emotionally healthy relationships with peers and family, as well as nutrition, substance prevention and drug abuse, and physical fitness plans. Students also examine and analyze harassment and bullying laws. This course includes the required content for comprehensive sexual education and HIV/AIDS education including issues of sex and gender identity, same-sex relationships, pregnancy, contraception, and STI information, and meets the requirements for the California Healthy Youth Act.

Student Outcome:

The student will be able to:

1. Introduce students to concepts and applications of the main types of health: mental and emotional, social and consumer, and physical
2. Introduce methods and strategies for decision-making for healthy life choices
3. Present opportunities for students to apply their value systems to decisions concerning health
4. Introduce and assess communication skills that demonstrate healthy choices with respect for self, family and others
5. Introduce resources provided by online sources, parents, friends and community members in making healthy choices

By the end of this course students will be able to:

- Comprehend essential concepts related to enhancing health.
- Demonstrate the ability to analyze internal and external influences that affect health.
- Demonstrate the ability to access and analyze health information, products, and services.
- Demonstrate the ability to use interpersonal communication skills to enhance health.
- Demonstrate the ability to use decision-making skills to enhance health.
- Demonstrate the ability to use goal-setting skills to enhance health.
- Demonstrate the ability to practice behaviors that reduce risk and promote health.

- Demonstrate the ability to promote and support personal, family, and community health.

Assessment:

Assessment of student outcomes will be based on student performance through examinations, assignments, and qualitative evaluations. ~~Assessments will help students to analyze, interpret, explain, synthesize, evaluate, and communicate.~~ Assessments of student outcomes will be based on coursework and assessments designed with a focus on California State Literacy Standards.

Instructional Materials: ~~Prentice Hall, Health, 2010~~ Course material has primarily been adapted with permission from the following Open Educational Resources:

- Rieck, G. and Lundin, J. (2022). Health Education: An Open Educational Resources Publication by College of the Canyons. Ed. Kyra Karatsu. <https://lib.lavc.edu/c.php?g=571229&p=5251537>
- Stanford Medicine Children's Health Drug Prevention Resources

Board Approval: 8/17/10

Amended: 5/19/15

8.12



PACIFIC VIEW CHARTER SCHOOL

Pacific View Charter School Graduation Requirements 220 credits

~~Board Approved~~ ~~Board Amended~~

Discipline	Courses
English	40 Credits of English including: <ul style="list-style-type: none"> ✓ Grammar and Composition ✓ World Literature ✓ American Literature ✓ English Literature
Mathematics	30 Credits of Mathematics including: <ul style="list-style-type: none"> ✓ Algebra I or Math 1
Science	30 Credits of Science including: <ul style="list-style-type: none"> ✓ Biology with lab (10 credits) ✓ Any Physical Science Course
Social Science	30 Credits of Social Science including: <ul style="list-style-type: none"> ✓ World History ✓ United States History ✓ Civics ✓ Economics
Foreign Language OR Fine Arts	10 Credits
Health Science	5 Credits <ul style="list-style-type: none"> ✓ Health and Wellness
Physical Education	20 Credits
Career/Technology*	10 Credits of Career/Technology including: <ul style="list-style-type: none"> ✓ Introductory Course (1 credit) ✓ Exit Course (1.5 credits) ✓ Careers (5 credits) ✓ Personal Finance (2.5 credits)
Electives	45 Credits of Electives

*Graduates of the class of 2024 are required to meet the Career/Technology requirements as listed. Graduates in previous years may meet the ~~requirement~~ requirements as listed or by taking the following: Intro Course, Exit Course, Careers and Careers 2.

Board Approval Date: 6/21/22

Amended Date:

8.13



PVCS Certificate of Completion

PVCS Certificate of Completion Course of Study

220 credits possible

Language Arts (40)

Functional English 9 A/B
 Functional English 10 A/B
 Functional English 11 A/B
 Functional English 12 A/B
Functional Skills in the IEP

Math (30)

Functional Math 9 A/B
 Functional Math 10 A/B
 Functional Math 11 A/B
Functional Skills in the IEP

Physical Education (20)

Physical Education 1
 Physical Education 2
 Physical Education 3
 Physical Education 4
Functional Skills in the IEP

Health (5)

Health and Wellness

Science (20)

Functional Earth Science A/B
 Functional Biology
 Functional Chemistry

Social Science (25)

Functional World History A/B
 Functional US History A/B
 Functional Civics

Career Technology (10)

Introductory Course (1)
 Careers (5)
 Personal Finance (2.5)
 Exit Course (1.5)

Visual and Performing Arts
 (or) Foreign Language (10)

Electives (60)

Functional Life Skills 1 A/B
 Functional Life Skills 2 A/B
 Functional Life Skills 3 A/B
 Functional Life Skills 4 A/B



PVCS Certificate of Completion

Course Outlines

Language Arts

1325 Functional English 9A (5 credits)

Functional English 9A is a course designed to give students reading and language skills that will prepare them for conversational skills and reading comprehension. The focus is on developing reading skills beginning with meeting students where they are and incrementally advancing reading and language skills. This course is aligned with common core state standards and is required for a high school completion certificate and/or as outlined in the IEP.

1326 Functional English 9B (5 credits)

Functional English 9B is a course designed to continue reading and language skills that will prepare students for conversational skills and reading comprehension. The focus is on developing reading skills beginning with meeting students where they are and incrementally advancing reading and language skills. This course is aligned with common core state standards and is required for a high school completion certificate and/or as outlined in the IEP.

1327 Functional English 10A (5 credits)

Functional English 10A is a course designed to continue developing reading and language skills that will prepare students for conversational skills and reading comprehension. The focus is on developing reading skills with meeting students where they are and incrementally advancing reading and language skills. This course is aligned with common core state standards and is required for a high school completion certificate and/or as outlined in the IEP.

1328 Functional English 10B (5 credits)

Functional English 10B is a course designed to continue developing reading and language skills that will prepare students for conversational skills and reading comprehension. The focus is on developing reading skills with meeting students where they are and incrementally advancing reading and language skills. This course is aligned with common core state standards and is required for a high school completion certificate and/or as outlined in the IEP.

1329 Functional English 11A (5 credits)

Functional English 11A is a course designed to continue developing reading and language skills that will prepare students for conversational skills and reading comprehension. The focus is on developing reading skills with meeting students where they are and incrementally advancing reading and language skills. This



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course is aligned with common core state standards and is required for a high school completion certificate and/or as outlined in the IEP.

1330 Functional English 11B (5 credits)

Functional English 11B is a course designed to continue developing reading and language skills that will prepare students for conversational skills and reading comprehension. The focus is on developing reading skills with meeting students where they are and incrementally advancing reading and language skills. This course is aligned with common core state standards and is required for a high school completion certificate and/or as outlined in the IEP.

1331 Functional English 12A (5 credits)

Functional English 12A is a course designed to continue developing reading and language skills that will prepare students for conversational skills and reading comprehension. The focus is on developing reading skills with meeting students where they are and incrementally advancing reading and language skills. This course is aligned with common core state standards and is required for a high school completion certificate and/or as outlined in the IEP.

1332 Functional English 12B (5 credits)

Functional English 12B is a course designed to continue developing reading and language skills that will prepare students for conversational skills and reading comprehension. The focus is on developing reading skills with meeting students where they are and incrementally advancing reading and language skills. This course is aligned with common core state standards and is required for a high school completion certificate and/or as outlined in the IEP.

Social Studies

1333 Functional World History A (5 credits)

Functional World History A is a course where students will study the major turning points that shaped the modern world. Students will be exposed to democratic ideas, historical roots, and current world issues. Concepts will include historical, geographic, political, economic, and cultural contexts. This course is aligned with common core state standards and is required for a high school completion certificate and/or as outlined in the IEP.



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1334 Functional World History B (5 credits)

Functional World History B is a course where students will continue to study the major turning points that shaped the modern world. Students will be exposed to democratic ideas, historical roots, and current world issues. Concepts will include historical, geographic, political, economic, and cultural contexts. This course is aligned with common core state standards and is required for a high school completion certificate and/or as outlined in the IEP.

1335 Functional US History A (5 credits)

Functional US History A covers the major turning points in American history with an emphasis on the 20th century. Students will review the nation's beginnings and the impact of national events and how it created change in American society. This course is aligned with common core state standards and is required for a high school completion certificate and/or as outlined in the IEP.

1336 Functional US History B (5 credits)

Functional US History B continues the coverage of the major turning points in American history with an emphasis on the 20th century. Students will review the nation's beginnings and the impact of national events and how it created change in American society. This course is aligned with common core state standards and is required for a high school completion certificate and/or as outlined in the IEP.

1337 Functional Civics (5 credits)

Functional Civics is designed to deepen students' understanding of the institutions of American Government. The course includes the process of voting, reflecting on the responsibility of citizenship, understanding the many facets of American Government and participating in the community. This course is aligned with common core state standards and is required for a high school completion certificate and/or as outlined in the IEP.

Math

1338 Functional Math 9A (5 credits)

Functional Math 1A is a course designed to give students basic functional mathematical skills. The focus is on building mathematical skills that allow students to solve problems and build context and connections of the mathematical world. Students will be able to communicate their understanding by finding patterns, organizing, and clarifying mathematical information for a given purpose. This course is aligned with common core state standards and is required for a high school completion certificate and/or as outlined in the IEP.



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1339 Functional Math 9B (5 credits)

Functional Math 1B is a course designed to continue developing mathematical skills. The focus is on building mathematical skills that allow students to solve problems and build context and connections of the mathematical world. Students will be able to communicate their understanding by finding patterns, organizing, and clarifying mathematical information for a given purpose. This course is aligned with common core state standards and is required for a high school completion certificate and/or as outlined in the IEP.

1340 Functional Math 10A (5 credits)

Functional Math 2A is a course designed to formalize and extend basic functional mathematical skills. The focus is on building mathematical skills that allow students to solve problems and build context and connections of the mathematical world. Students will be able to communicate their understanding by finding patterns, organizing, and clarifying mathematical information for a given purpose. This course is aligned with common core state standards and is required for a high school completion certificate and/or as outlined in the IEP.

1341 Functional Math 10B (5 credits)

Functional Math 2B is a course designed to continue with formalizing and extending mathematical skills. The focus is on building mathematical skills that allow students to solve problems and build context and connections of the mathematical world. Students will be able to communicate their understanding by finding patterns, organizing, and clarifying mathematical information for a given purpose. This course is aligned with common core state standards and is required for a high school completion certificate and/or as outlined in the IEP.

1342 Functional Math 11A (5 credits)

Functional Math 3A is a course designed to continue with formalizing and extending mathematical skills. The focus is on building mathematical skills that extend to mathematical relationships that allow students to solve problems and build context and connections of the mathematical world. Students will be able to communicate their understanding by finding patterns, organizing, and clarifying mathematical information for a given purpose. This course is aligned with common core state standards and is required for a high school completion certificate and/or as outlined in the IEP.

1343 Functional Math 11B (5 credits)



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Functional Math 3B is a course designed to continue with formalizing and extending mathematical skills. The focus is on building mathematical skills extending to math processes and shapes that allow students to solve problems and build context and connections of the mathematical world. Students will be able to communicate their understanding by finding patterns, organizing, and clarifying mathematical information for a given purpose. This course is aligned with common core state standards and is required for a high school completion certificate and/or as outlined in the IEP.

Science

1344 Functional Earth Science 1A (5 credits)

Functional Earth Science 1A is a course designed to expose students to the four branches of earth science: geology, oceanography, meteorology, and astronomy, through data analysis, demonstrations, audio/visual media, and hands-on projects. This course is aligned with common core state standards and is required for a high school completion certificate and/or as outlined in the IEP.

1345 Functional Earth Science 1B (5 credits)

Functional Earth Science 1B is a course designed to expose students to the four branches of earth science: geology, oceanography, meteorology, and astronomy, through data analysis, demonstrations, audio/visual media, and hands-on projects. This course is aligned with common core state standards and is required for a high school completion certificate and/or as outlined in the IEP.

1346 Functional Biology (5 credits)

Functional Biology is a course designed to develop skills in identifying fundamental life processes, recognizing genetic variations and implications of living organisms. Students will explore ecosystems and the organization and basic functions of the human body. This course is aligned with common core state standards and is required for a high school completion certificate and/or as outlined in the IEP.

1347 Functional Chemistry (5 credits)

Functional Chemistry engages students in the study of the composition, properties, changes, and interactions of matter. The course covers the basic concepts of chemistry. The components of this course include chemistry and its methods, the composition and properties of matter, changes and interactions of matter, factors affecting the interactions of matter, electrochemistry, organic chemistry, biochemistry, nuclear chemistry, mathematical applications, and applications of chemistry in the real world. This course is aligned



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with common core state standards and is required for a high school completion certificate and/or as outlined in the IEP.

Electives

1360 Functional Life Skills 1 A (5 credits)

This course is focused on essential life skills that support self confidence, independence, and community participation. This course will align to students' individual transition plans that could include personal care, life skills, social skills, communication, safety, functional literacy and numeracy. This course is aligned with common core state standards and is required for a high school completion certificate and/or as outlined in the IEP.

1361 Functional Life Skills 1 B (5 credits)

This course is focused on essential life skills that support self confidence, independence, and community participation. This course will align to students' individual transition plans that could include personal care, life skills, social skills, communication, safety, functional literacy and numeracy. This course is aligned with common core state standards and is required for a high school completion certificate and/or as outlined in the IEP.

1362 Functional Life Skills 2 A (5 credits)

This course is focused on essential life skills that support self confidence, independence, and community participation. This course will align to students' individual transition plans that could include personal care, life skills, social skills, communication, safety, functional literacy and numeracy. This course is aligned with common core state standards and is required for a high school completion certificate and/or as outlined in the IEP.

1363 Functional Life Skills 2 B (5 credits)

This course is focused on essential life skills that support self confidence, independence, and community participation. This course will align to students' individual transition plans that could include personal care, life skills, social skills, communication, safety, functional literacy and numeracy. This course is aligned with common core state standards and is required for a high school completion certificate and/or as outlined in the IEP.



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1364 Functional Life Skills 3 A (5 credits)

This course is focused on essential life skills that support self confidence, independence, and community participation. This course will align to students' individual transition plans that could include personal care, life skills, social skills, communication, safety, functional literacy and numeracy. This course is aligned with common core state standards and is required for a high school completion certificate and/or as outlined in the IEP.

1365 Functional Life Skills 3 B (5 credits)

This course is focused on essential life skills that support self confidence, independence, and community participation. This course will align to students' individual transition plans that could include personal care, life skills, social skills, communication, safety, functional literacy and numeracy. This course is aligned with common core state standards and is required for a high school completion certificate and/or as outlined in the IEP.

1366 Functional Life Skills 4 A (5 credits)

This course is focused on essential life skills that support self confidence, independence, and community participation. This course will align to students' individual transition plans that could include personal care, life skills, social skills, communication, safety, functional literacy and numeracy. This course is aligned with common core state standards and is required for a high school completion certificate and/or as outlined in the IEP.

1367 Functional Life Skills 4 B (5 credits)

This course is focused on essential life skills that support self confidence, independence, and community participation. This course will align to students' individual transition plans that could include personal care, life skills, social skills, communication, safety, functional literacy and numeracy. This course is aligned with common core state standards and is required for a high school completion certificate and/or as outlined in the IEP.

Board Approved: 8/16/2022, 4/16/23

Amended: 9/6/22

4/16/23