



PACIFIC VIEW
CHARTER SCHOOL
A California Public School

Regular Meeting of the Board of Trustees

Board Packet

Tuesday, August 20, 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

Regular Meeting of the Board of Trustees Agenda

Tuesday, August 20, 2024 at 3:00pm

- 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 August 20, 2024, as presented.
- 4.0 Introductions
- 5.0 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.
- 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 June 18, 2024](#)
 - 7.2 [Top Notch Catering Contract](#)
 - 7.3 [Palomar Family Counseling](#)
 - 7.4 [Nanpor Security](#)
 - 7.5 [SDCOE Student Clearinghouse MOU](#)
 - 7.6 [Specialized Therapy Services Master Contract](#)
 - 7.7 [Total Education Solutions Master Contract](#)
 - 7.8 [The Stepping Stones Master Contract](#)
 - 7.9 [ProCare Therapy Master Contract](#)
 - 7.10 [Partners in Special Education Master Contract](#)
- 8.0 Action/Discussion Items
Administrative
 - 8.1 [2024-2025 Annual Organizational Meeting](#) Action
Elections
Regular Meeting schedule: Day, Time, and Location
[Information Summary](#)

Per the bylaws of the Organization, the Board shall meet annually for the purpose of organization, appointment of officers and the transaction of such other business as may properly be brought before the meeting.

Responsible Party

Executive Director Gorence will lead a discussion to include: board position appointments of office, the regular meeting schedule, and the meeting calendar.

Recommended Action:

That the Board approves the results of the organizational meeting.

8.2 **Marketing Presentation** **Information**

Information Summary

Effective marketing helps charter schools attract new students, maintain enrollment, build community relationships, and secure additional funding.

Responsible Party

High School Supervisory Teacher Merrill will present information on our current marketing plan

Recommended Action:

None required

Business and Financial

8.3 [Board Warrant Listing June 1-30, 2024](#) (FY 23-24) **Action**

Information Summary

Warrants and Automated Clearing House (ACH) payments are issued in accordance with approved budgets and/or contracts.

Responsible Party

Fiscal and Operations Coordinator Chang will discuss the Board Warrant Listing.

Recommended Action:

That the Board approves the final warrants and Automated Clearing House (ACH) payments of the 2023-24 fiscal year, issued from June 1-30, 2024.

8.4 [2023-2024 Unaudited Actuals](#) **Action**

Information Summary

The annual statement reporting the financial activities of the 23-24 school year, which are not yet formally audited. This report is due to the authorizer and county office annually on September 15.

Responsible Party

Whitehouse CFO consultant Stephanie Whitehouse will discuss the 23-24 Unaudited Actuals

Recommended Action:

That the Board approve the 23-24 Unaudited Actuals as presented.

8.5 [Education Protection Account Resolutions and Spending Plan](#) **Action**

Information Summary

Proposition 30 (2012) added specific requirements for the receipt and disbursement of certain revenues derived from increases in taxes. The revenue is disbursed into the Education Protection Account (EPA). The school's governing board determines how those funds will be spent each year by approving the EPA Spending Plan.

Responsible Party

Fiscal and Operations Coordinator Chang will discuss the Education Protection Account.

Recommended Action:

That the Board of Education adopt Resolution and the spending plan as presented.

8.6 [Board Warrant Listing July 1-31](#) (FY 24-25) **Action**

Information Summary

Warrants and Automated Clearing House (ACH) payments are issued in accordance with approved budgets and/or contracts.

Responsible Party

Fiscal and Operations Coordinator Chang will discuss the Board Warrant Listing.

Recommended Action:

That the Board approves the warrants and Automated Clearing House (ACH) payments issued from July 1-31, 2024.

8.7 [Petition to Reissue Warrant 14-104630](#) **Action**

Information Summary

Warrants not cashed or deposited within 6 months of issuance become void and require board approval to be reissued.

Responsible Party

Fiscal and Operations Coordinator Chang will discuss the petition to reissue warrant 14-104630

Recommended Action:

That the board approves the petition to reissue.

- 8.8 [Consolidated Application Reporting System](#) Action

Information Summary

The Consolidated Application and Reporting System (CARS) is a data collection system to apply for Categorical Program Funding and to report on the use of those funds.

Responsible Party

Fiscal and Operations Coordinator Chang will discuss the Consolidated Application.

Recommended Action:

That the Board ratify the 2024-25 Consolidated Application.

- 8.9 [Arts and Music in Schools Annual Report](#) Action

Information Summary

Proposition 28: The Arts and Music in Schools (AMS) is an ongoing program supporting arts instruction in schools beginning in 2023–24. An annual board approved expenditure report is required.

Responsible Party

Fiscal and Operations Coordinator Chang will discuss the Prop 28 Annual Report

Recommended Action:

That the board approves the annual report as presented.

Personnel

- 8.10 [Personnel Policy #3](#) Action

Information Summary

Policy regarding Certificated Initial Placement on Salary Schedule at PVC.

Responsible Party

Executive Director Gorence will discuss the policy.

Recommended Action:

That the Board approve Personnel Policy #3 as presented.

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

Information/Summary

Update to the current job description.

Responsible Party

Fiscal and Operations Coordinator Chang will discuss the changes to the Special Education Lead Instructional Aide job description.

Recommended Action:

That the board approves the revised job description.

- 8.12 [Lead Instructional Aide/Student Support Job Description](#) Action

Information/Summary

Update to the current job description.

Responsible Party

Fiscal and Operations Coordinator Chang will discuss the changes to the Lead IA/Student Support job description.

Recommended Action:

That the board approve the revised job description.

- 8.13 [Lead Instructional Aide Job Description](#) Action

Information/Summary

Update to the current job description.

Responsible Party

Fiscal and Operations Coordinator Chang will discuss the changes to Lead IA job description.

Recommended Action:

That the board approves the revised job description.

- 8.14 [Instructional Aide Job Description](#) Action

Information/Summary

Update to the current job description.

Responsible Party

Fiscal and Operations Coordinator Chang will discuss the changes to the Instructional Aide job description.

Recommended Action:

That the board approves the revised job description.

Curriculum

8.15

[ELD Grades 6-8 A B Course Outline](#)

Action

Information/Summary

New elective courses for the 24-25 school year.

Responsible Party

Director of Curriculum and Instruction Gibson will discuss the new courses.

Recommended Action:

That the board approves the middle school courses as presented.

9.0 Board/Staff Discussion

10.0 Adjournment/Next Meeting

The next regularly scheduled meeting of the Board of Trustees is to be determined

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.



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3670 Ocean Ranch Blvd., Oceanside, CA 92056

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Phone # (760) 757-0161

Phone # (951) 697-1990

Meeting of the Board of Trustees

Minutes

Tuesday, June 18, 2024 at 3:00 pm

1.0 Call to Order/Roll Call at 3:00 pm

Present: Kathy Cohen, Noel Ross, Ricardo Sanchez

2.0 Pledge of Allegiance

3.0 Approval of Agenda

Action

Recommended Action:

Motion to approve the agenda was made by: Noel Ross

Seconded Motion: Ricardo Sanchez

Ayes: Ricardo Sanchez, Kathy Cohen, Noel Ross

Noes:

Abstain:

Absent: Jon Walters

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

In attendance: Erin Gorence, Jodi Campanelli, Diane Gibson, Lori Bently, Zuleyma Hernandez, Linda Moore, John Sturm, Geoff Weeks, Celia Hernandez, Stephanie Whitehouse, Gayl Johnson

Remote: Kathy Meck

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 May 28, 2024](#)

Action

Recommended Action:

That the Board approve the minutes for the Regular Board Meeting on May 28, 2024, as presented.

7.2 [Integrated Pest Management Plan](#)

Motion to approve the Consent Calendar was made by: Ricardo Sanchez

Seconded Motion: Noel Ross

Ayes: Kathy Cohen, Noel Ross, Ricardo Sanchez

Noes:
 Abstain:
 Absent: Jon Walters

8.0 Action/Discussion Items

Administrative

8.1 [2024-25 LCAP](#) Action

Information Summary

Annually required Local Control Accountability Plan

Responsible Party

Executive Director Gorence will discuss the 2024-25 LCAP

Motion to approve the 24/25 LCAP was made by: Kathy Cohen

Seconded Motion: Noel Ross

Ayes: Kathy Cohen, Noel Ross, Ricardo Sanchez

Noes:

Abstain:

Absent: Jon Walters

8.2 [Local Indicators](#) Action

Information Summary

Required Local Indicators for the California School Dashboard

Responsible Party

Executive Director Gorence will discuss the 2024-25 Local Indicators

Recommended Action:

Motion to approve the Local Indicators was made by: Noel Ross

Seconded Motion: Ricardo Sanchez

Ayes: Kathy Cohen, Noel Ross, Ricardo Sanchez

Noes:

Abstain:

Absent: Jon Walters

8.3 [2024-25 Injury and Illness Prevention Plans](#) Action

For [Oceanside](#) and [Moreno Valley Campus](#)

Information Summary

The Injury and Illness Prevention Plan (IIPP) is a written workplace safety program required by Cal-OSHA T8 CCR §3203. The regulation requires that every employer develop and implement an effective IIPP.

Responsible Party

Technology Technician Sturm will discuss updates to the 2024-25 Injury and Illness Prevention Plans.

Motion to approve the IIPPs was made by: Kathy Cohen

Seconded Motion: Ricardo Sanchez

Ayes: Kathy Cohen, Noel Ross, Ricardo Sanchez

Noes:

Abstain:

Absent: Jon Walters

8.4 Crisis Plan Updates Oceanside and Moreno Valley Action

Information Summary

Housekeeping revisions to the incident command tree, dates and page numbers

Responsible Party

Technology Technician Sturm will discuss the updates to the Crisis Plan

Recommended Action: That the board approve the plans as presented

Motion to approve the Crisis Plan was made by: Kathy Cohen

Seconded Motion: Noel Ross

Ayes: Kathy Cohen, Noel Ross, Ricardo Sanchez

Noes:

Abstain:

Absent: Jon Walters

Business and Financial

8.5 [Proposed 2024/25 Budget](#) Action

Information Summary

Proposed School Budget for 2024-25 school year

Responsible Party

Consultant Stephanie Whitehouse will discuss the budget.

Recommended Action:

Motion to approve the 24/25 Budget was made by: Kathy Cohen

Seconded Motion: Noel Ross

Ayes: Kathy Cohen, Noel Ross, Ricardo Sanchez

Noes:

Abstain:

Absent: Jon Walters

8.6 [Board Warrant Listing May 1-31, 2024](#) Action

Information Summary

Warrants and Automated Clearing House (ACH) payments are issued in accordance with approved budget and/or contracts.

Responsible Party

Director Gorence will discuss the Board Warrant Listing.

Recommended Action:

Motion to approve the Warrant Listing was made by: Kathy Cohen

Seconded Motion: Noel Ross

Ayes: Kathy Cohen, Noel Ross, Ricardo Sanchez

Noes:

Abstain:

Absent: Jon Walters

8.7 [2024-2025 Annual Risk Management JPA Resolution](#) Action

Information Summary

Annual Resolutions to Designate Authorized Representative to the San Diego County Schools Risk Management JPA

Responsible Party

Director Gorence will discuss the Risk Management JPA annual resolution.

Recommended Action:

Motion to approve the Resolution was made by: Noel Ross

Seconded Motion: Ricardo Sanchez

Ayes: Kathy Cohen, Noel Ross, Ricardo Sanchez

Noes:

Abstain:

Absent: Jon Walters

8.8 [2024-2025 Annual Fringe Benefits Consortium \(FBC\) Resolution](#) Action

Information Summary

Annual Resolutions to Designate Authorized Representative to the San Diego County Schools Fringe Benefits Consortium

Responsible Party

Director Gorence will discuss will discuss the FBC annual resolution

Recommended Action:

Motion to approve the Resolution was made by: Kathy Cohen

Seconded Motion: Noel Ross

Ayes: Kathy Cohen, Noel Ross, Ricardo Sanchez

Noes:

Abstain:

Absent: Jon Walters

Personnel

8.9

2024-25 Salary Schedules

Action

Information/Summary

2024-25 Salary schedules reflecting a 4 percent increase for all employees

Responsible Party

HR & Business Services Coordinator Bentley will discuss.

Recommended Action:

Motion to approve the Salary Schedules was made by: Ricardo Sanchez

Seconded Motion: Noel Ross

Ayes: Kathy Cohen, Noel Ross, Ricardo Sanchez

Noes:

Abstain:

Absent: Jon Walters

Curriculum

None

9.0

Closed Session

9.1

Public Employee Performance Evaluation

Action

Govt. Code 54957: Executive Director Performance Evaluation

Open Session Ending: 3:45 pm

Closed Session Open: 3:46

Closed Session Ending: 4:33

Report out on action taken in closed session: Evaluation has been completed and will be placed in employee personnel file.

10.0 Board/Staff Discussion

None

11.0 Adjournment/Next Meeting

Meeting closed at: 4:34

**AGREEMENT TO PROVIDE MEALS**

Between Top N Catering LLC. and Pacific View Charter School (San Diego), Inc.

Meal Vendor:	Top N Catering LLC 6190 Fairmount Ave Suite G San Diego, CA 92120 1350 Industrial Park Ave Redlands, CA 92374 1715 E 21st Street Los Angeles, CA 90058
Receiving SFA:	Pacific View Charter School 3670 Ocean Ranch Blvd, Oceanside, CA 92056

This agreement made this July 1, 2024 between the Meal Vendor, Top N Catering LLC, Pacific View Charter School, is created for the purpose of providing lunch under the NSLP program.

It is hereby agreed that:

A. Statement of Work

TNC will provide lunch to **(Pacific View Charter School)** that comply with the nutrition standards established by the United States Department of Agriculture (USDA) for the National School Lunch Program and the Child and Adult Care Food Program. **(Pacific View Charter School)** will be responsible for claiming reimbursement from the appropriate State agency for all meals served to children enrolled in **(Pacific View Charter School)** schools.

A.1. Meal Ordering and Meal Components

- a. The number of meals prepared by TNC will be determined by the quantity ordered by **(Pacific View Charter School)**. **(Pacific View Charter School)** will notify TNC of the quantity needed for each week no later than 12:00 p.m. of each Wednesday for the following week of service. **(Pacific View Charter School)** will place orders via email to stefano@topncatering.com and admin@topncatering.com.
 - i. If **(Pacific View Charter School)** needs to alter an order after the deadline, **(Pacific View Charter School)** can send a change request to totals@topncatering.com requesting the change. TNC will respond if this can be accommodated and will strive to do so within 48 hours of delivery.
- b. TNC will provide the following in sufficient quantity for the number of meals ordered: entrées, sides including fruit, vegetable and milk (white milk, choice of low fat or nonfat) and required utensils as needed.



- c. Field Trips: TNC will provide (Pacific View Charter School) with sack lunches for field trips when requested at the standard order time of no later than 12:00 p.m. of each Wednesday for the following week of service.

A.2. Delivery and Service of Meals

- a. TNC will transport meals from the preparation site to the school site. The delivery time to (Pacific View Charter School) will be agreed upon by both parties.
- b. Deliveries by TNC will occur Monday-Friday to each of the sites.
- c. TNC will provide all of the equipment necessary to transport the meals to (Pacific View Charter School).
- d. (Pacific View Charter School) will provide all personnel necessary to accept delivery, serve, and supervise the consumption of meals.

A.3. Equipment and Care of Meals

- a. TNC will be responsible for the condition and care of meals until (Pacific View Charter School) accepts delivery, and thereafter, (Pacific View Charter School) will be responsible for maintaining the proper temperature of the meal components until they are consumed.

A.4. Monthly Menu Planning

- a. No later than one (1) week prior to the end of each month, TNC will provide to (Pacific View Charter School) a monthly menu covering the meals to be served for the following month.
- b. TNC reserves the right to enact menu changes or substitutions which may be required due to unforeseen circumstances but will always follow (Pacific View Charter School) guidelines.
- c. Students with special dietary needs must have on file a CNP-925 Form signed by a medical doctor or a recognized medical authority. Once a signed form is provided to TNC, TNC may take up to 10 business days to create an accommodating menu. TNC accommodates special needs only regarding food allergies resulting from the (8) major allergens as defined by the Food Allergen Labeling and Consumer Protection Act of 2004 (FALCPA): dairy, soy, peanut, tree nut, fish, shellfish, egg, and wheat. TNC reserves the right to deny accommodation for critical cases

A.5. Buy American and FNS-2017-0021

- a. TNC will comply with the Buy American requirement, which dictates that (Pacific View Charter School) participating in the federal school meal programs are required to purchase domestic commodities and products for (Pacific View Charter School) meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S.



substantially (at least 51 percent) using agricultural commodities that are produced in the U.S. (7CFR210.21, 220.16).

- b. Starting July 1, 2019, Top Notch Catering shall adopt the FNS-2017-0021 Child Nutrition Programs: Flexibilities for Milk, Whole Grains, and Sodium Requirements.

B. Agreement Period & Price Negotiation

As allowed by Federal procurement guidelines, contracts may be renewed by mutual agreement for up to four additional one-year periods (a.k.a. Option Years) following the Base Year, with price negotiable. At time of renewal, both TNC and Pacific View Charter School shall execute an agreement addendum/amendment stating the extended agreement period and new price. Base Year: This agreement will begin on July 1, 2024 and will end June 30, 2023. At the end of the term, the contract may be renewed in which the meal price can be adjusted, at a minimum, by the Consumer Price Index for all Urban Consumers (CPI-U) for Food Away from Home.

C. Meal Price

TNC will charge (Pacific View Charter School) the following:

Meal Type	Fee per Meal
Breakfast	\$2.52
Lunch	\$3.86

D. Payment Terms

TNC will issue itemized electronic invoices for the full cost of the lunch program. (Pacific View Charter School) shall submit payment to TNC within thirty (30) days of receipt of TNC invoice. TNC reserves the right to charge up to a 3.5 percent interest rate (compounded monthly) on any balance left unpaid on an invoice.

E. Insurance and Permits

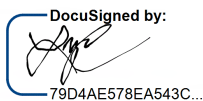

TNC will keep and maintain commercial general liability insurance in an amount no less than one million dollars and prepare meals at a site that maintains the appropriate state and local health certifications for the facility, and will maintain certification at all times.

F. Termination



Either party may terminate this agreement at any time by giving (30) days written notification to the other party, setting forth the reason and the effective date of termination. Upon such termination, (Pacific View Charter School) and TNC shall make settlement of all amounts due within a thirty (30) day period.

The parties hereto are fully authorized and have executed this agreement. By signing below, I certify that I have read, understand and agree to all of the terms and conditions listed in this contract.

Name and Title of TNC Official Lynley Connor- CEO	Telephone Number 3022282989
Signature of TNC Official 	Date 7/2/2024
Name and Title of (Pacific View Charter School) Official Erin Gorence, Executive Director	Telephone Number 760-757-0161
Signature of (Pacific View Charter School) Official 	Date 6/24/24

**INDEPENDENT CONTRACTOR AGREEMENT
BETWEEN
PACIFIC VIEW CHARTER SCHOOL & PALOMAR FAMILY COUNSELING SERVICES, INC.**

This Agreement is made between Pacific View Charter School ("PVCS"), a California charter school, with its principal place of business at 3670 Ocean Ranch Boulevard, Oceanside CA 92056 and Palomar Family Counseling Service, Inc. ("Independent Contractor").

It is the desire of PVCS to engage the services of Independent Contractor to serve PVCS. Such services and the relationship between PVCS and Independent Contractor shall be governed according to the following terms and conditions:

SECTION 1. SERVICES TO BE PERFORMED. Independent Contractor agrees to perform the services detailed in **Attachment A** on PVCS's behalf.

SECTION 2. PAYMENT. In consideration for the services to be performed by Independent Contractor, PVCS agrees to pay Independent Contractor the amount of \$55 per hour for services rendered to PVCS, including counseling, record keeping, supervision, and consultation. Independent Contractor will bill PVCS for services rendered by the fifteenth (15th) day following the month of service by submitting an invoice setting forth the nature and hours of the services. PVCS will pay Independent Contractor the amounts as stated herein specified in each monthly billing within thirty (30) days after the receipt of the bill.

SECTION 3. MATERIALS. Independent Contractor will furnish all materials, equipment and supplies used to provide the services required by this Agreement.

SECTION 4. CONDITIONS OF INDEPENDENT CONTRACTOR SERVICES. As a condition of Independent Contractor being selected to provide the services detailed in **Attachment A**, Independent Contractor shall provide PVCS with the notice that these five items have been obtained by PFCS:

- Negative TB test results for the assigned counselor;
- Completion of the live scan background checks (paid for by Independent Contractor) for the assigned counselor;
- Copy of qualifications, including resume and license or registration as they relate to the services provided under **Attachment A**;
- Proof of insurance as it relates to the services provided under **Attachment A**; and
- W-9.

SECTION 5. INTELLECTUAL PROPERTY OWNERSHIP. Independent Contractor assigns to PVCS all patent, copyright and trade secret rights in anything created or developed by Independent Contractor for PVCS under this Agreement. This assignment is conditioned upon full payment of the compensation due Independent Contractor under this Agreement. Independent Contractor shall help prepare any documents PVCS considers necessary to secure any copyright, patent, or other intellectual property rights at no charge to PVCS. However,

PVCS shall reimburse Independent Contractor for all reasonable actual expenses necessary to carry out the terms of this Section.

SECTION 6. TERM OF AGREEMENT. The term of the Agreement shall be for the period of July 1, 2024 through May 31, 2025. Either party may terminate the Agreement as provided below.

SECTION 7. TERMINATING THE AGREEMENT. During the term of this Agreement, either party may terminate the Agreement without cause at any time by providing thirty (30) days prior written notice to the other party. Those authorized to receive notice for the parties are the signatories of this Agreement.

This Agreement terminates automatically on the occurrence of any of the following events: (a) the bankruptcy or insolvency of either party; (b) sale of business of either party; or (c) the death or permanent disability of either party; (d) material breach of any term or condition of this Agreement; or (e) revocation or nonrenewal of the PVCS charter.

SECTION 8. INDEPENDENT CONTRACTOR STATUS. Independent Contractor is not an employee of PVCS. Independent Contractor's employees or subcontractors are not PVCS's employees. Independent Contractor and PVCS agree to the following rights consistent with an independent contractor relationship:

- (a) Independent Contractor has the right to perform services for others during the term of this Agreement.
- (b) Independent Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed, to the extent that the provision of Independent Contractor's services is consistent with the responsibilities set forth herein at **Attachment A**.
- (c) Independent Contractor has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.
- (d) Independent Contractor or Independent Contractor's employees or subcontractors shall perform the services required by this Agreement; PVCS shall not hire, supervise or pay any assistants to help Independent Contractor.
- (e) Neither Independent Contractor nor Independent Contractor's employees or subcontractors shall receive any training from PVCS in the skills necessary to perform the services required by this Agreement.
- (f) PVCS shall not require Independent Contractor or Independent Contractor's employees or subcontractors to devote full time to performing the services required by this Agreement.

- (g) Neither Independent Contractor nor Independent Contractor's employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of PVCS.

SECTION 9. WORKERS' COMPENSATION. PVCS shall not obtain workers' compensation insurance on behalf of Independent Contractor or Independent Contractor's employees. If Independent Contractor hires employees to perform any work under this Agreement, Independent Contractor will obtain workers' compensation insurance for those employees to the extent required by law.

SECTION 10. LOCAL, STATE AND FEDERAL TAXES. Independent Contractor shall pay all income taxes and FICA (Social Security and Medicare taxes) incurred while performing services under this Agreement. PVCS will not:

- (a) Withhold FICA from Independent Contractor's payments or make FICA payments on Independent Contractor's behalf;
- (b) Make state or federal unemployment compensation contributions on Independent Contractor's behalf; or
- (c) Withhold state or federal income tax from Independent Contractor's payments.

If Independent Contractor is required to pay any federal, state or local sales, use, property, or value added taxes based on the services provided under this Agreement, the taxes shall be separately billed to PVCS. Independent Contractor shall not pay any interest or penalties incurred due to late payment or nonpayment of any taxes by PVCS.

SECTION 11. CONFIDENTIALITY. Independent Contractor acknowledges that during the engagement it will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by PVCS and/or used by PVCS in connection with the operation of its business including, without limitation, PVCS's business and product processes, methods, pupil/personnel record information, accounts and procedures.

SECTION 12. EXCLUSIVE AGREEMENT. This is the entire Agreement between Independent Contractor and PVCS. All previous agreements between the parties, if any, whether written or oral, are merged herein and superseded hereby.

SECTION 13. MODIFYING THE AGREEMENT. This Agreement may be supplemented, amended, or modified only by the mutual agreement of both parties. No modification of this Agreement shall be binding unless in writing and expressing an intent to modify the Agreement and signed by both parties.

SECTION 14. DISPUTE RESOLUTION. If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in San Diego County. Any costs and fees other than attorneys' fees associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory

solution through mediation, the parties agree to submit the dispute to a mutually agreed-upon arbitrator in San Diego County. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorneys' fees, will be allocated by the arbitrator.

SECTION 15. LIMITED LIABILITY. This provision allocates the risks under this Agreement between Independent Contractor and PVCS. Independent Contractor's pricing reflects the allocation of risk and limitation of liability specified below. However, Independent Contractor shall remain liable for bodily injury or personal property damage resulting from grossly negligent or willful actions of Independent Contractor or Independent Contractor's employees or agents while on PVCS's premises to the extent such actions or omissions were not caused by PVCS. NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE FOR THE OTHER'S LOST PROFITS, OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE PARTY HAS BEEN ADVISED BY THE OTHER PARTY OF THE POSSIBILITY OF SUCH DAMAGES.

SECTION 16. NOTICES. All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- (a) When delivered personally to the recipient's address as stated on this Agreement;
- (b) Three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement, or
- (c) When sent by fax to the last fax number of the recipient known to the person giving notice.

Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.

If to Independent Contractor:
 Lisa Turner, LCSW
 1002 East Grand Ave.
 Escondido, CA 92025

If to PVCS:
 Erin Gorence
 3670 Ocean Ranch Boulevard
 Oceanside CA 92056

SECTION 17. NO PARTNERSHIP. This Agreement does not create a partnership relationship. Neither party has authority to enter into contracts on the other's behalf.

SECTION 18. INTERPRETATION AND OPPORTUNITY FOR COUNSEL. In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein. The parties hereto acknowledge and agree that each has been given an opportunity to independently review this Agreement with legal counsel.

SECTION 19. APPLICABLE LAW. This Agreement will be governed by the laws of the State of California.

SIGNATURES

ON BEHALF OF PVCS:



Erin Gorence

Title: Executive Director

Date: 7/22/24

INDEPENDENT CONTRACTOR:

PALOMAR FAMILY COUNSELING SERVICE,
INC.



Lisa Turner, LCSW, Executive Director

Taxpayer ID Number: 33-0629248

Date: 6/20/24

**Attachment A
Scope of Services**

Responsibilities shall include:

Independent Contractor will provide counseling, record keeping, supervision and consultation for

- 1. Five 6-hour days per week from July 1, 2024 to August 13, 2024;**
- 2. Five 8-hour days from August 14, 2024 through May 31, 2025; and**
- 3. Five 5-hour days, or a comparable schedule for 20-25 hours weekly, from August 14, 2024 through May 31, 2025.**

PVCS shall refer students with behavioral, social, and emotional concerns to Independent Contractor, Palomar Family Counseling Service, Inc.

The hours of work will be determined by Independent Contractor in consultation with PVCS.

**NANPOR, INC., D.B.A.
NANPOR SECURITY SERVICES
SECURITY SERVICES AGREEMENT**

This agreement ("Agreement") is entered into on this 23rd day of June 2024, by and between Nanpor, Inc., a California corporation, doing business as Nanpor Security Services, whose address is 601 Mission Avenue, Oceanside, California, 92054 (hereinafter referred to as "Nanpor"), and Pacific View Charter School whose address is 3670 Ocean Ranch Blvd., Oceanside, CA. 92056 (hereafter referred to as "Client"). Nanpor will provide to Client security officer services as set forth below and in accordance with the attached terms and conditions.

Number of Officers: 1 Uniformed Officer

Address for Service: 3670 Ocean Ranch Blvd.
Oceanside, CA. 92056

Dates of Service: Beginning: July 1, 2024

Ending: May 20, 2025

Days/Hours of Service: Monday–Friday 8:00am– 1:00pm from July 1, 2024 to August 13, 2024

Monday, Tuesday, Thursday and Friday 7:45am – 2:45pm from July 1, 2024 to May 20, 2025

Wednesday 7:45am – 1:30pm from July 1, 2024 to May 20, 2025

Officers shall be (check all that apply):

☒ Unarmed ☐ Armed in accordance with all laws and regulations
Armed with ☐ firearm ☐ baton (optional) ☐ chemical agent

Officers authority duties (check all that apply):

<input checked="" type="checkbox"/> Provide Area Security	<input checked="" type="checkbox"/> Conduct Physical Check of Building(s)
<input checked="" type="checkbox"/> Report Hazardous Conditions	<input checked="" type="checkbox"/> Conduct Patrol of Assigned Area
<input checked="" type="checkbox"/> Report safety maintenance problems	<input checked="" type="checkbox"/> Prevent Entry from Unauthorized Personnel
<input checked="" type="checkbox"/> Conduct and Report Surveillance	<input checked="" type="checkbox"/> Assist in all Situations as Required for Client safety
<input checked="" type="checkbox"/> Provide mobile telephone and ensure it is always carried by security	

Rate(s): \$43.00 per hr.

Discounted Overtime/Holiday rate *: \$64.50 per hr.

*New Year's Day, Martin Luther King, Jr., Day, Lincoln's Birthday, Presidents Day, Washington's Birthday, Easter, Memorial Day, Juneteenth, Independence Day Eve, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Eve, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve.

Payment and Payment Terms: Client agrees to pay to Nanpor the above hourly rates for services performed, in accordance with the following payment terms: Security service hours will be pre billed 15 days prior to service month on 1st and 16th of each month and paid at Net 30. All sums due Nanpor which are not timely paid as set forth above incur a \$100.00 late fee and shall bear interest at the rate of one and one-half percent (1½%) per month, or eighteen percent annually.

This Agreement shall continue in full force and effect from its effective date to the date services are scheduled to end as noted above, unless otherwise modified in writing or terminated in accordance with the termination provisions set forth in the attached terms and conditions.

The attached terms and conditions are incorporated herein and contain provisions concerning limited liability, indemnification and other terms and conditions governing this Agreement. By signing below, Client acknowledges that he or she has read the attached terms and conditions and agrees to be bound by them.

NANPOR, INC., d.b.a.

NANPOR SECURITY SERVICES

PPO LICENSE NO. 15189

By: Phillip V. Hughey

Title: CEO

Tel: (760) 439-6400

By: Erin Gorence

*Print Name

By: 

Signature

Title:

Tel:

**NANPOR, INC., d.b.a. NANPOR SECURITY SERVICES
ON-SITE SERVICES AGREEMENT
TERMS AND CONDITIONS**

1.0 DUTIES OF CLIENT. Client authorizes and empowers Nanpor to enter upon the property of Client to perform the services described herein. Client shall ensure the condition of the building(s) and surrounding area(s) and the situation for which the security officer is requested are safe and do not present a danger to the security officer. In the event Nanpor determines the building(s), surrounding area(s) or situation is not safe for the security guard to perform his or her duties, Nanpor will immediately notify Client of the unsafe condition(s). Client agrees to immediately remedy any unsafe condition(s). In the event Client fails to immediately remedy an unsafe condition, Nanpor reserves the right to remove the security guard from the location until the condition is corrected.

2.0 REPRESENTATIONS, INSURANCE, LIMITATION OF LIABILITY AND INDEMNIFICATION

2.1 Nanpor agrees to perform its services under this Agreement in a professional and ethical manner. Nanpor makes no other warranty or representation, express or implied, and specifically makes no warranty or guarantee that the services provided hereunder will prevent occurrences, or the consequences there from, which services are designed to prevent.

2.2 It is understood and agreed that Nanpor is not an insurer of any property or the personal safety of persons on or about the premises where services are being performed. Any insurance on the premises, its contents, and any life, disability or health insurance of persons on or about the premises, shall be the responsibility of Client or a third party, and not of Nanpor.

2.3 Payment to Nanpor is based on the value of the service provided and is not related to the value of property or property of others located on the premises where the services are being performed.

2.4 Nanpor shall defend, indemnify and hold harmless Pacific View Charter School and their respective members and their employees, officers, directors and agents from and against any and all actions, costs, claims, losses, expenses and/or damages, including attorney's fees, for bodily injury and/or death to Contractor's employees and/or third parties which arise out of or result from the negligent performance or alleged negligent performance, the willful misconduct or alleged willful misconduct of Contractor and its employees in connection with the services to be performed by the Contractor hereunder.

2.5 Nanpor shall further defend and indemnify Pacific View Charter School and their respective members, employees, officers, directors and agents from and against any and all actions, costs, claims, losses, expenses and/or damages, including attorney's fees, for or arising out of the false arrest, detention imprisonment, malicious prosecution and/or libel or slander committed by Contractor in the performance of the services under this Agreement.

3.0 TERMINATION

3.1 Termination for Convenience. Either party may terminate this Agreement by providing not less than fifteen (30) days written notice to the other party. In the event of cancellation of services, Nanpor shall have the right to collect all unpaid charges for services performed prior to cancellation. All costs of collection for overdue accounts, including reasonable attorneys' collection fees, shall be borne by Client.

3.2 Termination for Cause. Without prejudice to any other rights of the parties hereunder or provided by law, either party may terminate this Agreement for cause upon ten (10) days' written notice to the other party in the event the party has committed. For purposes of this section, a material breach shall include, but not be limited to, the failure of a party to comply with any term of this Agreement.

3.3 This Agreement may, at Nanpor option, terminate on the occurrence of any written or telegraphic notice to Nanpor that: (1) Client has become insolvent or made a general assignment for the benefit of creditors; or (2) Client files a petition under any bankruptcy act or similar statute if filed by or against the Client and not vacated within thirty (30) days after it is filed.

4.0 DISPUTE RESOLUTION

4.1 Informal Resolution. The parties shall resolve their disputes informally to the maximum extent possible. The parties shall negotiate all matters of separate and joint concern in good faith, with the intention of resolving issues between them in a mutually satisfactory manner. Only disputes within the scope of the Agreement are subject to this clause. However, nothing in this clause shall preclude the parties from exercising their termination rights granted under the law.

4.2 Arbitration. Thereafter, any remaining unresolved controversy or claim arising out of or relating to this Agreement or breach thereof, shall be settled by arbitration in San Diego, California, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. If either party fails to make a good faith attempt at resolving the dispute by the informal process above, prior to resorting to arbitration, that party shall not be entitled to the recovery of costs and/or attorneys' fees.

4.3 Dispute Resolution Mandatory. The dispute resolution process provided in this clause is a prerequisite to the exercise of any juridical remedies available to the parties, except where a party is seeking injunctive or other equitable relief.

5.0 ATTORNEYS' FEES AND COSTS. In the event of an arbitration or a suit for damages arising from this Agreement or to enforce its terms, the prevailing party shall be entitled to attorneys' fees and costs of suit, the amount to be determined by the arbitrator(s), unless such fees and costs are prohibited as set forth herein.

6.0 ENTIRE AGREEMENT. Each party acknowledges this written Agreement constitutes the complete and exclusive statement of the terms and conditions between the parties, which supersedes and merges all prior understandings or other agreements, oral and written, between the parties relating to this Agreement.

7.0 MODIFICATION. This Agreement may be modified only by the mutual written agreement of the parties.

8.0 FORCE MAJEURE. Neither party shall be liable to the other for any delay or failure to perform due to traditional force majeure events beyond either party's reasonable control (i.e., acts of God and certain governmental activities).

9.0 ASSIGNMENT. Neither party may assign this Agreement or any of its obligations hereunder without the prior written consent of the other party. Any such attempt without prior written consent shall be null and void.

10.0 SEVERABILITY. If any term, condition or provision of this Agreement is held by a court or an arbitrator of competent jurisdiction to be invalid, void, or unenforceable, in whole or in part for any reason, the remaining provisions, or portions of them, shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

11.0 WAIVER. No waiver shall be deemed to have been made by either party hereto unless expressed in writing and signed by the waiving party. The failure of either party to insist in any one or more instances upon strict performance of any of the terms or provisions of this Agreement, or to exercise any election herein contained, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, or election, but the same shall continue and remain in full force and effect. No waiver by either party of any one or more of its rights or remedies under this Contract shall be deemed to be a waiver of any prior or subsequent rights or remedy hereunder or at law. All remedies afforded in this Agreement shall be taken and construed as in addition to every other remedy available at law or in equity.

12.0 AGREEMENT GOVERNED BY LAW OF STATE OF CALIFORNIA. This Agreement shall be construed in accordance with the existing federal, state and local laws and ordinances. In any action or proceeding that may be brought arising out of, under, or because of this Agreement, the laws of the State of California shall apply and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which the action or proceeding may be instituted.

The parties agree all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a party elects to file an action in federal court) courts located in the County of San Diego. This choice of venue is intended by the parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this Section. Each party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to the venue with respect to any proceeding brought in accordance with this Section.

13.0 NOTICE. Any notice, payment or instrument required or permitted to be given under this Agreement shall be deemed received upon personal delivery or seventy-two (72) hours after deposit in any United States post office, first class postage prepaid and addressed to the party intended at the addresses set forth below. Notices, requests or demands may also be given by facsimile transmission to the respective facsimile numbers given by the parties to each other, and any such notice, request or demand shall be deemed to be delivered upon receipt, provided successful transmission of any such facsimile is confirmed by telephone by the receiving party.

14.0 INSURANCE. Nanpor shall maintain, at their sole expense, insurance coverages from insurance companies reasonably acceptable to Owner in the following types and amounts: Commercial General Liability (\$1,000,000 per occurrence, \$2,000,000 General Aggregate, \$2,000,000 Products, \$1,000,000 Personal Injury, \$50,000 Fire, \$5,000 Medical Payments); Automobile Liability (\$1,000,000 Combined Single Limit Liability); Workers' Compensation (Statutory Limits as required by law) and Employer's Liability (\$1,000,000). The Comprehensive General Liability Insurance and Automobile Liability Insurance policies shall: (i) be written in occurrence form; (ii) name the indemnities as additional insureds; and (iii) be endorsed to provide that the coverage will be primary and not contributory to such insurance as may be carried by the indemnities. Contractor and its insurer(s) waive their rights of subrogation against the indemnities and their respective insurers. Prior to commencing the Work, Contractor shall deliver to Owner certificates of insurance evidencing all of the coverages required herein, and the certificates shall provide that such insurance shall not be canceled without thirty (30) days' advance written notice to Owner.

Pacific View Charter School and its affiliates will be named as additional insured.

**MEMORANDUM OF
UNDERSTANDING**
Between the
PACIFIC VIEW CHARTER SCHOOL
(School District)
And the
**SAN DIEGO COUNTY
SUPERINTENDENT OF
SCHOOLS**
Regarding
**DATA SHARING SERVICES FOR
NATIONAL STUDENT
CLEARINGHOUSE**

This **Memorandum of Understanding ("MOU")** is entered into this **1st day of July 2024**, by and between the **SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS ("SDCOE")**, and the **PACIFIC VIEW CHARTER SCHOOL ("LEA" and collectively, "Parties")**.

WHEREAS, the Parties wish to protect the privacy of pupil records, and to comply with any applicable privacy statutes, including FERPA, AB 1584 and SOPIPA; and

WHEREAS, the purpose of this MOU is to set forth the rights and responsibilities of SDCOE and LEA with respect to data collected or retained by the LEA and/or by SDCOE.

IT IS UNDERSTOOD AND AGREED TO AS FOLLOWS:

Rationale:

The LEA and the SDCOE agree that in a global economy, students who are well-prepared to compete for high-skill jobs will more likely enjoy a higher standard of living. These students will also help produce a higher standard of living for San Diego County citizens. The LEA and SDCOE agree to collaborate in order to maximize student preparation for college and career during the K-12 experience. In order to accurately track the progress of San Diego County high school graduates' success in post-secondary education and to be able to adjust programs and services to maximize student success in such institutes, we agree to the following memorandum of understanding regarding the use of StudentTracker, a tool developed by the National Student Clearinghouse.

The SDCOE agrees to provide the LEA, at no cost, full access and use of the StudentTracker developed by the National Student Clearinghouse for each of its comprehensive, continuation, and charter high school within the county.

The LEA agrees to the following:

- I. To submit accurate, updated data for each of its high schools annually and periodically (when appropriate) to StudentTracker according to StudentTracker guidelines for submission to the National Student Clearinghouse
- II. To submit the data according to timelines specified by SDCOE.
- III. To submit the data using the file layout from the National Clearinghouse.
- IV. To follow the file encryption procedure set up by SDCOE to protect the confidentiality of the data.
- V. To permit access to StudentTracker electronic data files to SDCOE employees.
- VI. To permit SDCOE to use StudentTracker data to complete related educational research, wherein timely, prior notification is given to the LEA.
- VII. To permit SDCOE to share research with various stakeholders.
- VIII. To identify a StudentTracker contact person within the LEA to facilitate communication between the LEA and the SDCOE.

The SDCOE Agrees to the following:

- I. To pay the subscription fee related to the use of StudentTracker by the LEA and SDCOE.
- II. To use StudentTracker data to complete educational research to maximize services to students to maximize students success.
- III. To provide notification to LEAs when sharing research with any stakeholder.
- IV. To allow sharing of electronic data files with SDCOE partners upon permission of each LEA designee.
- V. To identify a lead person at SDCOE to communicate with the LEA's designated contact person.

IT IS FURTHER AGREED TO AS FOLLOWS:

1. Applicable Law: The sharing of Data under this MOU will from time to time include the collection and maintenance by the SDCOE of educational records that contain personally identifiable information on students and/or staff of the LEA. SDCOE is bound by the same regulations and laws for access and management of this Data and will conform to all legal requirements. SDCOE and the LEA agree that the disclosure of information under this MOU complies with the requirements of Education Code sections 49076 and 49076.5, as amended by AB 733 and A B 1584 , the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g; 34 CFR Part 99, as amended), Health Insurance Portability and Accountability Act of 1996 ("HIPPA"), Student Online Personal Information Protection Act ("SOPIPA")(California Business and Professions Code section 22584), and other state and federal laws and regulations regarding educational records).

Both Parties understand that certain federal and state programs and laws, including the free and reduced lunch program and laws governing the provision of special education services, have additional legal requirements for data security, and both Parties agree to maintain full compliance with such requirements. Without limitation to the foregoing, SDCOE and the LEA additionally agree that aggregated (non-individually identifiable) data may be reported upon or shared as allowable by law.

2. Ownership of Data: SDCOE and the LEA agree that the LEA will continue to maintain ownership of its source data. SDCOE agrees that it will not alter the LEA's source data without explicit authorization from the LEA and is not responsible for any errors therein. SDCOE shall not be responsible for the type or quality of the data provided by the LEA, and SDCOE makes no warranty

as to the Data itself. The LEA understands that though SDCOE may notify it of issues it discovers with the source data, the LEA is responsible for any corrections required to its own data or will authorize SDCOE to make explicit change(s). The LEA acknowledges that accurate reports rely upon accurate source data being maintained by the LEA. Each party owns or controls its data systems and the work product generated by such systems.

3. Prohibited Use of Data: Except as otherwise permitted by the terms of this Agreement, SDCOE shall not use the data supplied to it in an unauthorized manner. Specifically, SDCOE shall not sell or release student data, nor enable or permit third parties to engage in targeted advertising to students or to build student profiles unrelated to the purposes contemplated by this Agreement.
4. Third Party Vendors: SDCOE may have contracts with third parties to help SDCOE maintain the SDCOE data system ("SDCOE Contractors"). SDCOE may not distribute Student and/or Staff Data to any SDCOE Contractors without the LEA's written consent or as permitted by the Agreement, unless required by law. SDCOE shall ensure that approved subcontractors adhere to all of the provisions of this MOU. SDCOE will help ensure that any subcontractor or sub-processor that it engages, to process store or access Student Data, has adequate technical security and organizational measure in place to keep Student and/or Staff Data secure and to comply with the terms of this MOU.
5. Data Security: Both Parties agree to maintain appropriate security protocols in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by Parties legally allowed to do so. SDCOE shall maintain all data obtained or generated pursuant to the Agreement in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to this Agreement except as necessary to fulfill the purpose of data requests by the LEA. SDCOE shall provide annual security training to those of its employees, who operate or have access to the system. SDCOE shall provide the LEA with contact information for the person at SDCOE who the LEA may contact if the LEA has security concerns or questions. Where applicable, SDCOE will require unique account identifiers, usernames and passwords that must be entered each time a client or user signs in.
6. Data Breach Notification: Upon becoming aware of any unlawful or unauthorized access to Student and/or Staff Data stored on Equipment used by SDCOE or in facilities used by SDCOE, SDCOE will take the following measures:
 - 6.(i) Promptly notify the LEA of the suspected or actual incident, including the type of data subject to the unauthorized access.
 - 6.(ii) Promptly investigate the incident and provide the LEA with detailed information regarding the incident, including the identity of the affected users, and the estimated date of the breach.
 - 6.(iii) Assist the LEA in notifying either the student or their legal guardian, and take commercially reasonable steps to mitigate the effects and to minimize any damages resulting from the incident,
7. Outside Agencies:
 - 7.(i) SDCOE may be required by subpoena or other lawfully issued order to divulge student data to law enforcement or other reviewing agency. When permitted by the requesting agency, SDCOE shall provide the LEA with notice of the request and types of information requested. Both SDCOE and the LEA have periodic needs to share student data, as legally allowed, with public agencies (including the California Department of Education) needing access to such data to provide services to students. SDCOE and the LEA understand that the sharing of

data for use in such systems will greatly streamline the process of getting important services to students. Foster Youth data is an example requiring production of, access to, and sharing of data on behalf of the SAN DIEGO County courts and other public agencies to provide intervention services. Education Code sections 49076 and 49076.5, as amended, provide specific legal conditions under which data may be accessed by or shared with public agencies.


- 7.(ii) SDCOE agrees that no data will be made accessible to any such agency for any purpose other than those limited to the data required and relevant to the program's services, and only under conditions allowed by law.
- 7.(iii) Additionally, the LEA and SDCOE may have the periodic needs to share data, as legally allowed, with university researchers for academic purposes to allow university researchers to collaborate with the LEA and SDCOE or to perform relevant research studies. SDCOE shall notify the LEA in writing of the following: (1) The identity of the researchers or organizations to whom the data will be transmitted; (2) Provide contracts when requested, which shall include provisions binding the researcher to the terms of this MOU; and (3) the types of data to be transmitted; and (4) the manner in which the data shall be de-identified or aggregated.
8. Independent Contractors: Both Parties may engage the services of outside professionals in the course of administration, development or technical support of data systems. Any such professionals will be bound at all times by the same confidentiality and security requirements which are applicable to any data within the Parties' systems, and by state and federal law governing such access.
9. Indemnification/Liability: SDCOE and the LEA agree to mutually indemnify against claims against their respective agencies as a result of any or all actions, claims, damages and losses, including attorney's fees that may arise out of or in any way result from the negligent or intentional acts, errors or omissions of the other party. The Parties further agree that each shall not be held liable for any special, consequential, indirect or incidental damages incurred as a result of this agreement. SDCOE shall be held harmless for any claims or lawsuits arising out of the release of information pursuant to a request by the LEA that is in conformity with the procedures set forth in this MOU. The LEA specific assignments pursuant to an Attachment to this MOU may be subject to specific indemnification clauses contained within the attachments to this MOU.
10. Severability: If any provision of this MOU is determined by a court to be invalid, unenforceable or otherwise ineffective, that provision shall be severed from the rest of this Agreement, and the remaining provisions shall remain in effect and enforceable.
11. Term of the Agreement: This MOU may be periodically or annually updated to incorporate changes if required upon mutual agreement of the Parties. LEA understands that this agreement is part of an effort to standardize data sharing and management between SDCOE and all districts it serves, and as such, every effort will be made to maintain a common agreement across all agencies. Notwithstanding the foregoing, this MOU shall terminate five (5) years after the effective date above.
12. Termination: Either Party may terminate this MOU upon ninety (90) days' written notice. SDCOE certifies that Student Data shall not be retained or available to SDCOE upon expiration of the term of this MOU. SDCOE shall work with LEA for the orderly transfer and disposition of Student Data. SDCOE shall also destroy or return to the LEA all Student Data obtained, pursuant to this MOU when such Student Data are no longer required for the MOU, or within a reasonable time. SDCOE may retain a specific pupil's Data in the event that the pupil chooses to establish or maintain an account with the SDCOE for the purpose of storing pupil-generated content, either by retaining possession and control of their own pupil-generated content, or by transferring pupil-generated content to a personal account.

13. Dispute Resolution: In the event of a dispute between any party to this MOU, the parties shall attempt to resolve their disputes informally, in discussions involving the decision- makers for each of the parties. If these discussions are not successful, the parties shall retain a mediator to resolve the dispute with the mediation to be held within 90 days of the date the dispute arises. If mediation is not successful, either party shall have the right to bring the dispute before the SAN DIEGO County Superior Court.

IN WITNESS WHEREOF, the Parties agree to this Memorandum of Understanding to be executed by their duly authorized officers in the County of SAN DIEGO, State of California.

San Diego County Superintendent of Schools
6401 Linda Vista Road
San Diego, CA 92111

PACIFIC VIEW CHARTER SCHOOL
3670 Ocean Ranch Boulevard
Oceanside, CA 92056

Signed  Digitally signed by
Michael Simonson
Date: 2024.06.12
09:47:08 -07'00'
Authorized Signature

Michael Simonson
Printed name

Deputy Superintendent, Chief Business Officer
Title

Date _____

Signed 
Authorized Signature

Erin Gorence
Printed name

Executive Director
Title

Date 5/29 /24



Attachment 1
StudentTracker® for High Schools Agreement

District Name	PACIFIC VIEW CHARTER SCHOOL
Date	7/1/2024

Participating High Schools

School Name:	PACIFIC VIEW CHARTER SCHOOL	City, State:	Oceanside, CA
ACT Code:	52357		
NCES Code:			
Address:	3670 Ocean Ranch Boulevard, Oceanside, CA 92056		
Number of Enrollees:	332		

School Name:		City, State:	
ACT Code:			
NCES Code:			
Address:			
Number of Enrollees:			

School Name:		City, State:	
ACT Code:			
NCES Code:			
Address:			
Number of Enrollees:			



**Attachment 2:
StudentTracker® for High Schools Agreement**

**NATIONAL STUDENT CLEARINGHOUSE
SCHEDULE OF FEES FOR SECONDARY SCHOOLS
Published December 1, 2020 and Effective Until Further Notice**

High schools, high school consortiums and/or high school districts will pay an annual subscription fee for participation in the StudentTracker for High Schools program equal to \$595.00 per high school.

The program will be provided at **no charge** to high schools that meet the following criteria:

- Have a total enrollment of less than 300 students, AND
- Are located in a district where two or more high schools pay the full annual StudentTracker for High Schools subscription fee.

Attachment 3
STUDENTTRACKER® FOR HIGH SCHOOLS
CONTACT LIST

School/District/Consortium Name: PACIFIC VIEW CHARTER SCHOOL

***Executive Contact**

(Primary point of contact other than signee)

Name: Erin Gorence Title: Executive Director
 Email Address: egorence@pacificview.org Phone Number: 760-757-0161 x110

***Billing Contact**

(Person to receive billing invoice)

Name: Shannon Coulter Title: Director
 Billing Address: 6401 Linda Vista Road, 321N, San Diego, CA 92111
 Email Address: scoulter@sdcoe.net Phone Number: 858-295-8825

***Technical Contact(s)**

(Person(s) responsible for creating, sending and receiving file data)

Name: Celia Hernandez Title: School Counselor
 Email Address: chernandez@pacificview.org Phone Number: 760-757-0161
 Name: Shannon Coulter Title: Director
 Email Address: Scoulter@sdcoe.net Phone Number: 858-295-8825
 Name: Ofelia Dominguez Title: Budget Technician
 Email Address: ofelia@sdcoe.net Phone Number: 858-298-2019

Please email completed contract and attachments to: contracts@studentclearinghouse.org

NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2024-2025

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA PACIFIC VIEW CHARTER SCHOOL

Contract Year 2024-2025

 Nonpublic School

 X Nonpublic Agency

Type of Contract:

 X Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

 Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

 Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date:

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

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2024-2025**CONTRACT NUMBER:****LOCAL EDUCATION AGENCY: PACIFIC VIEW CHARTER SCHOOL****NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:**
SPECIALIZED THERAPY SERVICES**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**
MASTER CONTRACT**GENERAL PROVISIONS****1. MASTER CONTRACT**

This Master Contract (or “Contract”) is entered into on July 1, 2024, between **PACIFIC VIEW CHARTER SCHOOL**, hereinafter referred to as the local educational agency (“LEA”), a member of the SELPA and **SPECIALIZED THERAPY SERVICES** (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or “CONTRACTOR” for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Service Agreement (hereinafter referred to as “ISA”). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR’s obligation to provide all relevant services specified in the student’s Individualized Education Program (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of a student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for the development of the ISA and invoices.

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

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq.* and within the professional scope of practice of each provider’s license, certification, and/or credential. A current copy of CONTRACTOR’s NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract.

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

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2024 to June 30, 2025 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2024. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

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

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

6. INDIVIDUAL SERVICE AGREEMENT ("ISA")

This Agreement shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP or by written agreement between the parent and LEA. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the NPS/A.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, and employees.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term “qualified” means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f. “Parent” means:
 - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
 - ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,
 - iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare,

- iv. a surrogate parent,
- v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Contract" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

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

All notices mailed or emailed to LEA shall be addressed to the person and address as indicated on the signature page of this Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, , including verification of behavior training consistent with 56366.1; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws, if applicable; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant the following access to student records, (a) the student's parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

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

12. VENUE AND GOVERNING LAW

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

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

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

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

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

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.

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

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

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

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

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

- E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate

of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

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

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

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

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

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

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

- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

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

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

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

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to

provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 44 Clearance Requirements and Section 45 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

The LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

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

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

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

22. GENERAL PROGRAM OF INSTRUCTION

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*

When CONTRACTOR is a NPS, CONTRACTOR’s general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA’s standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE’s standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student’s IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards (“CCSS”) for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by an LEA, that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading

toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

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

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

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

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

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

24. CLASS SIZE

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

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

coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

When CONTRACTOR is an NPS, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth, and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this contract, including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that all NPS/A shall utilize the LEA approved electronic IEP system for all IEP development,

service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

Using forms developed by the CDE or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Code sections 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900 and 48915.

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommended activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California ("ELPAC"), the Alternative English Language Proficiency Assessments for California ("Alternative ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

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

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

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

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;

5. restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention;
6. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
7. an intervention that precludes adequate supervision of the individual;
8. an intervention that deprives the individual of one or more of his or her senses.

CONTRACTOR shall comply with Education Code section 49005.8. Specifically, Contractor shall not do any of the following:

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

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

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

If prone restraint techniques are used by CONTRACTOR, a staff member shall observe the pupil for any signs of physical distress throughout the use of prone restraint. Whenever possible, the staff member monitoring the pupil shall not be involved in restraining the pupil.

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

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

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA

student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

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

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

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

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s) quarterly.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS

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

When CONTRACTOR serves students in grades nine (9) through twelve (12) inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not recommend awarding a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

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

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

38. STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF STUDENT FROM PROGRAM

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

40. PARENT ACCESS

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

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

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

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

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

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the

California Code of Regulations section 3000 et seq.. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

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

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal IDEA (20 U.S.C. Sec. 1400 et seq.) and shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type.

42. STATE MEAL MANDATE

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

43. MONITORING

The State Superintendent of Public Instruction ("Superintendent"), through the delegated monitoring activities to the California Department of Education (CDE), shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

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

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

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

The LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS where the LEA has placed a pupil and entered into a master contract. The monitoring visit shall include, but is not limited to, a review of services specified on the ISA

and provided to the pupil, a review of progress the pupil is making toward the goals set forth in the pupil's IEP, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA or SELPA shall report the findings resulting from the monitoring visit to the CDE within 60 calendar days of the onsite visit.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR employees, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

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

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students, in-person or virtually, until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

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

45. STAFF QUALIFICATIONS

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

in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

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

In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)). CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA

with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

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

47. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

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

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in

an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.* and 49406, regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

51. ADMINISTRATION OF MEDICATION

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

52. INCIDENT/ACCIDENT REPORTING

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

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: The LEA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public

benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

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

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

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

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

- a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

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

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

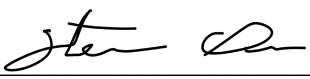
- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2024 and terminates at 5:00 P.M. on June 30, 2025, unless sooner terminated as provided herein.

CONTRACTOR**LEA****Specialized Therapy Services****PACIFIC VIEW CHARTER SCHOOL**

Nonpublic School/Agency

LEA Name

By:  6/10/24
Signature Date
Steven Oas, Director

By: _____
Signature Date

Name and Title of Authorized
Representative

ERIN GORENCE, EXECUTIVE DIRECTOR
Name and Title of Authorized
Representative

Notices to CONTRACTOR shall be addressed to:
Steve Oas, Director

Notices to LEA shall be addressed to:

Erin Gorence, Executive Director

Name and Title Specialized Therapy Services	Name and Title Pacific View Charter School
Nonpublic School/Agency/Related Service Provider 4204A Adams Ave,	LEA 3670 Ocean Ranch Blvd
Address San Diego, CA 92116	Address Oceanside CA 92056
City State Zip 618.431-5049	City State Zip 760-757-0161
Phone Fax steve@theoascenter.com	Phone Fax egorence@pacificview.org
Email	Email

Additional LEA Notification
(Required if completed)

Linda Moore, Special Education Coordinator

Name and Title

3670 OCEAN RANCH BLVD.

Address

Oceanside CA 92056

City **State** **Zip**

760-757-0161 760-435-2666

Phone **Fax**

lmoore@pacificview.org

EXHIBIT A: 2024-2025 RATES**4.1 RATE SCHEDULE FOR CONTRACT YEAR**The CONTRACTOR: **SPECIALIZED THERAPY SERVICES**The CONTRACTOR CDS NUMBER: **_1A-37-106**

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Code	Session Type	Cost	Period
425	APE: Assessment, Direct Service Individual/Group, IEP, Prep/Plan	\$90.00	Hourly
425	APE: Drive Time (as approved by LEA Admin)	\$90.00	Hourly
445	AT: Assessment, Direct Service, Training, Prep/Plan Consult (Per IEP)	\$100.00	Hourly
445	AT: Drive Time (as approved by LEA Admin)	\$100.00	Hourly
720	Audiology: Assessment, Hourly, Direct Service, IEP Meeting, Prep/Plan	\$190.00	Hourly
720	Audiology: Drive Time (as approved by LEA Admin)	\$190.00	Hourly
535	Behavior Intervention Services: Assessment, Consult (per IEP), Direct Service, IEP Meeting, Supervision, Prep/Plan, Training	\$130.00	Hourly
535	Behavior Intervention Services: Drive Time (as approved by LEA Admin)	\$130.00	Hourly
535	Behavior Technician: Direct Service, Prep/Plan, Training	\$70.00	Hourly
535	Behavior Technician: Drive Time	\$70.00	Hourly
710	DHH: Assessment, Direct Service, IEP Meeting, Prep/Plan	\$110.00	Hourly
710	DHH: Drive Time (as approved by LEA Admin)	\$110.00	Hourly
510/515 520/525 530	ERMHS 510, 515, 520, 525, 530: Direct Individual/Group, Hourly, IEP Meeting, Prep/Plan, Training, Consult (per IEP)	\$95.00	Hourly
510/515 520/525 530	ERMHS 510, 515, 520, 525, 530 Bilingual: Direct Individual/Group, Hourly, IEP Meeting, Prep/Plan, Training, Consult (per IEP) & Drive Time (as approved by LEA Admin)	\$110.00	Hourly
510	ERMHS: Assessment Flat Rate	\$1,350.00	Assessment
510	ERMHS Bilingual: Assessment Flat Rate	\$1,600.00	Assessment
All ERMHS	ERMHS: Drive Time (as approved by LEA Admin)	\$95.00	Hourly
340	Instructional Assistant: Assessment, Direct Service, IEP Meeting, Prep/Plan, Consult (per IEP)	\$45.00	Hourly
340	Instructional Assistant: Drive Time (as approved by LEA Admin)	\$45.00	Hourly
900	Music Therapy: Direct Service, IEP Meeting, Prep/Plan, Assessment	\$100.00	Hourly
900	Music Therapy: Drive Time (as approved by LEA Admin)	\$100.00	Hourly
435/436	Nursing: Direct Service, Health Assessment, Hearing/Vision Screening, Training, IEP Meeting	\$95.00	Hourly
435/436	Nursing Drive Time (as approved by LEA Admin)	\$95.00	Hourly
435/436	LVN Nursing: Direct Service, Health Assessment, Hearing/Vision Screening, Training, IEP Meeting	\$55.00	Hourly
435/436	LVN Nursing: Drive Time (as approved by LEA Admin)	\$55.00	Hourly
435/436	CNA Nursing: Direct Service, Health Assessment, Hearing/Vision Screening, Training, IEP Meeting	\$45.00	Hourly
435/436	CNA Nursing: Drive Time (as approved by LEA Admin)	\$45.00	Hourly
730	O&M: Assessment, Direct Service, IEP Meeting, Prep/Plan, Consult (per IEP)	\$145.00	Hourly
730	O&M: Drive Time (as approved by LEA Admin)	\$145.00	Hourly

740	OI: Assessment, Direct Service, IEP Meeting, Prep/Plan	\$145.00	Hourly
740	OI: Drive Time (as approved by LEA Admin)	\$145.00	Hourly
450	OT: Assessment, Direct Service Individual/group, Prep/Plan, IEP Meeting, Consult (per IEP)	\$90.00	Hourly
450	OT: Drive Time (as approved by LEA Admin)	\$90.00	Hourly
450	OT Assistant: Direct Individual/Group, Prep/Plan	\$75.00	Hourly
450	OT Assistant: Drive Time (as approved by LEA Admin)	\$75.00	Hourly
530	Psych: Neuro Psych Assessment	\$5,000.00	Assessment
530	Psych: Neuro Psych IEP	\$138.00	Hourly
530	Psych: Psych Assessment	\$1,350.00	Assessment
530	Psych: Psych Assessment with Academics	\$1,800.00	Assessment
530	Psych: Psych Assessment with ERMHS	\$1,800.00	Assessment
530	Psych: Psych Assessment with ERMHS and Academics	\$2,100.00	Assessment
530	Psych: Direct Service, IEP Meeting, Prep/Plan, Consult	\$125.00	Hourly
530	Psych Bilingual: Assessment	\$1,600.00	Assessment
530	Psych Bilingual: Assessment with Academics	\$2,100.00	Assessment
530	Psych Bilingual: Assessment with ERMHS	\$2,100.00	Assessment
530	Psych Bilingual: Assessment with ERMHS and Academics	\$2,400.00	Assessment
530	Psych Bilingual: Direct Service, IEP Meeting, Prep/Plan	\$138.00	Hourly
530	Psych: Drive Time (as approved by LEA Admin)	\$125.00	Hourly
530	Psych Bilingual: Drive Time (as approved by LEA Admin)	\$138.00	Hourly
460	PT: Assessment, Direct Service, IEP Meeting, Prep/Plan	\$100.00	Hourly
460	PT: Drive Time (as approved by LEA Admin)	\$100.00	Hourly
330	SAI: Assessment, Direct Service Individual/Group, IEP, Prep/Plan	\$90.00	Hourly
330	SAI: Drive Time (as approved by LEA Admin)	\$90.00	Hourly
330	SAI Bilingual: Assessment, Direct Service Individual/Group, IEP, Prep/Plan	\$95.00	Hourly
330	SAI Bilingual: Drive Time (as approved by LEA Admin)	\$95.00	Hourly
	Spec Ed Coordination: IEP Meeting, Consultation, Admin	\$145.00	Hourly
	Spec Ed Coordination: Drive Time (as approved by LEA Admin)	\$145.00	Hourly
415	Speech: Assessment, Direct Individual/Group, Prep/Plan, Consult (per IEP)	\$90.00	Hourly
415	Speech: Drive Time (as approved by LEA Admin)	\$90.00	Hourly
415	Speech Assistant: Assessment, Prep/Plan, Direct Individual/Group, Consult (per IEP)	\$75.00	Hourly
415	Speech Assistant: Drive Time (as approved by LEA Admin)	\$75.00	Hourly
415	Speech Bilingual: Assessment, Prep/Plan, Direct Individual/Group, Consult (per IEP)	\$96.00	Hourly
415	Speech Bilingual: Drive Time (as approved by LEA Admin)	\$96.00	Hourly
725	Vision Itinerant: Assessment, Direct Service, IEP Meeting, Prep/Plan, Consult (Per IEP)	\$145.00	Hourly
725	Vision Itinerant: Drive Time (as approved by LEA Admin)	\$145.00	Hourly
900	VT: Assessment – Flat Rate	\$800.00	Assessment
900	VT: Direct Service, IEP Meeting, Prep/Plan, Consult (per IEP)	\$170.00	Hourly

Appendix A:

A. Should LEA wish to hire an STS employee assigned to the LEA, LEA may do so without a fee after the completion of the contracted school year period. Should the LEA elect to hire the employee before the completion of the period a conversion fee will be paid to STS in the form of: Full-time (employees

working 30-hours or more per week for STS) provider: \$2,500, and Part-time (employees working less than 30-hours per week for STS) provider: \$1,250.

B. Payment for missed sessions when provider confirmed attendance prior to arrival to the school, this includes Psychological Assessments.

C. Minimum 2-hours of service time to be paid to providers when on campus to provide services or attend meetings.

D. For charters with more than one location the travel time between schools is billable.

E. Services provided per hour also include IEP meeting/preparation/participation, scheduling, session planning, SEIS service tracker reporting and consultation to staff/parents as approved by the school administration. Certain services may require session set up and break down (example: APE may need to create a specific sporting program on campus) this is billable. Provider time spend waiting or finding a location to provide services while on campus.

F. If the LEA engages CONTRACTOR as a full-time equivalent (FTE) Provider, and does not have an Individual Service Agreement (ISA) in place for each student being served by that Provider, then the responsibility for maintaining records as defined by California Education Code section 49061(b) including electronically stored information; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; and notification of injuries, shall be the responsibility of the LEA. The LEA shall retain the legal responsibility and authority over these records, including their confidentiality, accessibility, and proper storage, in compliance with the regulations outlined in Education Code Section 49062.

G. Parking: If providers are required to pay for parking when on campus for services, the parking fees are reimbursable by the charter school.

H. Billable Administrative Costs: When providers are asked by the school/LEA to perform administrative duties including but not limited to: Creating PWN, meeting notices, CALPADS reporting, Behavior Plans, Manifestation Determination Meetings, Threat Assessments, AT Device programming, SCIA reporting/training.

I. Mileage will be paid at the agreed upon standard IRS rate for distances greater than 20-minutes from provider origination with prior approval from LEA.

J. Independent Study/Home School Charter programs: Providers can get reimbursed for sessions cancelled with less than 24-hours' notice.

CONTRACTOR

Specialized Therapy Services, Inc.
Nonpublic School/Agency

 6/20/24

Signature

Date

Steve Oas, Director
Name and Title of Authorized Representative

LEA

Pacific View Charter School
LEA Name

Signature

Date

Name and Title of Authorized Representative

EXHIBIT B: 2024-2025 ISA

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2024 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2025, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

Pupil Name _____ Sex: ☐ M ☐ F Grade: _____
(Last) (First) (M.I.)

Address _____ City _____ State/Zip _____

DOB _____ Residential Setting: ☐ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian _____ Phone () _____ (Residence) _____ (Business)
Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School:* The average number of minutes in the instructional day will be: _____ during the regular school year
_____ during the extended school year
2. *Nonpublic School:* The number of school days in the calendar of the school year are: _____ during the regular school year
_____ during the extended school year

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. **INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE:** (Applies to nonpublic schools only): Daily Rate: _____

Estimated Number of Days _____ x Daily Rate _____ = PROJECTED BASIC EDUCATION COSTS _____

B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COSTS \$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS \$ _____

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6. Progress Reporting	Quarterly	Monthly	Other	
Requirements:	_____	_____	(Specify)	_____

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA/SELPA-

 (Name of Nonpublic School/Agency)

 (Name of LEA/SELPA)

 (Signature)

 (Date)

 (Signature)

 (Date)

 (Name and Title)

 (Name of Superintendent or Authorized Designee)

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2024 and terminates at 5:00 P.M. on June 30, 2025, unless sooner terminated as provided herein.

CONTRACTOR**LEA**

Total Education Solutions
Nonpublic School/Agency

PACIFIC VIEW CHARTER SCHOOL
LEA Name

By: Dana Rivera 5/15/2024
Signature Date

By: _____
Signature Date

Dana Rivera, Contracts Administrator
Name and Title of Authorized Representative

ERIN GORENCE, EXECUTIVE DIRECTOR
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:**Notices to LEA shall be addressed to:**

Dana Rivera, Contracts Administrator
Name and Title
Total Education Solutions
Nonpublic School/Agency/Related Service Provider
99 Pasadena Avenue, Suite 10C
Address
South Pasadena CA 91030
City State Zip
323-240-3437
Phone Fax
drivera@tesidea.com
Email

Erin Gorence, Executive Director
Name and Title
Pacific View Charter School
LEA
3670 Ocean Ranch Blvd
Address
Oceanside CA 92056
City State Zip
760-757-0161
Phone Fax
egorence@pacificview.org
Email

**Additional LEA Notification
(Required if completed)**

Linda Moore, Special Education Coordinator
Name and Title
3670 OCEAN RANCH BLVD.
Address
Oceanside CA 92056
City State Zip
760-757-0161 760-435-2666
Phone Fax
lmoore@pacificview.org
Email

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2024 and terminates at 5:00 P.M. on June 30, 2025, unless sooner terminated as provided herein.

CONTRACTOR**LEA****The Stepping Stones****PACIFIC VIEW CHARTER SCHOOL****Nonpublic School/Agency****LEA Name**

By: Natalie Clark 07/11/2024
Signature Date

By: _____
Signature Date

Natalie Clark, Client Services Specialist
Name and Title of Authorized Representative

ERIN GORENCE, EXECUTIVE DIRECTOR
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:	Notices to LEA shall be addressed to:
Natalie Clark, Client Services Specialist	Erin Gorence, Executive Director
Name and Title	Name and Title
The Stepping Stones Group	Pacific View Charter School
Nonpublic School/Agency/Related Service Provider	LEA
184 High Street, Suite #701	3670 Ocean Ranch Blvd
Address	Address
Boston MA 02110	Oceanside CA 92056
City State Zip	City State Zip
800-337-5965 800-822-8287	760-757-0161
Phone Fax	Phone Fax
natalie.clark@ssg-healthcare.com	egorence@pacificview.org
Email	Email

**Additional LEA Notification
(Required if completed)**

Linda Moore, Special Education Coordinator

Name and Title

3670 OCEAN RANCH BLVD.

Address

Oceanside CA 92056

City State Zip

760-757-0161 760-435-2666

Phone Fax

lmoore@pacificview.org

Email

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2024 and terminates at 5:00 P.M. on June 30, 2025, unless sooner terminated as provided herein.

CONTRACTOR**LEA**

New Direction Solutions, LLC dba ProCare Therapy

William Redding

■

William Redding

Division Director

July 11, 2024 15:48 UTC

IP: 38.142.99.19

PACIFIC VIEW CHARTER SCHOOL
LEA Name

272374 - Pacific View Charter School

By: 

■
Erin Gorence

Executive Director

July 12, 2024 22:50 UTC

IP: 98.175.245.2

Notices to CONTRACTOR shall be addressed to:	Notices to LEA shall be addressed to:
Name and Title	Erin Gorence, Executive Director
Nonpublic School/Agency/Related Service Provider	Name and Title
Address	Pacific View Charter School
City State Zip	LEA
Phone Fax	3670 Ocean Ranch Blvd
Email	Address
	Oceanside CA 92056
	City State Zip
	760-757-0161
	Phone Fax
	egorence@pacificview.org
	Email

Additional LEA Notification
(Required if completed)

Linda Moore, Special Education Coordinator

Name and Title

3670 OCEAN RANCH BLVD.

Address

Oceanside CA 92056

City State Zip

760-757-0161 760-435-2666

Phone Fax

lmoore@pacificview.org

Email

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2024 and terminates at 5:00 P.M. on June 30, 2025, unless sooner terminated as provided herein.

CONTRACTOR**LEA**

Partners in Special Education
Nonpublic School/Agency

PACIFIC VIEW CHARTER SCHOOL
LEA Name

By: *John Hall Jr.* 05/17/2024
Signature Date

By: _____
Signature Date

John Hall Jr, President
Name and Title of Authorized Representative

ERIN GORENCE, EXECUTIVE DIRECTOR
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

<u><i>John Hall, President</i></u> Name and Title	Erin Gorence, Executive Director Name and Title
<u><i>Partners in Special Education</i></u> Nonpublic School/Agency/Related Service Provider	Pacific View Charter School LEA
Address	3670 Ocean Ranch Blvd
City State Zip	Oceanside CA 92056 City State Zip
Phone Fax	760-757-0161 Phone Fax
Email	egorence@pacificview.org Email

Additional LEA Notification
(Required if completed)

Linda Moore, Special Education Coordinator
Name and Title

3670 OCEAN RANCH BLVD.
Address

Oceanside CA 92056
City State Zip

760-757-0161 760-435-2666
Phone Fax

lmoore@pacificview.org
Email

ANNUAL ORGANIZATIONAL MEETINGTime and Place for Meeting

In accordance with the Bylaws, the Board shall meet within the physical boundaries of the county in which the greatest number of pupils who are enrolled in Pacific View Charter School reside at least once annually within thirty (30) days of the beginning the school year for the purpose of reorganizing the Board.

Order of Business

In accordance with the Bylaws, the order of business at this meeting shall be:

- A. Call to order.
- B. Appoint Trustees to fill vacancies.
- C. Elect Chairperson.
- D. Set regular meetings (time, place and day).
- E. Elect any representatives to serve on any applicable advisory boards and/or committees as appropriate.
- F. Recognize departing Board members.
- G. Readopt in resolution form School policy regarding the Board's Code of Ethics.
- H. Such other business as may be determined to be necessary by the Board and reflected on the posted agenda.
- I. Adjournment.

Adopted: 5-25-22

Amended:
4879-3527-1706, v. 1

PACIFIC VIEW CHARTER SCHOOL
BOARD WARRANT LISTING
JUNE 1-30, 2024

82

Warrant ID	Name	Payment Date	Total Warrant Amount	Descr	Fund	Invoice Fund Amount	PO No.
023262	Pediatric Therapy Services, LLC	6/3/2024	7,056.00	SPED Physical Therapist	6200	156.00	0000001995
023262	Pediatric Therapy Services, LLC	6/3/2024		SPED Teacher	6200	6,900.00	0000002015
023263	OFFICE DEPOT	6/3/2024	169.84	Oceanside- Admin Office Suppli	6200	44.56	0000001894
023263	OFFICE DEPOT	6/3/2024		SPED Instructional Supplies	6200	8.25	0000001932
023263	OFFICE DEPOT	6/3/2024		Student Supplies	6200	33.00	0000001853
023263	OFFICE DEPOT	6/3/2024		Oceanside- Admin Office Suppli	6200	48.84	0000001894
023263	OFFICE DEPOT	6/3/2024		SPED Instructional Supplies	6200	4.49	0000001932
023263	OFFICE DEPOT	6/3/2024		Oceanside- Admin Office Suppli	6200	12.75	0000001894
023263	OFFICE DEPOT	6/3/2024		Student Supplies	6200	17.95	0000001853
14160449	Teachers on Reserve	6/3/2024	2,216.50	Sub Teachers	6200	2,216.50	0000001947
14160450	City of Vista	6/3/2024	460.00	League Fees- Athletic Field Sp	6200	460.00	0000001997
14160451	ASHLEY'S PARTY RENTALS	6/3/2024	233.55	Graduation Additional Chairs	6200	233.55	0000002108
14160452	NATIONAL BENEFIT SERVICES, LLC	6/3/2024	75.00	Admin Fees for Cafe 125	6200	75.00	0000001929
14160453	ONE STOP TONER & INKJET	6/3/2024	2,930.00	ONE STOP INK AND TONER	6200	2,930.00	0000001912
023361	JAN-PRO OF SAN DIEGO	6/5/2024	200.00	Graduation Cleaning	6200	200.00	0000002109
023362	NANPOR SECURITY SERVICES	6/5/2024	1,365.00	Security Guard - Oceanside	6200	273.00	0000001849
023362	NANPOR SECURITY SERVICES	6/5/2024		GRADUATION SECURITY	6200	1,092.00	0000002110
14162222	Whitehouse CPAs, Inc	6/6/2024	10,750.00	Back Office Services	6200	10,750.00	0000002037
14162223	Clear Channel Outdoor, LLC	6/6/2024	4,740.00	BUSBACKS	6200	4,740.00	0000002093
14162224	HERFF JONES, INC	6/6/2024	3,041.88	Graduation Diploma Covers	6200	3,041.88	0000002024
14162225	MORENO VALLEY UTILITY	6/6/2024	206.76	Electricity Utility- MV	6200	206.76	0000001841
14162226	YOUNG, MINNEY & CORR, LLP	6/6/2024	700.00	Legal Counsel	6200	700.00	0000001868
023479	SOUTH COUNTY PEST CONTROL, INC	6/10/2024	140.00	Pest Control - Both Campuses	6200	140.00	0000001920
023480	MV MEDICAL CTR MASTER ASSOC	6/10/2024	1,343.00	Property Association Fees - Mo	6200	1,343.00	0000001848
14163483	U.S. Bank	6/10/2024		Oceanside Janitorial Supplies	6200	761.36	0000001914
14163483	U.S. Bank	6/10/2024		MAGAZINE ADVERTISEMENT	6200	1,595.00	0000002071
14163483	U.S. Bank	6/10/2024		Instructional Supplies GE	6200	3,301.56	0000001847
14163483	U.S. Bank	6/10/2024		Costco Supplies	6200	180.89	0000001854
14163483	U.S. Bank	6/10/2024		Student Nutrition	6200	1,504.63	0000001855
14163483	U.S. Bank	6/10/2024		SPED Student Nutrition	6200	238.89	0000001855
14163483	U.S. Bank	6/10/2024		Attorney YMC Trainings	6200	75.00	0000001867
14163483	U.S. Bank	6/10/2024		INSTRUCTIONAL SUPPLIES	6200	2,905.50	0000001873
14163483	U.S. Bank	6/10/2024		Auto Expenses: Gas, Maintenanc	6200	173.53	0000001874
14163483	U.S. Bank	6/10/2024		Oceanside- Costco Admin Suppli	6200	33.27	0000001875

PACIFIC VIEW CHARTER SCHOOL
BOARD WARRANT LISTING
JUNE 1-30, 2024

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Warrant ID	Name	Payment Date	Total Warrant Amount	Descr	Fund	Invoice Fund Amount	PO No.
14163483	U.S. Bank	6/10/2024	29,849.56	MV- Costco Admin Supplies	6200	140.54	0000001875
14163483	U.S. Bank	6/10/2024		Oceanside Stamps.com Service F	6200	29.99	0000001876
14163483	U.S. Bank	6/10/2024		Oceanside- Student Postage 56%	6200	168.00	0000001876
14163483	U.S. Bank	6/10/2024		Oceanside- Admin Postage 33%	6200	99.00	0000001876
14163483	U.S. Bank	6/10/2024		Oceanside- SPED Postage 11%	6200	33.00	0000001876
14163483	U.S. Bank	6/10/2024		MV Stamps.com Service Fee	6200	29.99	0000001877
14163483	U.S. Bank	6/10/2024		Business Cards / Calendar Pro	6200	397.13	0000001910
14163483	U.S. Bank	6/10/2024		MV Janitorial Supplies	6200	151.66	0000001914
14163483	U.S. Bank	6/10/2024		Oceanside Bldg. & Maintenance	6200	339.21	0000001927
14163483	U.S. Bank	6/10/2024		EideBaily Accounting Workshops	6200	550.00	0000001943
14163483	U.S. Bank	6/10/2024		Graduation Decorations	6200	307.36	0000002025
14163483	U.S. Bank	6/10/2024		Table for Student Services	6200	1,617.26	0000002040
14163483	U.S. Bank	6/10/2024		Social Media Advertising	6200	175.00	0000002055
14163483	U.S. Bank	6/10/2024		School Spiritwear	6200	1,188.84	0000002074
14163483	U.S. Bank	6/10/2024		Canopies	6200	2,921.94	0000002078
14163483	U.S. Bank	6/10/2024		LinkedIn Ad - BSA!!	6200	538.52	0000002085
14163483	U.S. Bank	6/10/2024		OUTDOOR BANNER	6200	448.82	0000002088
14163483	U.S. Bank	6/10/2024		Trauma Bleed Control Kit - ab	6200	1,730.26	0000002094
14163483	U.S. Bank	6/10/2024		Bob the Plumber - MV disposal	6200	569.25	0000002090
14163483	U.S. Bank	6/10/2024		Lunch Tables	6200	3,921.73	0000002091
14163483	U.S. Bank	6/10/2024		GRADUATION VENUE (EXTRA SERVIC	6200	1,186.69	0000002092
14163483	U.S. Bank	6/10/2024		OPT OUT FEE FOOD HS DANCE	6200	100.00	0000002096
14163483	U.S. Bank	6/10/2024		GRADUATION CAP AND GOWNS	6200	2,365.74	0000002099
14163483	U.S. Bank	6/10/2024		STUDENT INCENTIVES	6200	70.00	0000002111
14163484	GoTo Technologies USA, Inc	6/10/2024	271.96	PHONES FOR MORENO VALLEY	6200	271.96	0000001938
14163485	Top Notch Catering	6/10/2024	5,258.50	Gen-Ed Student Nutrition Food	6200	4,206.80	0000001945
14163485	Top Notch Catering	6/10/2024		SPED- Student Nutrition Food S	6200	1,051.70	0000001945
14163486	EXPRESS SERVICES, INC.	6/10/2024	3,881.44	2 Temps for Registration	6200	1,826.56	0000001892
14163486	EXPRESS SERVICES, INC.	6/10/2024		2 Temps for Registration	6200	2,054.88	0000001892
023585	CDW GOVERNMENT, INC.	6/12/2024	2,110.88	CAMERA/AV FOR CONFERENCE ROOM	6200	2,110.88	0000002097
14165375	Vortex Industries, Inc	6/13/2024	589.30	MV Front door maintenance	6200	589.30	0000002114
14165376	NATIONAL BENEFIT SERVICES, LLC	6/13/2024	200.00	Admin Fees for Cafe 125	6200	200.00	0000001929
14165377	SAN DIEGO GAS & ELECTRIC	6/13/2024	2,701.93	Electricity Utilities- Oceansi	6200	2,701.93	0000001842
14165378	V TECHNOLOGY SOLUTION	6/13/2024	3,572.00	Anti Virus for Workstations	6200	3,572.00	0000002118

PACIFIC VIEW CHARTER SCHOOL
BOARD WARRANT LISTING
JUNE 1-30, 2024

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Warrant ID	Name	Payment Date	Total Warrant Amount	Descr	Fund	Invoice Fund Amount	PO No.
023775	OFFICE DEPOT	6/17/2024	101.26	MV- Admin Office Supplies	6200	101.26	0000001894
023776	WASTE MANAGEMENT	6/17/2024	225.62	Trash Service- MV	6200	225.62	0000001843
14167332	Derry Parler	6/17/2024	101.17	Reimbursement	6200	86.17	
14167332	Derry Parler	6/17/2024		Reimbursement	6200	15.00	
14167333	Joceline Wehbe Ghawi	6/17/2024	81.34	Reimbursement	6200	81.34	
14167334	Nuvia Castaneda	6/17/2024	99.22	Reimbursement	6200	15.00	
14167334	Nuvia Castaneda	6/17/2024		Reimbursement	6200	84.22	
14167335	Shaniqwa Hemmings	6/17/2024	84.22	Reimbursement	6200	84.22	
14167336	Elizabeth Ocampo Martinez	6/17/2024	5.00	Reimbursement	6200	5.00	
14167337	BOROMPORN LERTPAICHAION	6/17/2024	85.90	Reimbursement	6200	70.90	
14167337	BOROMPORN LERTPAICHAION	6/17/2024		Reimbursement	6200	15.00	
14169740	Cordata Shredding	6/20/2024	295.38	Moreno Valley Shred	6200	59.82	0000001893
14169740	Cordata Shredding	6/20/2024		Oceanside Shred	6200	79.37	0000001893
14169740	Cordata Shredding	6/20/2024		Off-Site Secure Storage	6200	156.19	0000001893
14169741	Interquest Group, Inc	6/20/2024	700.00	Campus Search Dogs	6200	700.00	0000001959
14169742	Specialized Therapy Services, Inc	6/20/2024	5,230.45	Audiology, DHH, APE, OT Vision	6200	955.45	0000001916
14169742	Specialized Therapy Services, Inc	6/20/2024		SPECIALIZED THERAPY	6200	4,275.00	0000001916
14169743	Energo Electric LLC	6/20/2024	435.00	Replace Emergency Combo Light	6200	435.00	0000002106
14169744	Edgardo Moctezuma	6/20/2024	1,082.50	Graduation Photographer	6200	1,082.50	0000002105
14169745	ADT SECURITY SERVICES	6/20/2024	71.63	ADT SECURITY MO VAL	6200	71.63	0000001880
14169746	COX BUSINESS SERVICES	6/20/2024	1,002.54	Student- Internet & Phone Serv	6200	233.32	0000001878
14169746	COX BUSINESS SERVICES	6/20/2024		Admin- Internet & Phone Servic	6200	66.03	0000001878
14169746	COX BUSINESS SERVICES	6/20/2024		SPED- Student Internet & Phone	6200	140.87	0000001878
14169746	COX BUSINESS SERVICES	6/20/2024		COX VIDEO SECURITY	6200	562.32	0000001886
14169747	SPARKLETTS & SIERRA SPRINGS	6/20/2024	417.32	Bottled Water Service - Both C	6200	417.32	0000001845
14169748	EXPRESS SERVICES, INC.	6/20/2024	2,244.03	2 Temps for Registration	6200	2,244.03	0000001892
14169749	PALOMAR FAMILY COUNSELING	6/20/2024	6,572.50	Student Counseling	6200	6,572.50	0000001890
024048	Total Education Solutions	6/24/2024	4,406.25	SPEECH SERVICES	6200	2,031.25	0000002011
024048	Total Education Solutions	6/24/2024		TOTAL EDUCATION SOLUTIONS	6200	125.00	0000001918
024048	Total Education Solutions	6/24/2024		TOTAL EDUCATION SOLUTIONS	6200	218.75	0000001918
024048	Total Education Solutions	6/24/2024		SPEECH SERVICES	6200	2,031.25	0000002011
024049	Pediatric Therapy Services, LLC	6/24/2024	6,628.64	SPED Physical Therapist	6200	104.00	0000001995
024049	Pediatric Therapy Services, LLC	6/24/2024		EDSPEC	6200	6,524.64	0000002015
024050	CDW GOVERNMENT, INC.	6/24/2024	2,325.00	STUDENT CHROMEBOOKS	6200	2,325.00	0000002107

PACIFIC VIEW CHARTER SCHOOL
BOARD WARRANT LISTING
JUNE 1-30, 2024

85

Warrant ID	Name	Payment Date	Total Warrant Amount	Descr	Fund	Invoice Fund Amount	PO No.
024051	OFFICE DEPOT	6/24/2024	360.28	Oceanside- Admin Office Suppli	6200	360.28	0000001894
14171289	Elizabeth Ocampo Martinez	6/24/2024	149.68	Reimbursement	6200	149.68	
14171290	San Diego & Imperial County Schools FBC	6/24/2024	52.80	COBRA Benefit - Employee Paid	6200	52.80	
14171291	California Schools VEBA	6/24/2024	788.45	COBRA Benefit - Employee Paid	6200	788.45	
14173710	Specialized Therapy Services, Inc	6/26/2024	4,015.05	Audiology, DHH, APE, OT Vision	6200	832.55	0000001916
14173710	Specialized Therapy Services, Inc	6/26/2024		SPED Therapy Services	6200	3,182.50	0000001916
14173711	Ana Hernandez Cruz	6/26/2024	480.26	Reimbursement	6200	480.26	
14173712	U.S. Bank	6/26/2024	8,904.09	Oceanside- Costco Admin Suppli	6200	1,007.88	0000001875
14173712	U.S. Bank	6/26/2024		Oceanside Postage Supplies	6200	52.48	0000001876
14173712	U.S. Bank	6/26/2024		Oceanside Stamps.com Service F	6200	59.98	0000001876
14173712	U.S. Bank	6/26/2024		Oceanside- Student Postage 56%	6200	136.00	0000001876
14173712	U.S. Bank	6/26/2024		INSTRUCTIONAL SUPPLIES	6200	1,709.28	0000001873
14173712	U.S. Bank	6/26/2024		Frontwave Arena- Advertising	6200	833.80	0000002100
14173712	U.S. Bank	6/26/2024		Attorney YMC Trainings	6200	75.00	0000001867
14173712	U.S. Bank	6/26/2024		Costco Supplies	6200	301.54	0000001854
14173712	U.S. Bank	6/26/2024		Instructional Supplies GE	6200	1,874.27	0000001847
14173712	U.S. Bank	6/26/2024		Oceanside- SPED Postage 11%	6200	65.04	0000001876
14173712	U.S. Bank	6/26/2024		Oceanside- Admin Postage 33%	6200	108.81	0000001876
14173712	U.S. Bank	6/26/2024		MV 8th Promotion Venue Rental	6200	288.88	0000002121
14173712	U.S. Bank	6/26/2024		Graduation Cap/ Gowns	6200	379.89	0000002113
14173712	U.S. Bank	6/26/2024		TEXTBOOK REPLACEMENTS	6200	644.30	0000002112
14173712	U.S. Bank	6/26/2024		MS Incentive- Bowling Field Tr	6200	359.00	0000002104
14173712	U.S. Bank	6/26/2024		GRADUATION PROGRAMS	6200	343.72	0000002101
14173712	U.S. Bank	6/26/2024		GRADUATION VENUE (EXTRA SERVIC	6200	180.00	0000002092
14173712	U.S. Bank	6/26/2024		Graduation Decorations	6200	9.89	0000002025
14173712	U.S. Bank	6/26/2024		MV Postage Supplies	6200	29.99	0000001877
14173712	U.S. Bank	6/26/2024		Oceanside Bldg. & Maintenance	6200	444.34	0000001927
14173713	City of Vista	6/26/2024	166.50	League Fees- Athletic Field Sp	6200	166.50	0000001997
14173714	James Veltri	6/26/2024	15.00	Reimbursement	6200	15.00	
14173715	CDW GOVERNMENT, INC.	6/26/2024	17,838.99	STUDENT CHROMEBOOKS	6200	17,838.99	0000002107
14173716	EASTERN MUNICIPAL WATER DIST	6/26/2024	313.10	Water Utility- MV	6200	313.10	0000001840
14173717	EXPRESS SERVICES, INC.	6/26/2024	2,782.65	2 Temps for Registration	6200	2,782.65	0000001892
14173718	RONALD LARRY HOLDEN	6/26/2024	4,200.00	Janitorial Services	6200	4,200.00	0000002119
14173719	V TECHNOLOGY SOLUTION	6/26/2024	1,596.81	V-TECH MAINTENANCE	6200	1,125.00	0000001907

86

158,430.97

CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM
July 1, 2023 to June 30, 2024

CHARTER SCHOOL CERTIFICATION

Charter School Name: Pacific View Charter
CDS #: 37-73569-3731221
Charter Approving Entity: Oceanside Unified
County: San Diego
Charter #: 247

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

For information regarding this report, please contact:

For County Fiscal Contact:	For Approving Entity:	For Charter School:
Roxanna Travers	Kristin Garrison	Erin Gorence
Name	Name	Name
Financial Accounting & Data Support Mgr	Executive Director, Fiscal Services	Executive Director
Title	Title	Title
858-295-6700	760-966-4075	760-757-0161
Telephone	Telephone	Telephone
roxanna.travers@sdcoe.net	kristin.garrison@oside.us	egorence@pacificview.org
Email address	Email address	Email address

To the entity that approved the charter school:

2023-24 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT -- ALTERNATIVE FORM: This report has been approved, and is hereby filed by the charter school pursuant to Education Code Section 42100(b).

Signed: _____
Charter School Official
(Original signature required)

Date: _____

Printed Name: _____

Title: _____

To the County Superintendent of Schools:

X 2023-24 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT -- ALTERNATIVE FORM: This report is hereby filed with the County Superintendent pursuant to Education Code Section 42100(a).

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

Date: _____

Printed Name: _____

Title: _____

To the Superintendent of Public Instruction:

X 2023-24 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT -- ALTERNATIVE FORM: This report has been verified for mathematical accuracy by the County Superintendent of Schools pursuant to Education Code Section 42100(a).

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

Date: _____

CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM
July 1, 2023 to June 30, 2024

Charter School Name: Pacific View Charter
CDS #: 37-73569-3731221
Charter Approving Entity: Oceanside Unified
County: San Diego
Charter #: 247

This charter school uses the following basis of accounting:

(Please enter an "X" in the applicable box below; check only one box)

- X **Accrual Basis (Applicable Capital Assets/Interest on Long-Term Debt/Long-Term Liabilities/Net Position objects are 6900, 6910, 7438, 9400-9489, 9660-9669, 9796, and 9797)**
Modified Accrual Basis (Applicable Capital Outlay/Debt Service/Fund Balance objects are 6100-6170, 6200-6500, 6600, 7438, 7439, and 9711-9789)

Description	Object Code	Unrestricted	Restricted	Total
A. REVENUES				
1. LCFF Sources				
State Aid - Current Year	8011	6,601,551.00		6,601,551.00
Education Protection Account State Aid - Current Year	8012	1,351,276.00		1,351,276.00
State Aid - Prior Years	8019	(17,210.00)		(17,210.00)
Transfers to Charter Schools in Lieu of Property Taxes	8096	3,503,418.00		3,503,418.00
Other LCFF Transfers	8091, 8097	0.00	0.00	0.00
Total, LCFF Sources		11,439,035.00	0.00	11,439,035.00
2. Federal Revenues (see NOTE in Section L)				
Every Student Succeeds Act	8290		0.00	0.00
Special Education - Federal	8181, 8182		129,514.00	129,514.00
Child Nutrition - Federal	8220		0.00	0.00
Donated Food Commodities	8221		0.00	0.00
Other Federal Revenues	8110, 8260-8299	0.00	0.00	0.00
Total, Federal Revenues		0.00	129,514.00	129,514.00
3. Other State Revenues				
Special Education - State	StateRev SE		685,874.00	685,874.00
All Other State Revenues	StateRev AO	201,457.00	801,759.11	1,003,216.11
Total, Other State Revenues		201,457.00	1,487,633.11	1,689,090.11
4. Other Local Revenues				
All Other Local Revenues	LocalRev AO	232,599.02	0.00	232,599.02
Total, Local Revenues		232,599.02	0.00	232,599.02
5. TOTAL REVENUES		11,873,091.02	1,617,147.11	13,490,238.13
B. EXPENDITURES (see NOTE in Section L)				
1. Certificated Salaries				
Certificated Teachers' Salaries	1100	2,670,136.38	650,419.58	3,320,555.96
Certificated Pupil Support Salaries	1200	89,643.00	154,408.37	244,051.37
Certificated Supervisors' and Administrators' Salaries	1300	694,907.57	0.00	694,907.57
Other Certificated Salaries	1900	0.00	0.00	0.00
Total, Certificated Salaries		3,454,686.95	804,827.95	4,259,514.90
2. Noncertificated Salaries				
Noncertificated Instructional Salaries	2100	277,788.51	207,877.97	485,666.48
Noncertificated Support Salaries	2200	69,135.21	0.00	69,135.21
Noncertificated Supervisors' and Administrators' Salaries	2300	165,293.92	0.00	165,293.92
Clerical, Technical and Office Salaries	2400	642,250.76	0.00	642,250.76
Other Noncertificated Salaries	2900	0.00	0.00	0.00
Total, Noncertificated Salaries		1,154,468.40	207,877.97	1,362,346.37
3. Employee Benefits				
STRS	3101-3102	611,396.60	511,287.54	1,122,684.14
PERS	3201-3202	348,186.13	49,695.88	397,882.01
OASDI / Medicare / Alternative	3301-3302	148,223.31	27,057.12	175,280.43

	Health and Welfare Benefits	3401-3402	795,174.48	152,520.44	947,694.92	
	Unemployment Insurance	3501-3502	1,169.13	536.31	1,705.44	
	Workers' Compensation Insurance	3601-3602	56,078.49	12,656.23	68,734.72	
	OPEB, Allocated	3701-3702	0.00	0.00	0.00	
	OPEB, Active Employees	3751-3752	0.00	0.00	0.00	
	Other Employee Benefits	3901-3902	0.00	11,775.00	11,775.00	
	Total, Employee Benefits		1,960,228.14	765,528.52	2,725,756.66	
4.	Books and Supplies					
	Approved Textbooks and Core Curricula Materials	4100	790.00	43,912.77	44,702.77	
	Books and Other Reference Materials	4200	0.00	0.00	0.00	
	Materials and Supplies	4300	259,901.96	172,563.88	432,465.84	
	Noncapitalized Equipment	4400	0.00	0.00	0.00	
	Food	4700	0.00	0.00	0.00	
	Total, Books and Supplies		260,691.96	216,476.65	477,168.61	
5.	Services and Other Operating Expenditures					
	Subagreements for Services	5100	0.00	0.00	0.00	
	Travel and Conferences	5200	3,996.49	11,143.49	15,139.98	
	Dues and Memberships	5300	15,827.00	0.00	15,827.00	
	Insurance	5400	0.00	0.00	0.00	
	Operations and Housekeeping Services	5500	52,228.56	0.00	52,228.56	
	Rentals, Leases, Repairs, and Noncap. Improvements	5600	0.00	0.00	0.00	
	Transfers of Direct Costs	5700-5799	0.00	0.00	0.00	
	Professional/Consulting Services and Operating Expend.	5800	909,775.17	410,608.64	1,320,383.81	
	Communications	5900	16,272.91	2,924.78	19,197.69	
	Total, Services and Other Operating Expenditures		998,100.13	424,676.91	1,422,777.04	
6.	Capital Outlay					
	(Objects 6100-6170, 6200-6500 modified accrual basis only)					
	Land and Land Improvements	6100-6170			0.00	
	Buildings and Improvements of Buildings	6200			0.00	
	Books and Media for New School Libraries or Major					
	Expansion of School Libraries	6300			0.00	
	Equipment	6400			0.00	
	Equipment Replacement	6500			0.00	
	Lease Assets	6600			0.00	
	Subscription Assets	6700	0.00	0.00	0.00	
	Depreciation Expense (accrual basis only)	6900	205,390.54	0.00	205,390.54	
	Amortization Expense - Lease Assets	6910	0.00	0.00	0.00	
	Amortization Expense - Subscription Assets	6920	0.00	0.00	0.00	
	Total, Capital Outlay		205,390.54	0.00	205,390.54	
7.	Other Outgo					
	Tuition to Other Schools	7110-7143	0.00	0.00	0.00	
	Transfers of Pass-Through Revenues to Other LEAs	7211-7213	0.00	0.00	0.00	
	Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE		0.00	0.00	
	Transfers of Apportionments to Other LEAs - All Other	7221-7223AO	0.00	0.00	0.00	
	All Other Transfers	7281-7299	0.00	0.00	0.00	
	Transfers of Indirect Costs	7300-7399	0.00	0.00	0.00	
	Debt Service:					
	Interest	7438	69,600.95	0.00	69,600.95	
	Principal (for modified accrual basis only)	7439			0.00	
	Total Debt Service		69,600.95	0.00	69,600.95	
	Total, Other Outgo		69,600.95	0.00	69,600.95	
8.	TOTAL EXPENDITURES		8,103,167.07	2,419,388.00	10,522,555.07	
Description			Object Code	Unrestricted	Restricted	Total
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)				3,769,923.95	(802,240.89)	2,967,683.06
D. OTHER FINANCING SOURCES / USES						

1.	Other Sources	8930-8979	0.00	0.00	0.00
	Less:				
2.	Other Uses	7630-7699	0.00	0.00	0.00
3.	Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	(802,240.89)	802,240.89	0.00
4.	TOTAL OTHER FINANCING SOURCES / USES		(802,240.89)	802,240.89	0.00
E.	NET INCREASE (DECREASE) IN FUND BALANCE /NET POSITION (C+D4)		2,967,683.06	0.00	2,967,683.06
F.	FUND BALANCE / NET POSITION				
1.	Beginning Fund Balance/Net Position				
a.	As of July 1	9791	12,443,071.97	1,005,867.18	13,448,939.15
b.	Adjustments/Restatements	9793, 9795	(1,387,846.00)	0.00	(1,387,846.00)
c.	Adjusted Beginning Fund Balance /Net Position		11,055,225.97	1,005,867.18	12,061,093.15
2.	Ending Fund Balance /Net Position, June 30 (E+F1c)		14,022,909.03	1,005,867.18	15,028,776.21
	Components of Ending Fund Balance (Modified Accrual Basis only)				
a.	Nonspendable				
1.	Revolving Cash (equals Object 9130)	9711			0.00
2.	Stores (equals Object 9320)	9712			0.00
3.	Prepaid Expenditures (equals Object 9330)	9713			0.00
4.	All Others	9719			0.00
b.	Restricted	9740			0.00
c.	Committed				
1.	Stabilization Arrangements	9750			0.00
2.	Other Commitments	9760			0.00
d.	Assigned	9780			0.00
e.	Unassigned/Unappropriated				
1.	Reserve for Economic Uncertainties	9789			0.00
2.	Unassigned/Unappropriated Amount	9790M			0.00
3.	Components of Ending Net Position (Accrual Basis only)				
a.	Net Investment in Capital Assets	9796	4,970,599.89	0.00	4,970,599.89
b.	Restricted Net Position	9797		1,005,867.18	1,005,867.18
c.	Unrestricted Net Position	9790A	9,052,309.14	0.00	9,052,309.14
Description		Object Code	Unrestricted	Restricted	Total
G.	ASSETS				
1.	Cash				
	In County Treasury	9110	10,867,225.49	2,459,298.48	13,326,523.97
	Fair Value Adjustment to Cash in County Treasury	9111	(200,892.15)	0.00	(200,892.15)
	In Banks	9120	27,017.29	0.00	27,017.29
	In Revolving Fund	9130	700.00	0.00	700.00
	With Fiscal Agent/Trustee	9135	0.00	0.00	0.00
	Collections Awaiting Deposit	9140	0.00	0.00	0.00
2.	Investments	9150	0.00	0.00	0.00
3.	Accounts Receivable	9200	153,292.01	0.00	153,292.01
4.	Due from Grantor Governments	9290	35,656.21	162,977.45	198,633.66
5.	Stores	9320	0.00	0.00	0.00
6.	Prepaid Expenditures (Expenses)	9330	10,137.78	0.00	10,137.78
7.	Other Current Assets	9340	0.00	0.00	0.00
8.	Lease Receivable	9380	0.00	0.00	0.00
9.	Capital Assets (accrual basis only)	9400-9489	4,970,599.89	0.00	4,970,599.89
10.	TOTAL ASSETS		15,863,736.52	2,622,275.93	18,486,012.45
H.	DEFERRED OUTFLOWS OF RESOURCES				
1.	Deferred Outflows of Resources	9490	0.00	0.00	0.00
2.	TOTAL DEFERRED OUTFLOWS		0.00	0.00	0.00
I.	LIABILITIES				
1.	Accounts Payable	9500	212,636.47	670.43	213,306.90
2.	Due to Grantor Governments	9590	0.00	329,228.00	329,228.00
3.	Current Loans	9640	0.00	0.00	0.00

4.	Unearned Revenue	9650	0.00	1,286,510.32	1,286,510.32
5.	Long-Term Liabilities (accrual basis only)	9660-9669	1,628,191.02	0.00	1,628,191.02
6.	TOTAL LIABILITIES		1,840,827.49	1,616,408.75	3,457,236.24
J. DEFERRED INFLOWS OF RESOURCES					
1.	Deferred Inflows of Resources	9690	0.00	0.00	0.00
2.	TOTAL DEFERRED INFLOWS		0.00	0.00	0.00
K. FUND BALANCE /NET POSITION					
Ending Fund Balance /Net Position, June 30 (G10 + H2) - (I6 + J2)					
(must agree with Line F2)			14,022,909.03	1,005,867.18	15,028,776.21

L. FEDERAL EVERY STUDENT SUCCEEDS ACT (ESSA) MAINTENANCE OF EFFORT REQUIREMENT

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

1. Federal Revenue Used for Capital Outlay and Debt Service

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

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

2. Community Services Expenditures

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

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

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

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

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

Results of this calculation will be used for comparison with 2022-23 expenditures. Failure to maintain the required 90 percent expenditure level on either an aggregate or per capita expenditure basis may result in reduction to allocations for covered programs in 2025-26.

a.	Total Expenditures (B8)	10,522,555.07
b.	Less Federal Expenditures (Total A2)	
	[Revenues are used as proxy for expenditures because most federal revenues are normally recognized in the period that qualifying expenditures are incurred]	129,514.00
c.	Subtotal of State & Local Expenditures	10,393,041.07
	[a minus b]	
d.	Less Community Services	0.00
	[L2 Total]	
e.	Less Capital Outlay & Debt Service	274,991.49
	[Total B6 plus objects 7438 and 7439, less L1 Total, less objects 6600 and 6910]	
f.	Less Supplemental Expenditures made as the result of a Presidentially	0.00

Declared Disaster

TOTAL STATE & LOCAL EXPENDITURES SUBJECT TO MOE

[c minus d minus e minus f]

\$

10,118,049.58

Pacific View Charter School
Expenditures July 1, 2024 through June 30, 2025-Projected Expenditures
For Fund 01, Resource 1400 Education Protection Account

Description	Object Codes	Amount
AMOUNT AVAILABLE FOR THIS FISCAL YEAR		
Adjusted Beginning Fund Balance	9791-9795	0.00
Revenue Limit Sources	8010-8099	2,785,329.00
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
All Other Financing Sources and Contributions	8900-8999	0.00
Deferred Revenue	9650	0.00
TOTAL AVAILABLE		2,785,329.00
EXPENDITURES AND OTHER FINANCING USES		
(Objects 1000-7999)		
Instruction	1000-1999	2,785,329.00
Instruction-Related Services		
Instructional Supervision and Administration	2100-2150	0.00
AU of a Multidistrict SELPA	2200	0.00
Instructional Library, Media, and Technology	2420	0.00
Other Instructional Resources	2490-2495	0.00
School Administration	2700	0.00
Pupil Services		
Guidance and Counseling Services	3110	0.00
Psychological Services	3120	0.00
Attendance and Social Work Services	3130	0.00
Health Services	3140	0.00
Speech Pathology and Audiology Services	3150	0.00
Pupil Testing Services	3160	0.00
Pupil Transportation	3600	0.00
Food Services	3700	0.00
Other Pupil Services	3900	0.00
Ancillary Services	4000-4999	0.00
Community Services	5000-5999	0.00
Enterprise	6000-6999	0.00
General Administration	7000-7999	0.00
Plant Services	8000-8999	0.00
Other Outgo	9000-9999	0.00
TOTAL EXPENDITURES AND OTHER FINANCING USES		2,785,329.00
BALANCE (Total Available minus Total Expenditures and Other Financing Uses)		0.00

Note to user:

Specific cells in column C have been protected so that you can't enter data. The "Amount" column is protected for the following revenues: Federal Revenue, Other State Revenue, Other Local Revenue, and All Other Financing Sources and Contributions.

The "Amount" column is protected for the following expenditure functions: 2100-2150, 2200, 2700, 6000-6999, and 7000-7999.

Pacific View Charter School
Expenditures July 1, 2023 through June 30, 2024-Actual Expenditures
For Fund 01, Resource 1400 Education Protection Account

Description	Object Codes	Amount
AMOUNT AVAILABLE FOR THIS FISCAL YEAR		
Adjusted Beginning Fund Balance	9791-9795	0.00
Revenue Limit Sources	8010-8099	1,356,948.00
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
All Other Financing Sources and Contributions	8900-8999	0.00
Deferred Revenue	9650	0.00
TOTAL AVAILABLE		1,356,948.00
EXPENDITURES AND OTHER FINANCING USES		
(Objects 1000-7999)		
Instruction	1000-1999	1,356,948.00
Instruction-Related Services		
Instructional Supervision and Administration	2100-2150	0.00
AU of a Multidistrict SELPA	2200	0.00
Instructional Library, Media, and Technology	2420	0.00
Other Instructional Resources	2490-2495	0.00
School Administration	2700	0.00
Pupil Services		
Guidance and Counseling Services	3110	0.00
Psychological Services	3120	0.00
Attendance and Social Work Services	3130	0.00
Health Services	3140	0.00
Speech Pathology and Audiology Services	3150	0.00
Pupil Testing Services	3160	0.00
Pupil Transportation	3600	0.00
Food Services	3700	0.00
Other Pupil Services	3900	0.00
Ancillary Services	4000-4999	0.00
Community Services	5000-5999	0.00
Enterprise	6000-6999	0.00
General Administration	7000-7999	0.00
Plant Services	8000-8999	0.00
Other Outgo	9000-9999	0.00
TOTAL EXPENDITURES AND OTHER FINANCING USES		1,356,948.00
BALANCE (Total Available minus Total Expenditures and Other Financing Uses)		0.00

Note to user:

Specific cells in column C have been protected so that you can't enter data. The "Amount" column is protected for the following revenues: Federal Revenue, Other State Revenue, Other Local Revenue, and All Other Financing Sources and Contributions.

The "Amount" column is protected for the following expenditure functions: 2100-2150, 2200, 2700, 6000-6999, and 7000-7999.

PACIFIC VIEW CHARTER SCHOOL
RESOLUTION REGARDING THE EDUCATION PROTECTION ACCOUNT

WHEREAS, the voters approved Proposition 30 on November 6, 2012;

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012;

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

WHEREAS, before June 30th of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

WHEREAS, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of Pacific View Charter School;

2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of Pacific View Charter School has determined to spend the monies received from the Education Protection Act.

DATED: _____, 2024

Board Member

Board Member

Board Member

Board Member

Board Member

PACIFIC VIEW CHARTER SCHOOL

BOARD WARRANT LISTING

JULY 1-31, 2024

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Warrant ID	Name	Payment Date	Total Warrant Amount	Description	Fund	Invoice Amount	Purchase Order No.
14174707	Carlsbad Village Lock & Key, Inc	7/5/2024	3,641.89	Building Re-Key	6200	3,641.89	
14174708	Joel Gonzalez	7/5/2024	63.00	Reimbursement	6200	63.00	
14174709	Mayra Martinez	7/5/2024	8.11	Reimbursement	6200	8.11	
14174710	AT&T MOBILITY	7/5/2024	1,034.48	Mobil Phones	6200	1,034.48	
14174711	EXPRESS SERVICES, INC.	7/5/2024	1,610.23	Temp work registration	6200	1,610.23	
14174712	NATIONAL BENEFIT SERVICES, LLC	7/5/2024	75.00	Administrative fees	6200	75.00	
14174713	RONALD LARRY HOLDEN	7/5/2024	2,660.00	Janitorial Services - MV	6200	2,660.00	
14174714	Cintas Fire Protection	7/5/2024	412.25	Fire Protection	6200	412.25	
14174715	SCHOOL SERVICES OF CALIFORNIA	7/5/2024	325.00	Workshop Registration	6200	325.00	
024493	Pediatric Therapy Services, LLC	7/9/2024	2,760.00	Sped Specialized Services	6200	2,760.00	
024494	CDW GOVERNMENT, INC.	7/9/2024	433.93	Scanner	6200	433.93	
024495	JAN-PRO OF SAN DIEGO	7/9/2024	3,799.00	Janitorial Oceanside	6200	3,799.00	
024496	OFFICE DEPOT	7/9/2024	383.55	Oceanside- Admin Office Suppli	6200	383.55	
14176765	NWEA	7/11/2024	780.00	NWEA GROWTH COVERAGE	6200	780.00	0000002129
14176766	Elizabeth Ocampo Martinez	7/11/2024	9.65	Reimbursement	6200	9.65	
14176767	Bright Thinker, Inc	7/11/2024	101,668.35	BRIGHT THINKER	6200	101,668.35	0000002143
14176768	Christina Heard	7/11/2024	57.00	Reimbursement	6200	57.00	
14176769	Jasmine Martinez	7/11/2024	77.00	Reimbursement	6200	77.00	
14176770	CALIFORNIA CHARTER SCHOOL ASSN	7/11/2024	10,323.00	Annual membership	6200	10,323.00	0000002125
14176771	KONICA MINOLTA BUS. SOLUTIONS	7/11/2024	89.09	Copier Lease and Maintenance	6200	89.09	
14176772	SAN DIEGO GAS & ELECTRIC	7/11/2024	2,879.99	O'side Electricity	6200	2,879.99	0000002150
024640	PACIFIC VIEW CHARTER SCHOOL	7/15/2024	36,261.88	Mortgage Oside - July/August	6200	36,261.88	
024641	PACIFIC VIEW CHARTER SCHOOL	7/15/2024	24,711.78	Mortgage MV - July/August	6200	24,711.78	
14177777	Severin Intermediate Holdings, LLC	7/15/2024	7,022.56	POWERSCHOOL SCHOLOGY	6200	7,022.56	0000002154
14177778	California Schools VEBA	7/15/2024	788.45	COBRA Benefit - Employee Paid	6200	788.45	
14177779	ADT SECURITY SERVICES	7/15/2024	71.63	ADT SECURITY SYS MV	6200	71.63	0000002160
14177780	MORENO VALLEY UTILITY	7/15/2024	205.33	Electricity	6200	205.33	0000002147
14177781	SECURITY SIGNAL DEVICES, INC.	7/15/2024	626.91	SSD FIRE SYSTEMS MV	6200	626.91	0000002161
14177783	FRONTIER	7/15/2024	56.53	Student - Internet Services 52	6200	29.39	0000002145
14177783	FRONTIER	7/15/2024		Admin - Internet Services 18%	6200	10.18	0000002145
14177783	FRONTIER	7/15/2024		SpEd - Student Internet 30%	6200	16.96	0000002145
024721	AIR CRAFTS HEATING & AC INC.	7/17/2024	230.00	O'side HVC mtn & repair	6200	230.00	0000002149
024722	JAN-PRO OF SAN DIEGO	7/17/2024	3,799.00	Janitorial Services	6200	3,799.00	0000002148
024723	WASTE MANAGEMENT	7/17/2024	234.08	Trash & recycle collection	6200	234.08	0000002146

PACIFIC VIEW CHARTER SCHOOL

BOARD WARRANT LISTING

JULY 1-31, 2024

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Warrant ID	Name	Payment Date	Total Warrant Amount	Description	Fund	Invoice Amount	Purchase Order No.
14180080	Cordata Shredding	7/18/2024	234.48	Moreno Valley Shred	6200	151.16	
14180080	Cordata Shredding	7/18/2024		Oceanside Shred	6200	83.32	
14180081	San Diego & Imperial County Schools FBC	7/18/2024	52.80	COBRA Benefit - Employee Paid	6200	52.80	
14180082	Rethink Autism, Inc	7/18/2024	1,740.00	INSTRUCTIONAL SUPPLIES	6200	1,740.00	0000002135
14180083	Baker Tilly US, LLP	7/18/2024	1,700.00	990 Preparation	6200	1,700.00	
14180084	Care Solace, Inc	7/18/2024	7,500.00	CARE SOLACE	6200	7,500.00	0000002195
14180085	Changing Perspectives Inc.	7/18/2024	1,040.00	CHANGING PERSPECTIVES -SEL	6200	1,040.00	0000002194
14180086	GoTo Technologies USA, Inc	7/18/2024	272.34	Phones for Moreno Valley	6200	272.34	0000002159
14180087	Whitehouse CPAs, Inc	7/18/2024	10,750.00	Back Office Services	6200	10,750.00	0000002127
14180088	COX BUSINESS SERVICES	7/18/2024	741.94	Admin 15%	6200	69.12	0000002167
14180088	COX BUSINESS SERVICES	7/18/2024		COX VIDEO SECURITY	6200	281.16	0000002164
14180088	COX BUSINESS SERVICES	7/18/2024		Student 85%	6200	391.66	0000002167
14180089	SPARKLETTS & SIERRA SPRINGS	7/18/2024	195.12	Bottled Water Service-both cam	6200	195.12	0000002173
14180090	KONICA MINOLTA BUS. SOLUTIONS	7/18/2024	987.95	Copier Lease and Maintenance	6200	372.83	0000002138
14180090	KONICA MINOLTA BUS. SOLUTIONS	7/18/2024		Copier Lease and Maintenance	6200	549.33	
14180090	KONICA MINOLTA BUS. SOLUTIONS	7/18/2024		Copier Lease and Maintenance	6200	65.79	0000002138
024812	Intersection R & M Services, Inc	7/22/2024	712.60	Handyman Services - Oceanside	6200	712.60	0000002188
024813	NANPOR SECURITY SERVICES	7/22/2024	2,103.78	Campus Security Guard-Aside	6200	2,103.78	0000002184
14180929	IXL Learning, Inc	7/22/2024	16,895.00	IXL SOFTWARE	6200	16,895.00	0000002134
14180930	McGraw-Hill School Education Holdings	7/22/2024	37,909.84	MS SCIENCE CURRICULUM	6200	37,909.84	0000002199
14180931	EXPRESS SERVICES, INC.	7/22/2024	1,141.60	Temp work registration	6200	1,141.60	
14180932	SCHOOL SERVICES OF CALIFORNIA	7/22/2024	3,300.00	Membership Dues	6200	3,300.00	0000002189
024914	MV MEDICAL CTR MASTER ASSOC	7/24/2024	1,343.00	Prop Assoc Fees Moreno Valley	6200	1,343.00	0000002174
14182368	Yondr, Inc	7/25/2024	2,994.06	MS CELL PHONE POUCHES	6200	2,994.06	0000002205
14182369	EASTERN MUNICIPAL WATER DIST	7/25/2024	279.73	MV Water Utility	6200	279.73	0000002169
14182370	EXPRESS SERVICES, INC.	7/25/2024	913.28	Temp work registration	6200	913.28	0000002126
14182371	YOUNG, MINNEY & CORR, LLP	7/25/2024	850.00	Legal Counsel	6200	850.00	0000002177
14182372	SAN DIEGO COUNTY OFFICE OF	7/25/2024	1,400.00	TARGETED FEEDBACK	6200	1,400.00	0000002206
14183282	Lamar Texas Limited Partnership	7/29/2024	3,400.00	BILLBOARD	6200	3,400.00	0000002200
14183283	Brianna Shea	7/29/2024	77.00	Reimbursement	6200	77.00	
14183284	SPARKLETTS & SIERRA SPRINGS	7/29/2024	1.90	Bottled Water Service-both cam	6200	1.90	0000002173
14183285	NATIONAL BENEFIT SERVICES, LLC	7/29/2024	75.00	Admin Fees for Cafe 125	6200	75.00	0000002181
14183286	SECURITY SIGNAL DEVICES, INC.	7/29/2024	567.00	SSD Service & Repair	6200	567.00	0000002211

306,277.09

306,277.09

San Diego County Office of Education

PETITION FOR ISSUANCE OF NEW WARRANT IN LIEU OF VOID WARRANT
 (Government Code Section 29802, Warrants
 Becoming Void After September 20, 1963)

1. TO THE BOARD OF EDUCATION OF THE **Pacific View Charter**: I, the undersigned, declare that I am the payee of original warrant number **14-104630** dated **1/11/2024**, in the amount of **\$47.00** attached hereto and presented to your Board pursuant to Section 29802 of the Government Code. I hereby request that you adopt an order instructing the County Auditor to draw a new warrant in favor of me for the same amount as the original warrant.

Executed at 10:35 AM on 7/31/24

I certify under penalty of perjury that the foregoing is true and correct.

[Redacted Signature]

Signature of Payee

[Redacted Name]

Name of Payee

[Redacted Address]

Address of Payee

2. ORDER OF THE BOARD OF **Pacific View Charter** TO DRAW WARRANT:

It is ORDERED by the Board of Education of the **Pacific View Charter** that the County Auditor of the County of San Diego draw a new warrant in favor of the same payee and in the same amount of the above described warrant.

Clerk of the Board

Date _____ By _____ Deputy

3. FM 27 FROM GAD ATTACHED

Dated _____ By _____ County Auditor

4. DISTRICT'S REISSUE OF COMMERCIAL WARRANT:

On _____, the district issued commercial warrant number _____ to _____, payee, for **\$47.00** to replace canceled warrant number **14-104630** described above.

2024–25 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <https://www.cde.ca.gov/fg/aa/co/ca24assurance.toc.asp>.

CDE Program Contact:
Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to participate in the monitoring process regarding the use of these funds according to the standards and criteria set forth by the California Department of Education Federal Program Monitoring (FPM) Office. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form are on file.

Authorized Representative's Full Name	Jill Chang
Authorized Representative's Signature	
Authorized Representative's Title	Fiscal and Operations Coordinator
Authorized Representative's Signature Date	07/22/2024

2024–25 Protected Prayer Certification

Every Student Succeeds Act (ESSA) Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:
Miguel Cordova, Title I Policy, Program, and Support Office, MCordova@cde.ca.gov, 916-319-0381

Protected Prayer Certification Statement

The local educational agency (LEA) hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Jill Chang
Authorized Representative's Title	Fiscal and Operations Coordinator
Authorized Representative's Signature Date	07/22/2024
Comment	
If the LEA is not able to certify at this time, then an explanation must be provided in the comment field. (Maximum 500 characters)	

2024–25 LCAP Federal Addendum Certification

CDE Program Contact:
Local Agency Systems Support Office, LCAPAddendum@cde.ca.gov, 916-323-5233

Initial Application

To receive initial funding under the Every Student Succeeds Act (ESSA), a local educational agency (LEA) must have a plan approved by the State Educational Agency on file with the State. Within California, LEAs that apply for ESSA funds for the first time are required to complete the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum Template (Addendum), and the Consolidated Application (ConApp). The LCAP, in conjunction with the Addendum and the ConApp, serve to meet the requirements of the ESSA LEA Plan.

In order to initially apply for funds, the LEA must certify that the current LCAP has been approved by the local governing board or governing body of the LEA. As part of this certification, the LEA agrees to submit the LCAP Federal Addendum, that has been approved by the local governing board or governing body of the LEA, to the California Department of Education (CDE) and acknowledges that the LEA agrees to work with the CDE to ensure that the Addendum addresses all required provisions of the ESSA programs for which they are applying for federal education funds.

Returning Application

If the LEA certified a prior year LCAP Federal Addendum Certification data collection form in the Consolidated Application and Reporting System, then the LEA may use in this form the same original approval or adoption date used in the prior year form.

County Office of Education (COE) or District For a COE, enter the original approval date as the day the CDE approved the current LCAP. For a district, enter the original approval date as the day the COE approved the current LCAP	
Direct Funded Charter Enter the adoption date of the current LCAP	06/18/2024
Authorized Representative's Full Name	Jill Chang
Authorized Representative's Title	Fiscal and Operations Coordinator

2024–25 Application for Funding**CDE Program Contact:**Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297**Local Governing Board Approval**

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

By checking this box the LEA certifies that the Local Board has approved the Application for Funding for the listed fiscal year	Yes
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District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

By checking this box the LEA certifies that parent input has been received from the District English Learner Committee (if applicable) regarding the spending of Title III funds for the listed fiscal year	Yes
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Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant) ESSA Sec. 1111et seq. SACS 3010	No
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	No
Title III English Learner ESEA Sec. 3102 SACS 4203	No
Title III Immigrant ESEA Sec. 3102 SACS 4201	No
Title IV, Part A (Student and School Support) ESSA Sec. 4101 SACS 4127	No

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2024–25 Substitute System for Time Accounting

This certification may be used by auditors and by California Department of Education oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the local educational agency (LEA) submits and certifies this data collection.

CDE Program Contact:
Hilary Thomson, Fiscal Oversight and Support Office, HThomson@cde.ca.gov, 916-323-0765

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate.

Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the web at <https://www.cde.ca.gov/fg/ac/sa/>.

2024–25 Request for authorization	No
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	

Proposition 28: Arts and Music in Schools Funding
Annual Report
Fiscal Year 2023-2024

LEA Name: Pacific View Charter School
 CDS Code: 37-73569-3731221
 Total Allocation: \$105,080

1. Narrative description of the Prop 28 art education program(s) funded.
 Pacific View Charter did not have a formal arts education program during the 2023-2024 school year. Therefore, there are no Prop 28 expenditures to report for the 2023-2024 fiscal year. As the program is finalized it will be presented to the governing board.
2. Number of full-time equivalent teachers (certificated). 0
3. Number of full-time equivalent personnel (classified). 0
4. Number of full-time equivalent teaching aides. 0
5. Number of students served. 0
6. Number of school sites providing arts education. 0

Pacific View Charter School

Personnel

Personnel Policy #3

Certificated Initial Placement on Salary Schedule – New Employees

Initial step placement on the Pacific View Charter School Certificated Salary Schedule will be based on documented completion of 75% of a ~~contracted~~ annual work year for a similar position in a regionally accredited public or private TK-12 school setting. Maximum step placement based on verified employment will be Step 10.

Board Approved: 5/19/2015

Amended: 3/15/2022,
2/28/2023
~~XX/XX/2024~~



Classified – Non-Exempt

Job description – Special Education Lead Instructional Aide

Description of Position:

The Special Education Lead Instructional Aide will ~~manage~~ **support students** in the Resource Rooms during daily operation, assist students in their learning, assist in training and the evaluation of special education instructional aides, assist the Special Education Coordinator in the successful implementation of policies and procedures within the special education learning environments.

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

- **Create and monitor systems needed to** assist in the daily operations of **the** Resource Room ~~needs~~ and ~~coverages~~ **designated areas.**
- **Monitor and enforce the Schoolwide Code of Conduct in the Resource Room and designated areas.**
- Ensure safety procedures are met.
- Tutor and assist students with daily assignments and technology usage both in-person and virtually.
- ~~Understand and use the functionality of PVC's computerized educational software while implementing IEP's.~~
- Supply PVC staff with IEP information and strategies for student engagement and report progress.
- Collaborate with the Education Specialists to create and organize systems and materials as needed.
- Assist with clerical duties and file management, both electronic and hard copy systems.
- Assist the Special Education Coordinator to facilitate special education instructional aide meetings and ~~agendas~~ **and collaborate on special education needs in the resource rooms.**
- Provide information to the Director of Curriculum and Instruction of LEA's testing procedures according to IEP implementation.
- Attend staff meetings and professional development opportunities as needed.
- Provided feedback and data to the Special Education Coordinator.
- Perform other duties as assigned.

Qualifications:

- High School Diploma.
- Strong math skills in Algebra 1 or higher.
- Completion of college-level course work in general academic subject areas such as: Math, Science, and English
- Work experience in a school or other educational environment, special education experience is highly desirable.
- 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.

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

Supervisor: Special Education Coordinator

Work Year: 229 days

Board Approved: April 16, 2024

Amended: August XX, 2024



Pacific View Charter School

Classified **Position- Non Exempt**

Job Description – Lead Instructional Aide / Student Support Assistant

Description of Position:

The Lead Instructional Aide/ **Student Support Assistant** will support **students** in the ~~Computer Lab and Study Hall~~ **and designated learning environment** during daily operations. Provide assistance in the training and evaluation of Instructional Aides in ~~both General and Special Education settings~~. **Assist Supervisory Teachers in the instruction and supervision of TK-12 students.** Assist Director of Student Services in the successful implementation of policies and procedures in the ~~Computer Lab Study Hall and Special Education Resource Room~~ **and promotion of student engagement.**

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

- Monitor and enforce the **Schoolwide** Code of Conduct in the ~~Computer Lab and Study Hall~~ **and designated areas.**
- ~~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 **in the Study Hall and designated areas** are met.
- **Monitor students assigned to the Alternative to Suspension program and communicate progress to administrative staff**
- Assist students in the ~~Computer Lab~~ **Study Hall and classroom environments** with assignments and the use of computers.
- **Support students assigned to the SST process and communicate progress with appropriate staff.**
- **Collaborate with the TK-8 Coordinator with the after school tutoring program and monitoring student needs**
- **Create and monitor the sign-up system for 1:1 tutoring.**
- **Support all General Education Instructional Aides with tutoring strategies to best meet the needs of students.**
- ~~Understand the function of the educational software.~~
- Assign students as needed ~~on the~~ **to** 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 **schedule to ensure appropriate converge and staffing for all assigned duties.**
- Assist Director of Curriculum with end-of-year Inventory
- Assist School Counselor and Front Office during registration.
- Provide curriculum feedback to Director of Curriculum **and Instruction**
- ~~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: 229 days

Board Approved: March 5, 2019

Amended: May 28, 2024 effective 7/1/2024

August XX, 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~~ **support students in the Study Hall and designated learning environments** during daily operation. ~~Assist~~ **Provide assistance** in training and evaluation of Instructional Aide positions. ~~Assist Supervisory Teachers in the instruction and supervision of K-12 students.~~ **Assist** ~~Director of Student~~ administrative staff ~~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 **the Schoolwide Code of Conduct in the** ~~rules in the Computer Lab and Study Hall~~ **and designated areas.**
- Ensure safety procedures **in the Study Hall and designated areas** are met.
- Assist students in the ~~Computer Lab~~ **Study Hall and classroom environments** 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.~~
- **Create and monitor the sign-up system for 1:1 tutoring.**
- **Support all General Education Instructional Aides with tutoring strategies to best meet the needs of students.**
- **Proctor assessments as needed.**
- 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.~~

- Support the administrative staff with the management of Instructional Aides schedules to ensure the appropriate coverage of assigned duties.
- ~~Provide feedback to Director of Student Services regarding disciplinary actions.~~
- Provide curriculum feedback to Director of Curriculum and Instruction.
- ~~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 229 days

EMPLOYEE ASSIGNED TO MORENO VALLEY – Site Supervisor

Board Approved: June 21, 2011

Amended:

June 27, 2016

May 18, 2024

May 28, 2024 effective 7/1/2024

August XX, 2024

DRAFT



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; ~~to~~ assist in the preparation of classroom materials; and ~~other~~ **to do** 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~~ **the use of technology**
- ~~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.
- **Proctor assessments as needed**
- ~~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.
- **Strong math skills in Algebra 1 or higher**
- 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.
- **Strong Math skills**
- ~~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:

Director of Student Services

EMPLOYEE ASSIGNED TO MORENO VALLEY – Site Supervisor

Work Year: 229 Work Days

Board Approved: 08-16-2005

Amended:

02-21-2006

06-27-2016

10-21-2019

05-18-2021

05.28.2024 effective 7/1/2024

August XX, 2024

Pacific View Charter School Course Outline**Course Title: ELD A****Course #: 1368****Grades: 6-8**

Course Description: ELD provides a balanced approach to English language development, using communication-based, content-based, and literature-based lessons, based on the California English Language Development standards. Reading and writing activities are designed to help students develop literacy skills. Students are introduced to reading and writing through a variety of strategies appropriate for the English language learners. English learners will use language to interact meaningfully in school and beyond. In addition, English learners will be knowledgeable about English and utilize language as a resource for communicating and learning. This course requires students to use technology, cooperative learning, and other effective research-based learning strategies. Students will be assessed in the four strands: reading, writing, listening & speaking, and language (grammar and vocabulary) to demonstrate language acquisition and prepare for the ELPAC Exam.

Student Outcome:

1. Exchange information and ideas with others
2. Interact with others in written English
3. Offer and justify opinions, negotiate with and persuade others
4. Adapt language choices to various contexts (based on task, purpose, audience, and text type)
5. Listen actively to spoken English in a range of social and academic contexts
6. Read closely literary/informational texts
7. View multimedia to determine how meaning is conveyed explicitly and implicitly through language
8. Evaluate how writers/speakers use language to support ideas and arguments with details or evidence
9. Analyze how writers/speakers use vocabulary and language for specific purposes (to explain, persuade, entertain, etc.)
10. Express information and ideas in formal oral presentations on academic topics
11. Write literary and informational texts to present, describe, and explain ideas and information using technology
12. Justify own arguments and evaluate others' arguments in writing
13. Select and apply varied and precise vocabulary and language structures to convey ideas

Assessment: Assessment of student outcomes will be based on student performance on assignments and projects.

Instructional Materials: English 3D, Houghton Mifflin Harcourt, 2014. A variety of supplemental materials and internet resources.

Board Approval:**Amended:**

Pacific View Charter School Course Outline**Course Title: ELD B****Course #: 1369****Grades: 6-8**

Course Description: ELD provides a balanced approach to English language development, using communication-based, content-based, and literature-based lessons, based on the California English Language Development standards. Reading and writing activities are designed to help students develop literacy skills. Students are introduced to reading and writing through a variety of strategies appropriate for English language learners. English learners will use language to interact meaningfully in school and beyond. In addition, English learners will be knowledgeable about English and utilize language as a resource for communicating and learning. This course requires students to use technology, cooperative learning, and other effective research-based learning strategies. Students will be assessed in the four strands: reading, writing, listening & speaking, and language (grammar and vocabulary) in order to demonstrate language acquisition and prepare for the ELPAC Exam.

Student Outcome:

1. Exchange information and ideas with others
2. Interact with others in written English
3. Offer and justify opinions, negotiate with and persuade others
4. Adapt language choices to various contexts (based on task, purpose, audience, and text type)
5. Listen actively to spoken English in a range of social and academic contexts
6. Read closely literary/informational texts
7. View multimedia to determine how meaning is conveyed explicitly and implicitly through language
8. Evaluate how writers/speakers use language to support ideas and arguments with details or evidence
9. Analyze how writers/speakers use vocabulary and language for specific purposes (to explain, persuade, entertain, etc.)
10. Express information and ideas in formal oral presentations on academic topics
11. Write literary and informational texts to present, describe, explain ideas and information using technology
12. Justify own arguments and evaluate others' arguments in writing
13. Select and apply varied and precise vocabulary and language structures to convey ideas

Assessment: Assessment of student outcomes will be based on student performance on assignments and projects.

Instructional Materials: English 3D, Houghton Mifflin Harcourt, 2014. A variety of supplemental materials and internet resources.

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