

Pacific View Charter School

A California Public School and Nonprofit 501 (c) (3) Corporation
3670 Ocean Ranch Blvd., Oceanside, California 92056

Phone # (760) 757-0161

AGENDA

Board of Trustees' Meeting – Tuesday, May 21, 2019

3:30pm

- | | | |
|-----|------------------------------------|-------------|
| 1.0 | <u>Call to Order/Roll Call</u> | |
| 2.0 | <u>Approval of Agenda</u> | Action |
| 3.0 | <u>Pledge of Allegiance</u> | |
| 4.0 | <u>Public Comment</u> | |
| 5.0 | <u>Introductions</u> | |
| 6.0 | <u>Executive Director's Report</u> | Information |

7.0 Consent Calendar

These agenda items are considered routine and will be approved in one action without discussion. If a Board Trustee requests that an item be removed from the consent calendar or a citizen wishes to speak to an item, the item will be considered under Action Items.

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| 7.1 Minutes from Board Meeting of April 16, 2019 | Action |
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8.0 Action/Discussion Items

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| 8.1 Tri Vista Construction Contract | Action |
| 8.2 Tri Vista Change Order #3 | |
| This item is for the School Psychologist Office | Action |
| 8.3 Tri Vista Change Order #4 | |
| This item is for the new rooms window film | Action |
| 8.4 Charter School Document Retention Policy | Action |
| 8.5 2019-2020 Master Contract Nonpublic Agency Services- | |
| Specialized Therapy Services, Total Education Solutions | Action |
| 8.6 American Eagle Construction – Moreno Valley | |
| This item is for additional meeting space | Action |
| 8.7 Per Diem Rates - for travel | Action |
| 8.8 Board Warrant Listing April 15 through May 16, 2019 | Action |

9.0 Personnel

- 9.1 Special Education Coordinator Job Description
- 9.2 2019/20 Certificated Salary Schedule

Action
Action

10.0 Board Staff Discussion

11.0 Adjournment

7.1

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Phone # (760) 757-0161

Board of Trustees' Meeting –Tuesday April 16, 2019 Board Minutes

1.0 Call to Order/Roll Call

Chairperson Brown called the meeting to order at 3:40pm. from 222 B Summer Tree Circle Lindale, Tx. 75773, Vice Chairperson Taylor & Trustee Walters attending from 201 Squaw Rd. Olympic Village, CA present and Trustee Meyer absent.

2.0 Approval of Agenda

Moved by Chairman Brown & seconded by Vice Chair Taylor to approve the agenda.

AYES: Brown, Walters, Taylor

NOES: None

ABSTAIN: None

ABSENT: Trustee Meyer

3.0 Pledge of Allegiance

The Pledge of Allegiance was led by Executive Director, Gina Campbell

4.0 Public Comment

None

5.0 Introductions

Erin Gorence, Director of Curriculum; Gayl Johnson, Director of Student Services; Lori Bentley, Human Resources & Business Services; Kathy Meck, Lead K8 Teacher; Kathi Cohen, Lead HS Teacher arrived at 3:50pm

6.0 Executive Director's Report

- ✚ 70 students participated in a field trip to UCSD.
- ✚ Several staff attended CCSA Conference in Sacramento.
- ✚ Myself, Erin and Kathy Meck traveled to Sacramento to stand in opposition to AB 1505,1506,1507. These bills are very detrimental to Charter Schools. AB1505 passed the Assembly and now moves

on. Our hope is that the staff at CCSA will be able to educate the Governor about Charters.

- ✦ I met with Dr. Vitale the Superintendent of OUSD and Dr. Lovie who came to our school for a tour.
- ✦ A two person WASC Team came on April 4 to conduct our Mid-year review. Congratulations to Erin as she did an exemplary job of chairing our committee. The WASC Team was very impressed with all aspects of the visit especially when meeting with students. We were told by the WASC Team that the students attending feel that the teachers make them feel they are most important.
- ✦ We are continuing to move forward with the construction here in Oceanside and are looking at possibly having the SST room in Moreno Valley modified so that we have more meeting rooms.
- ✦ Enrollment numbers- Oceanside HS 323, K8 101 and Moreno Valley HS 120, Elementary 69 for a total of 615

7.0 Consent Calendar

Moved by Chairperson Brown and seconded by Vice Chair Taylor to approve the minutes to reflect with the following changes. University of California in Executive Director report and changing “let to led” in pledge

7.1 .

AYES: Brown, Walters, Taylor

NOES: None

ABSTAIN: None

ABSENT: Trustee Meyer

8.0 Action/Discussion

8.1 & 8.2 Moved by Chairperson Brown and seconded by Vice Chairperson Taylor to approve the Student Clubs as presented.

AYES: Brown, Walters, Taylor

NOES: None

ABSTAIN: None

ABSENT: Trustee Meyer

8.3 Moved by Chairperson Brown and seconded by Vice Chair Taylor to approve the Hard to Fill “Bonus Agreement” as presented.

AYES: Brown, Walters, Taylor

NOES: None

ABSTAIN: None

ABSENT: Trustee Meyer

8.4 Moved by Trustee Walters and seconded by Vice Chairperson Taylor to approve California School Business Consultant Contractor Agreement for 2019-20 as presented.

AYES: Brown, Walters, Taylor
NOES: None
ABSTAIN: None
ABSENT: Trustee Meyer

- 8.5** Moved by Vice Chairperson Taylor and seconded by Chairperson Brown to approve Kenneth P. Erickson Agreement for Architectural Services as presented.

AYES: Brown, Walters, Taylor
NOES: None
ABSTAIN: None
ABSENT: Trustee Meyer

- 8.6** Moved by Chairperson Brown and seconded by Vice Chairperson Taylor to approve the Bay Alarm Commercial Fire Alarm System Services Agreement Proposal as presented.

AYES: Brown, Walters, Taylor
NOES: None
ABSTAIN: None
ABSENT: Trustee Meyer

- 8.7** Moved by Chairperson Brown and seconded by Vice Chairperson Taylor to approve the Board Warrant Listing as presented.

AYES: Brown, Walters, Taylor
NOES: None
ABSTAIN: None
ABSENT: Trustee Meyer

9.0 Personnel

- 9.1** Moved by Chairperson Brown and seconded by Vice Chair Taylor to approve the 2019-20 Confidential Classified Salary Schedule as presented.

AYES: Brown, Walters, Taylor
NOES: None
ABSTAIN: None
ABSENT: Trustee Meyer

- 9.2 & 9.3** Moved by Trustee Walters and seconded by Vice Chair Taylor to approve the Speech and Language Pathologist Job Description Full Time and Part Time as presented.

AYES: Brown, Walters, Taylor
NOES: None

ABSTAIN: None
ABSENT: Trustee Meyer

9.4 Moved by Chairperson Brown and seconded by Vice Chair Taylor to approve the Speech and Language Pathologist Salary Schedule as presented.

10.0 **Board/Staff Discussion**

The Board was reminded of our Graduation date of May 22 beginning at 5:00pm at the Junior Seau Amphitheater in Oceanside.

11.0 **Adjournment**

Chairperson Brown adjourned the meeting at 4:38 p.m.

8.1



116 Market Place
Escondido, CA 92029
Tel. (760) 294-0277
License No.: 680561

Construction Contract – Stipulated Sum

PROJECT NAME: Pacific View Charter School

LOCATION: 3664-3682 Ocean Ranch Boulevard
Oceanside, CA 92056

1. Contract. This Contract is made this Eleventh day of April, 2019, in the County of San Diego between Pacific View Charter School, a California Public School or their designated representative (“Owner”) and TriVista Inc. (“Contractor”). Contractor will make its best efforts to construct, on behalf of Owner, all work associated with the work at 3664-3682 Ocean Ranch Boulevard in compliance with the Contract Documents as specified herein (referred to herein as the “Project”). In consideration of the mutual promises and covenants contained herein, Owner and Contractor agree as follows:

2. Scope of Work. Owner is the owner of the Project and desires to retain Contractor to be the general contractor for the construction of the Project, as required by the Plans and Specifications, as the same may be amended, modified or supplemented from time to time (see TriVista’s Scope of Work Exhibit A). Contractor will furnish all labor, equipment, materials, transportation, communication, scaffolding, hoisting, and coordination, to complete said Scope of Work in a workmanlike manner. Contractor’s Scope of Work will include, where necessary or appropriate, the hiring and coordination of third parties, including but not limited to, subcontractors, consultants and engineers. Contractor’s retention and coordination of these third parties is intended only to help to avoid conflicts, but Owner acknowledges that Contractor lacks the training and experience necessary to critique such services and that such services, necessarily, will be provided by licensed, independent professionals; and that, Contractor shall have no responsibility or liability to Owner for any conceptual drawings, construction documents, calculations or specifications prepared by such third parties. At times, Contractor’s Scope of Work may also include space and/or conceptual planning and basic design services. Owner acknowledges that Contractor is not a licensed design professional and that if such services are provided to Owner, Contractor provides these services at the request of Owner and as a convenience to Owner. However, Contractor disclaims any and all liability arising from any such conceptual planning and design services performed by Contractor at Owner’s request or otherwise.

3. Contract Price. Owner shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of Three Hundred Twenty-Four Thousand Five Hundred

Fifty-One Dollars and Forty-Eight Cents (\$324,551.48) (the "Contract Price"). The Contract Price includes, where necessary or appropriate, Contractor's retention of third parties, including but not limited to mechanical, plumbing, electrical, solar, ADA and Title 24 consultants.

Payments shall be made as set forth in this Contract.

(a) The Contract Price is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner: Pacific View Charter School, a California Public School.

(b) The following add alternates have been included in the Contract Price:

Item	Price
None accepted at the time of this contract.	

(c) Unit Prices, if any:

Item	Price
N/A	

(d) Allowances included in the Contract Sum, if any:

Item	Price
Fire Protection:	\$595.00
f) Fire sprinkler permit fee allowance of \$595.00	

4. Allowances. If certain portions of the Work cannot be precisely determined at the time of establishing the Contract Price, Contractor will propose estimates of costs that are properly reimbursable as a cost of the Work. Such estimates shall be described in the Contract Price "Allowances" and shall be detailed in TriVista's Scope of Work (Exhibit A.) Each Allowance item shall contain a detailed breakdown of the assumptions for each Allowance, including assumptions pertaining to quantity, quality, assembly factors, and inclusion or exclusion of cost. In addition, the Allowance shall include all costs in connection with the Allowance, including costs of the materials, unloading, handling at the Site, labor, installation costs, and will specify the amount to be added for Contractor's overhead and profit (also referred to as General Conditions and Contractor's Fee).

5. Definitions. For the purposes of this Contract, the following terms shall have the meanings set forth below:

(a) "Accepted Bid" shall mean the bid made or negotiated by Contractor to whom this Contract is awarded.

(b) "Application for Payment" shall mean the Application for Payment form acceptable to Owner which shall contain a description of the portion or percentage of the Work which has been completed through the last day of the period to which such Application for Payment is applicable.

(c) "Change Order" shall mean a written order, signed by Owner, setting forth an adjustment to the Contract Price or Progress Schedule issued in connection with or as a result of (i) any Owner required or approved change in the Plans and Specifications, the Progress Schedule or any portion of the Contract Documents relating to the construction of the Project, (ii) any errors or omissions in the Plans and Specifications, (iii) any unforeseen conditions or other factors affecting the cost or time of performance for which an adjustment to the Contract Price is permitted pursuant to this Contract, or (iv) any Owner delays.

(d) "Contract Documents" shall mean, collectively, this Contract, including the Plans and Specifications, as the same may be amended, modified or supplemented from time to time; TriVista's Scope of Work dated 03/20/2019 (Exhibit A), all Contract Modifications issued prior to or after execution of the Contract, Change Orders, written order for changes in Work issued by the Project's design professionals, engineers (structural, civil, soils, etc.) or Owner, and TriVista's Schedule of Values.

(e) "Contract Modification" shall mean a written amendment to this Contract signed by both parties hereto.

(f) "Final Completion of the Work" shall have the meaning given such term in Section 14.

(g) "Plans and Specifications" shall mean the plans and specifications identified on TriVista's Scope of Work, specifically the Plans dated as noted in the table below, or prepared for TriVista to complete its Scope of Work, as they may be amended, modified, or supplemented from time to time:

(i) Drawings (attached as Exhibit A.1), if any:

Number	Title	Date
TS	Title sheet	03/14/2019
GN	General Notes	03/14/2019
A0.0	Site Plan	03/14/2019
A1.0	Bldg 6 Floor Plans	03/14/2019
A1.1	Bldg 7 Floor Plans	03/14/2019
D1	Architectural Details	03/14/2019
D2	Architectural Details	03/14/2019

(h) "Progress Payment" shall mean a payment made to Contractor pursuant hereto, other than the disbursements of Retainage, pursuant to an Application for Payment approved by Owner, representing the payment to Contractor of such sums as are due and owing to the Contractor for the portion of the Work properly performed and completed during the period covered by the applicable Application for Payment, including, without limitation, all amounts then properly due subcontractors.

(i) "Progress Schedule" shall mean the schedule which shows the principal categories or milestones comprising the Work, the order in which the Work is to be carried out, the dates of commencement and completion of each principal category/milestone of the Work and the labor trades for each such category/milestone. The Progress Schedule shall be submitted with the Contractor's bid to perform the Work and approved by the Owner within five (5) business days after award of the Contract. The Progress Schedule shall control as to completion of each category/milestone until superseded as provided herein.

(j) "Proposed Change" shall mean a proposed written Change Order submitted to the Owner by Contractor setting forth a proposed adjustment to the Contract Price or Progress Schedule and submitted in connection with or as a result of (i) any change in the Plans and Specifications, the Progress Schedule or any portion of the Contract Documents relating to the construction of the Project proposed or recommended by the Contractor, (ii) any errors or omissions in the Plans and Specifications, (iii) any unforeseen conditions or other factors affecting the cost or time of performance for which an adjustment to the Contract Price is permitted pursuant to this Contract, or (iv) any Owner delays.

(k) "Punch List Work" shall mean minor items of the Work that need to be corrected or completed pursuant to Section 13 prior to Final Completion of the Work.

(l) "Retainage" shall mean a holdback of ten percent (10%) of the amount deemed payable to the Contractor at time of Application for Payment.

(m) "Substantially Complete" or "Substantial Completion" shall mean such time as all Work has been fully performed, other than Punch List Work.

(n) "Work" shall mean the construction of the Project, or the various separately identifiable parts thereof (including all labor and materials), required to be furnished under the Contract Documents in conformity with such Contract Documents, and shall include, without limitation, all construction and services reasonably inferable from the Contract Documents as necessary to produce the results intended thereby. The Owner is solely responsible for providing and paying for all utility costs and charges during performance of the Work, including but not limited to charges and costs to provide the Project with electricity, water, irrigation, gas, and telephone (if needed). Additionally, the Work shall not include, and the Owner shall be solely responsible, for furnishing any licenses, permits, or fees (for example: business licensing fees, building permits or fees, dump permits or fees). Upon agreement between the Owner and Contractor, and with the understanding that Contractor may charge the Owner for Contractor's time, Contractor will assist Owner in working with the applicable public agency in an effort to obtain any necessary permits or licenses.

6. Engagement and Standards of Performance.

(a) Engagement. Owner hereby engages Contractor, subject to the terms and conditions set forth in this Contract, to perform the duties and obligations set forth herein and Contractor agrees to perform such duties and obligations in accordance with the terms and conditions of this Contract.

(b) Standards of Performance. Contractor covenants with Owner to furnish its skill and judgment and to cooperate with Owner, subcontractors, the Project's design professionals, Owner's separate contractors (if any) and Consultants performing work on the Project or providing services relating to the Project. Contractor shall perform its duties and obligations under this Contract in an efficient, expeditious and economical manner, consistent with the interests of Owner (as made known to Contractor), and in such a manner so as to effect Substantial Completion and Final Completion of the Project to the reasonable satisfaction of Owner within the time periods set forth herein. Notwithstanding anything in the Contract Documents to the contrary, Contractor is not, and shall not be deemed to be, a fiduciary of the Owner.

(c) Contractor's Personnel. Contractor shall provide adequate and experienced personnel to perform the duties and obligations of Contractor as described in this Contract. Contractor shall be responsible for hiring, supervising and training all of Contractor's employees and staff members performing services relating to the Project. Contractor shall comply with all applicable laws, rules and regulations relating to the duties and obligations of Contractor under this Contract. Contractor shall employ a competent superintendent and necessary assistants who shall attend to the Project during the progress of the Work.

7. Progress Meetings. Contractor may conduct weekly meetings (or otherwise periodically as Owner shall reasonably require) with Owner to discuss the progress of the development and construction of the Project and to assess Contractor's compliance with the requirements of this Contract. At such meetings Contractor shall provide Owner with the status of the Work, any slippage in the Progress Schedule, the planned Work for the following week's construction, the potential need to update the Progress Schedule, as the case may be, and any Proposed Changes which have been initiated by Contractor and which have not been previously delivered to Owner.

8. Obligations of the Contractor.

(a) Supervision and Construction Procedures. Contractor shall supervise all subcontractors and, subject to the revisions of the Contract Price as herein provided, shall cause the completion of the Work in such a manner that the sum of the costs and fee to Owner shall not exceed the Contract Price. Contractor acknowledges that Contractor will be solely responsible for and will have control and charge over, construction means, methods, techniques, sequences, procedures, safety precautions and programs employed in connection with the Work.

(b) Prosecution of the Work. Contractor shall proceed diligently with the completion of the Work in accordance with the Plans and Specifications and performance of the other portions of the Work at all times in accordance with the Contract Documents Progress Schedule (or other time period specified herein) and shall continue performance of the Work, pending resolution of any claim, appeal or other legal or equitable action related to this Contract (except to the extent that it is impossible to adhere to the Progress Schedule or such other specified time period), provided that Contractor is paid all undisputed amounts for performance of undisputed Work. Contractor shall provide all materials, labor, tools, equipment, transportation, and superintendence, and all other services and facilities of every nature whatsoever necessary to

execute and complete this Contract and the Work within the time allotted in the Progress Schedule, as the case may be.

(c) Review of Contract Documents. Contractor has reviewed the Contract Documents and has found them to be sufficiently complete to apprise the Contractor of the character, nature, scope and extent of and standards for the Project, the time required to complete the Project, and the quality of the Project. Contractor further represents and warrants that it has (i) visited and inspected the Property and become familiar with local conditions that may in any manner affect the cost, progress or performance of the Work, (ii) become familiar with all Federal, State and local laws, ordinances, codes, rules and regulations reasonably known to California General Contractors that may in any manner affect the cost, progress or performance of the Work, (iii) become familiar with anticipated labor supply and costs, and (iv) studied and correlated all of the Contractor's foregoing observations with the Contract Documents. Contractor further represents and warrants that, prior to submittal of its bid to complete the Work, it has investigated to the extent necessary to confirm the ready availability of all materials called for in the Plans and Specifications. Contractor has reported to Owner any known error, inconsistency or omission in the Contract Documents and any other condition that it discovered during such reviews and investigations that may adversely affect the construction of the Project. Any discrepancies, omissions, unforeseen site conditions or other matters adversely impacting the construction of the Project and hereafter discovered by Contractor shall be reported immediately in writing to Owner. In the event there is any discrepancy within the Plans and Specifications or among the Plans and Specifications, the other Contract Documents and applicable governmental requirements, unless otherwise directed by Owner pursuant to Section 9 below, Contractor shall resolve such discrepancy in favor of the most cost effective equal or better detailed alternative. Contractor shall be liable to the Owner only for losses actually suffered by the Owner as a result of Contractor's breach of, or failure to comply with, this subsection. Such losses shall include additional costs incurred as a result of any errors, omissions, site conditions or other matters that the Contractor should have discovered in its capacity as a general contractor in connection with its reviews, investigations and other observations hereunder.

(d) Prior to the date of Final Completion of the Work and final acceptance of the Project as a whole, Contractor shall, upon the request of and as directed by Owner, promptly either correct or remove and replace any defective material or equipment and promptly perform all labor necessary to correct any defect in the Work or to remedy any defect or deficiency in the Work that results from any discrepancy in the Contract Documents or other matter for which Contractor is liable, all at its sole cost and expense. Should Contractor fail to do so after thirty (30) days' notice of said defects, Owner may, at its option, furnish or secure such materials and labor as are necessary to correct any such defect and all direct and indirect costs thereof, including without limitation compensation for additional professional services, shall be borne solely by Contractor.

(e) Warranty. Contractor guarantees that the Work done under this Agreement will be free from faulty materials or workmanship. Notwithstanding anything in this Contract to the contrary, Contractor expressly provides to Owner, and Owner's successors in interest, the following express warranties with respect to the Project, which all begin upon Substantial Completion.

(i) a one (1) year express limited warranty (also known as a "fit and finish" warranty) covering the fit and finish of the following building components: cabinets, mirrors,

flooring, interior walls, countertops, paint finishes, and trim. Contractor, on receiving notification from Owner, agrees to remedy, repair or replace, immediately, without cost to Owner, all such defects or damages appearing in the Work (whether in respect of materials or workmanship) for a period of twelve (12) months after Substantial Completion, defined above; and

(ii) a one (1) year warranty, applicable to all items installed under Contractor's license, whether by Contractor or Contractor's subcontractors, that all such items shall be free from defective installation and installed consistent with all applicable Building Code(s) and manufacturer's installation requirements.

9. Commencement of Work.

(a) The Work shall be commenced within Three (3) business days from the issuance of a building permit by the responsible public agency. The Contractor shall complete all Work required by the Contract Documents within One Hundred Twenty (120) calendar days from the commencement date.

(b) Contractor hereby covenants and agrees to perform its obligations under this Contract within the time specified herein, or, if no time is specified, as expeditiously as reasonably possible.

(c) Contractor shall make its best effort to have construction of the Project completed within One Hundred Twenty (120) calendar days of the start date. However, the completion date will be revised and extended based on changes to the Work by the Owner, issuance of Change Orders, delays in the delivery of materials, delays related to the failure of the architect, if any, and the Owner to respond to Proposed Changes and request for information, delays caused by adverse weather conditions that prevent the Work from being performed for two (2) or more consecutive days or cumulatively impact the Work such that the Contractor is prevented from efficiently proceeding, or other delays arising from causes beyond the Contractor's best professional efforts (other than delays arising out of Contractor's breach.)

10. Interpretation of Contract Documents. The Contract Documents are to be construed together and in a complimentary manner. If Contractor should perceive an error, omission, or conflict in the Contract Documents, contractor will make its best efforts to notify the Owner. The Owner shall be required to have its design professionals, within thirty-six (36) hours, resolve any conflicts, errors, and omissions by issuing written instructions, revisions to plans and/or specifications, and attend site meetings with the Contractor to resolve any issues raised by the Contractor. If the Contractor proceeds with work based on an error, omission, or conflict in the Contract Documents, without having been provided instructions by the Owner, the Contractor shall not be liable to the Owner for any costs to correct the work.

11. Progress Payments.

(a) On a regular basis, as mutually agreed upon by Owner and Contractor, but not more frequently than monthly, Contractor shall furnish to Owner an Application for Payment, on such forms as are acceptable to Owner which shall contain a description of the portion or percentage of the Work which has been completed through the last day of the period to which such Application for Payment is applicable.

(b) Each Application for Payment shall be supported by the following documentation (held at Contractor's office or delivered to Owner, as hereinafter specified or as directed by Owner) on forms described below or to be supplied by Owner:

(i) A conditional lien waiver by Contractor for the portion of the Work included in the Application for Payment;

(ii) Such other documents in form, scope and substance as Owner shall reasonably require.

(c) Schedule for Payment of Progress Payments. Owner shall have ten (10) business days following receipt thereof to approve or disapprove an Application for Payment. Any disapproval shall be in writing and shall set forth in detail the reasons for such disapproval and the amounts withheld on account thereof. Notwithstanding that grounds for withholding of a portion of a Progress Payment may exist, Contractor shall nonetheless have the right to apply for and Owner shall pay in accordance with this Contract the portions of a Progress Payment for which withholding is not authorized by this Contract. To the extent that Owner approves or is obligated to approve an Application for Payment, the applicable Progress Payment shall be paid to Contractor within twenty (20) business days following Owner's receipt thereof. Unless otherwise agreed by Owner and Contractor, such Progress Payment shall be made by Owner's check payable to Contractor.

12. Interest. Payments due and unpaid under the Contract shall bear interest from the date payment is due at a rate of ten percent (10%) per annum.

13. Substantial Completion. When Contractor opines that the Work is Substantially Complete, Owner and Contractor shall conduct an inspection of the Project in order to determine the state of completion of the Project and the existence of defects to be corrected, if any. Thereafter, Contractor shall issue a written Punch List identifying any defects requiring completion or correction and provide same to the Owner for Owner's review and approval within five (5) business days. After conducting the Substantial Completion inspection, Contractor shall thereupon submit to Owner an Application for Progress Payment for all sums remaining due under the Contract. Contractor shall commence, within ten (10) business days (or forty-eight (48) hours in the event of an emergency) of the inspection, to contact, supervise and cause the appropriate subcontractors to complete any unfinished Work, replace any defective material or perform any labor necessary to correct any defect in or damage to the Work, and shall complete all such Punch List Work within a reasonable time thereafter. Provided that the Owner is not in breach of this Contract with respect to the making of payments to the Contractor hereunder, in the event any subcontractor fails to do so, Contractor, after obtaining Owner's prior written consent with respect to the specific Punch List Work, shall secure such materials, labor and other subcontractors as are necessary to correct the defective or incomplete work to Owner's satisfaction within a reasonable time, the costs of which shall be borne solely by Contractor.

14. Final Completion.

(a) Upon receipt of a final Application for Payment, Owner shall promptly make or cause to be made a final inspection of the Work. If Owner determines, in its reasonable discretion, that the Work, including any Punch List Work, is completed and acceptable to Owner and the Contract

has been fully performed, Owner shall pay Contractor within twenty (20) calendar days after receipt of such final Application for Payment, all unpaid Construction Costs incurred in connection with the completion of the working including the Punch List Work, and the Retainage.

(b) The payment of the final Application for Payment shall not be made until Contractor submits to Owner, a Conditional Waiver and Release Upon Final Payment in a form consistent with Civil Code Section 8136.

(c) The acceptance by Contractor of the final payment from Owner shall constitute a waiver of all monetary claims then known to Contractor arising out of the performance of the Work, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Within thirty days after Contractor's receipt of final payment from Owner, Contractor shall deliver to Owner an Unconditional Waiver and Release Upon Final Payment, from Contractor and all Subcontractors who performed the Work.

15. Overtime. If Owner requests that the Contractor and its subcontractors work overtime, then the Owner shall pay the Contractor to work overtime at premium overtime hourly rates and other expenses directly associated with overtime work, which will be paid for by the Owner.

16. Costs Not to be Paid. Owner shall not pay Contractor for the cost of salaries paid to Contractor's home office personnel or any of Contractor's other home office expenses.

17. Exclusions. The following items are not included in the Work nor the Contract Price and shall be paid directly by the Owner: Architectural and engineering (structural, civil, soils, etc.) fees, utility deposits and connection fees, street and utility assessments, costs of environmental impact studies, cost of soil reports, costs of inspections and testing, demolition, grading, building and other permits, the cost to repair damage to the Project caused by earthquake or some other act of nature or unforeseen peril, testing, bonds, inspections, traffic control, unforeseen utility damage or utility relocation, temporary water and power, prevailing wages, weather protection, and any other exclusions set forth in Contractor's Scope of Work attached as Exhibit A.

18. Change Orders. The Owner may request Change Orders to Contractor to add to, change, or delete from the scope of the work, and the Contract Price will be adjusted accordingly. Upon the discovery of additional work or changed circumstances which require a Change Order, Contractor will issue a Proposed Change Order to Owner, including a quote for such additional work, and any impact on the project schedule for Owner to sign and return to Contractor, thus authorizing Contractor to proceed with the Change Order Work. If the Owner requires the Contractor to perform work that the Contractor contends is outside the scope of the Work required by the Contract Documents, Contractor shall be entitled to be paid all additional sums over and above the Contract Price associated with the additional work performed, plus five percent for overhead and ten percent for profit on top of the costs for the extra work. Contractor shall not be required to perform any additional work unless Owner signs a Change Order.

19. Extra Work. Should a public agency or inspector direct any deletion from, or modification of or addition to, the work covered by this Contract, the costs shall be added or deducted from the contract price. In the case of extra work, the Contractor shall be paid 5 percent for its overhead and 10 percent for profit on top of the costs for the extra work. Payments for extra work will be made as extra work

progresses, concurrently with progress payments. Orders for extra work should be made in writing, with the price agreed to in advance, but the Contractor is entitled to be paid for extra work, whether the extra work order is reduced to writing or not.

20. Safety Precautions and Programs. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work, including safety of all persons and property during performance of the Work. This requirement will apply continuously and not be limited to working hours.

Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection and follow any directions of Owner (which Owner shall not be obligated to make) to prevent damage, injury or loss to:

- (a) All employees on the Work and all other persons who may be affected thereby;
- (b) Owner's property and all the Work and all materials and equipment to be incorporated therein on the Project site; and
- (c) Other property at the Project site or adjacent thereto, not designated for removal, relocation or replacement during construction.

21. Intoxicating Beverages, Drugs or Other Controlled Substances. Contractor shall not allow anyone known or suspected to be under the influence of intoxicating beverages, drugs or controlled substances on the Project site. Neither intoxicating beverages nor controlled substances shall be allowed on the Project site at any time.

22. Jobsite and Approvals. Owner will always make the jobsite available to Contractor, and will secure, before commencement of the work, any change of zone, conditional use permit, variance, or other necessary entitlement.

23. Cutting and Patching. Contractor will perform cutting and patching necessary to join the Contractors work with existing structures and with the work of other contractors so that the finished work will have a smooth and finish appearance within normal industry standards.

24. Contractor's Insurance. Contractor will provide Owner the following insurance, and will deliver to Owner the following Certificates of Insurance and Endorsements issued by insurance companies authorized to write business in this state:

- (a) Commercial General Liability Insurance: Comprehensive general liability insurance, which includes Bodily Injury/Property Damage and Personal Injury sustained or alleged to have been sustained by any person with limits not less than: \$1,000,000 Each Occurrence and \$2,000,000 Aggregate. The CGL shall contain a separate additional insured endorsement covering ongoing as well as completed operations and naming Owner as an additional insured.
- (b) Commercial Automobile Bodily Injury/Property Damage Liability (Combined Single Limit): Automobile Liability in comprehensive form including insurance for owned, non-owned, and hired automobiles, trucks and other licensed motor vehicles utilized by Contractor in connection with the work. The policy limits will not be less than \$1,000,000 for bodily injury and

\$1,000,000 for property damage. The Certificates will provide that the policy may not be cancelled or modified without 30 calendar days prior written notice to the Owner.

(c) Workers' Compensation Insurance: Workers' Compensation insurance shall be in statutory form as required by all applicable laws, regulations or statutes.

(d) Excess Liability Insurance: Excess Liability Insurance in the amount of \$4,000,000 Each Occurrence and \$4,000,000 Aggregate.

25. Insurance Types.

(a) Contractor shall not commence any Work under this Contract until it obtains all insurance required to be obtained by Contractor under this Contract.

(b) All insurance to be carried by Contractor will be maintained by Contractor with insurance carriers licensed and approved to do business in California, having a general policyholders' rating of not less than an "A-" and financial rating of not less than "B+" in the most current Best's Insurance Report. In no event shall such insurance be terminated or otherwise allowed to lapse prior to (1) the earlier of the completion of the Work pursuant to the provisions of this Contract or the termination of this Contract, or (2) such longer period of time as may be specified herein. Contractor may provide the insurance described herein, in whole or in part, through a policy or policies covering other liabilities and projects of Contractor.

(c) Evidence of Insurance. As evidence of Contractor's specified insurance coverage, Owner shall accept certificates issued by Contractor's insurance carrier acceptable to Owner showing such policies in force for the specified period. Each certificate shall provide that such policy shall not be subject to cancellation or non-renewal without thirty (30) calendar days prior written notice delivered to Owner.

26. Waiver of Subrogation. Owner and Contractor waive all rights against each other, separate contractors, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by Owner as fiduciary.

27. Termination of Contract.

(a) Either party may terminate the Contract for convenience at any time, upon seven (7) days written notice to the other party. Upon receipt/service of written notice of such termination, Contractor shall: (a) cease operations in whole or as directed by Owner; (b) take actions necessary, or that Owner may direct, for the protection and preservation of the Work; and (c) except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders. In case of termination for convenience, Contractor shall be entitled to receive payment for work executed to the effective date of termination, including the actual cost of the Work, and the Contractor's Fee based on such actual costs incurred, plus those costs necessary to satisfy the obligations incurred as a result of the requirements of the foregoing subsections (a) through (c). Additionally, Contractor shall be entitled to receive payment for all materials ordered prior to

notice of termination as well as an additional five percent for Contractor's overhead and ten percent for Contractor's profit.

(b) If Owner fails to make payment for a period of ten (10) days from the date such payment is due, through no fault of Contractor, Contractor may, upon seven (7) additional days' written notice to Owner, suspend the Work until the amounts due have been received or terminate the Contract for convenience as described in paragraph (a), above.

28. Hazardous Materials.

(a) A hazardous material is any substance or material identified now or in the future as hazardous under any federal law, state or local law or regulation, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal, and/or clean-up. The Contractor shall not be obligated to commence or continue work until any hazardous material discovered at the Project worksite has been removed, rendered or determined harmless by the Owner as certified by an independent testing laboratory and approved by the appropriate government agency.

(b) If after the commencement of work, hazardous materials are discovered at the Project worksite the Contractor shall be entitled to immediately stop work in the affected area. The Contractor shall report the condition to the Owner and, if required, the government agency with jurisdiction.

29. Destruction of Work. If the Project should be destroyed by fire or other perils, Contractor will be paid for its work based on the percentage of completion of the Project multiplied by the Contract Price, and Contractor's work will terminate. If the Project is partially destroyed by such peril (that is less than 40 percent of the value of the work performed by Contractor is destroyed), the Contract Price and the time for performance will be equitably adjusted, and Contractor will rebuild those areas destroyed by such peril at the sole additional cost of the Owner and complete the Project.

30. Cleanup. Contractor at all times shall keep the Project free from accumulation of waste materials or rubbish caused by its operations. At the Final Completion of the Work, it shall remove all its waste materials and rubbish from and about the Project as well as all its tools, construction equipment, machinery and surplus materials. Upon Final Completion, Contractor shall clean the Project and any areas where debris has collected so surfaces are free from foreign material or discoloration.

31. Unanticipated Concealed Conditions. In the event that Contractor encounters adverse concealed conditions that could not reasonably have been anticipated, the Contract Price will be equitable adjusted, and the cost of dealing with such unanticipated condition will become a Change Order.

32. Schedule.

(a) Progress Schedule. Upon Owner's written request, Contractor shall, within five (5) business days thereafter, submit to Owner for Owner's review and approval a proposed Progress Schedule. If Owner disapproves the proposed Progress Schedule, he shall indicate the reasons for the disapproval in writing and the parties shall negotiate a revised Progress Schedule. Upon agreement to the Progress Schedule, the Progress Schedule and all milestones specified therein shall control.

(b) Schedule Changes. Upon agreement by Owner and Contractor as to an extension of any portion of the Progress Schedule necessitated by a Change Order, Owner and Contractor shall revise the Progress Schedule, as the case may be, to reflect such extension.

(c) Owner Liability for Delays. Except as otherwise provided in this Section, Owner and those acting on its behalf shall not be liable for any damages because of any delay resulting from any cause beyond the control and without the fault of such persons, including, but not limited to, such events as excusable delays or delays by, or breach by, Contractor or any subcontractor or other person directly or indirectly in contract with Contractor or any other person not subject to the direct control of Owner. Notwithstanding the foregoing, Owner will be liable to Contractor for reasonable actual damages incurred by Contractor as a result of any delay (herein, an "Owner's Delay") not contemplated by the parties at the time of execution of this Contract that is caused by (or due solely to the fault of) Owner or any of Owner's Consultants and that is unreasonable under the circumstances. An adjustment of the Progress Schedule (if justified) shall be Contractor's sole remedy (and Contractor shall have no right to actual or liquidated damages) for any delay, hindrance in the performance of the Work, loss in productivity, impact damages or similar claims unless the delay

(i) is caused by, or due solely to the fault of, Owner or any of Owner's, Consultants,

(ii) is unreasonable under the circumstances, and

(iii) was not contemplated by the parties at the time of contracting.

33. Right to Stop Work.

(a) Contractor: If Owner fails to make any payment when it's due, Contractor may stop work, and keep the job idle until all amounts earned have been paid.

(b) Owner: If Contractor persistently fails to perform its obligations under this Contract, Owner may stop the work until Contractor has given Owner satisfactory reasonable assurance that Contractor will properly resume and diligently perform the work.

34. Independent Contractor. It is expressly understood and agreed that Contractor will act as an independent contractor in the performance of its duties and responsibilities set forth in this Contract. No provisions hereunder shall be intended to create a partnership, joint venture, employment or agency relationship between Owner and Contractor with respect to the Project or otherwise, and neither party shall have the power to bind or obligate the other party.

35. Indemnity by Contractor. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless Owner, and Owner's Agents, and each of them, from:

(a) With the exception of any mechanics lien enforcement actions, any third party claims, demands, causes of action in law or in equity, damages, costs, expenses, losses and liabilities, including but not limited to attorneys' fees, arising out of or in any manner directly connected with the performance of the Work under this Agreement, the death or injury of any person or persons, or from the damage or destruction of the Subject Property, any property or properties, caused by or connected with the negligent performance of this Contract by Contractor or

Contractor's subcontractors, material providers, agents or employees, except those arising out of the sole negligence or willful misconduct of Owner, Owner's Agents, or their agents or employees; and

(b) Any and all penalties imposed on account of the violation of any law or regulation, compliance with which is left by this Agreement to Contractor. This shall include without limitation any claims or costs arising from any losses, damages, injuries, liabilities, and expense, including but not limited to attorneys' fees, arising from the construction of the Project.

36. Indemnity by Owner. To the fullest extent permitted by law, Owner shall indemnify, defend and hold harmless Contractor, and Contractor's Agents, subcontractors, and representatives, and each of them, from any and all third party claims, demands, causes of action in law or in equity, damages, costs, expenses, losses and liabilities, including but not limited to attorneys' fees, arising out of or in any manner directly connected with (i) any accidental damage on the Project resulting from unknown conditions of which Contractor should not have been reasonably aware, including but not limited to hidden improvements by other building tenants, and (ii) any disruption in any utility or other service to building tenants arising out of the Work.

37. Waiver of Consequential Damages. In no event shall either party be liable to each other in contract, tort, strict liability, warranty or otherwise, for any special, incidental or consequential damages, including but not limited to loss of rent, disruption, loss of use, home office overhead, diminution in value, loss of profits, loss of product, loss of use, loss of anticipated profits or revenue, rents, interest, increased expense of operation of any equipment or systems, loss of capital, or cost of capital.

38. Limitation of Action. Any and all actual or alleged causes of action concerning any services rendered pursuant to this Agreement, including without limitation those for indemnification, shall be deemed to have accrued for purposes of any statutes of limitation or repose as of the date of Contractor's last invoice concerning the Project. Further, in all events the statutes of limitation for such actual or alleged causes of action, including those for latent deficiencies, will be deemed to have run no later than four years after the date of the Project's substantial completion.

39. Substitutions. If Contractor proposes or installs any substitutions for work called for by the contract documents, Contractor will have a good faith belief that these are equal in quality, function and appearance to the items called for by the Contract Documents, and that substitutions can be easily maintained and are of equal durability to the specified item.

40. Acceptance. Unless otherwise provided in this Contract, acceptance by Owner shall be made as promptly as practicable after Final Completion and inspection of all Work required by this Contract, or that portion of the Work that Owner determines can be accepted separately. Acceptance shall be final and conclusive except regarding latent defects, fraud or gross negligence; provided, however, that no such acceptance shall limit, or in any way affect, Owner's rights under any warranty, guarantee or indemnity.

41. Material Breach. If at any time either party should feel that the other has materially breached this Agreement, then it shall notify that party in writing setting forth clearly what must be done to cure that breach; and thereafter, the party so notified shall have fourteen (14) calendar days to take the prescribed action. In light of the obvious advantage of resolving questions and disputes regarding Contractor's

billing quickly and while recollections are fresh, Owner will notify Contractor of any questions or dissatisfaction which it may have regarding any particular invoice within thirty days of the invoice date; and if Owner fails to give Contractor such notice, then Owner will have waived its right to dispute the accuracy and appropriateness of the invoice and the invoice will be binding upon Owner. Any claim which either party has or may have against the other is irrevocably waived if the claiming party does not at least notify the other party in writing of the existence of the claim within one year of the date when the claiming party knew or should have known that it had or arguably had the claim.

42. Successors and Assigns. Rights and duties under this Contract cannot be assigned or delegated without the express written consent of the other party. In the event of delegation, the delegator guarantees that the delegates will perform as required by the contract documents. The duties and obligations of this Contract are binding on successors, administrators, executors, and the parent and subsidiary corporations of the parties, and in the event of consolidation or merger, on the surviving corporation or partnership.

43. Limitation of Liability. In light of the risks inherent in the Project, Owner agrees to limit the total aggregate liability concerning or related to the Project of Contractor and subcontractors, if any, and their respective affiliated entities and individuals, on any and all legal and equitable theories and concerning all kinds and causes of loss to the fullest extent allowed by law as to Owner to the amount recovered under the scope and limits of Contractor's available insurance or the amount of the Contract Price, whichever is lower.

44. No Other Agreements. This Contract, with the Contract Documents incorporated herein, is the entire agreement between the parties. No oral or written communications or negotiations that occurred before the execution of the Contract shall be considered a part of the agreement. The Contract can be modified only by a written document signed by both parties, or by a Change Order that was accepted by the Owner or as allowed by other provisions of this Contract. If any portion of this agreement is invalid for any reason, such invalidity shall affect only such provisions and the remainder of this Contract shall remain in full force and effect.

45. Severability. In case any one or more provisions set forth in the Contract Documents shall for any reason be held invalid, illegal or unenforceable in any respect, any such invalidity, illegality, or unenforceability shall not affect any other provision of the Contract Documents, and the Contract Documents shall be construed as if such invalid, illegal or unenforceable provision had never been incorporated therein provided that the deletion of such provision does not materially alter this Contract.

46. No Third-Party Beneficiaries. The Contract Documents are not intended and shall not be deemed or construed to confer any rights, powers or privileges on any person, firm, partnership, corporation or other entity not a party hereto.

47. Incorporation of Exhibits. The Exhibits attached or to be attached hereto shall be construed with and as integral parts of the Contract Documents to the same extent as if the same had been set forth verbatim herein.

48. Governing Law. The Contract Documents shall be governed by the laws of the State of California.

49. Contractor's License.

(a) Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any question concerning a contractor may be referred to the Registrar.

(b) Contractor represents and warrants that it is duly licensed and in good standing under the laws of the State of California and that its correct Contractor's License Number is listed below its signature on this Contract.

50. Claims for Damages. In the event that either party hereto suffers injury or damage to person or property because of any act or omission of the other party or of any of its employees, agents or others for whose acts it is legally liable, the injured party shall make a written claim to the other party within a reasonable time after the first observation of such injury or damage.

51. Written Notice. All notices under this Contract shall be given in writing. Written notice shall be (i) delivered in person to the individuals set forth in below, (ii) sent by registered or certified mail, return receipt requested, to the address set forth below, or (iii) sent by e-mail to the e-mail address listed below:

Owner: Pacific View Charter School, a California Public School
c/o Gina Campbell
3666 Ocean Ranch Boulevard
Oceanside, CA 92056

Contractor: TriVista Inc.
c/o Dawn Mask, Vice President
116 Market Place
Escondido, CA 92029
Phone: (760) 497-0053
E-mail: dawn@trivistacorp.com

52. Attorneys' Fees. If either party employs an attorney or attorneys to enforce any of the provisions hereof, or to protect its interest in any matter arising under the Contract Documents, or to recover damages for the breach thereof, or either party commences an action against the other party for any of the foregoing reasons or to resolve any dispute relating to the Project, the prevailing party, in addition to any other relief to which such party may be entitled, shall be entitled to recover from the other party its reasonable attorneys' fees, costs and expenses incurred in connection with any such action. Prevailing party, as used herein, shall mean a party who recovers on an affirmative claim an award which equals or exceeds 67% of the claim (principal only) or a party who defends an affirmative claim by 67% or more. To the extent the award yields a result which falls between 33.01% and 66.99% of an affirmative claim, there shall be no prevailing party. If both parties assert affirmative claims, each parties' claims shall independently be (in the collective aggregate), evaluated by this standard.

53. Dispute Resolution. Owner and Contractor shall attempt to resolve all disputes arising from or related to this Agreement first by informal face-to-face negotiations, then by formal mediation. Mediation fees, if any, shall be divided equally among the parties involved. In the event that the Owner or Contractor fail to participate in a formal mediation session with the participation before a third-party mediator and files a civil action, the party who filed the civil action without first complying with the

mediation requirements in this Section shall waive any right and/or entitlement to recovering on any claims and damages to which they may have been entitled. However, Contractor shall not be prohibited from filing a civil action for the purpose of preserving any statutory deadlines, so long as Contractor agrees to stay the action pending completion of mediation as described above.


I HAVE READ AND HEREBY ACKNOWLEDGE AND AGREE TO THE ABOVE:

Pacific View Charter School, a California
Public School

By: _____
Gina Campbell, Founding Executive
Director

Date: _____

TriVista Inc.

By:  _____
Dawn Mask, Vice President
Contractor's License No.: 680561

Date: 4-15-19

Exhibit A

TRIVISTA'S SCOPE OF WORK

Exhibit A



Pacific View Charter School Budgetary Proposal			
Customer:	Pacific View Charter School 3670 Ocean Ranch Blvd Oceanside, CA 92056 Attention: Lori Bentley	Designer:	TriVista Corp, 116 Market Pl. Escondido, CA. 92029
		Proposal Date:	3/20/2019
Cost Summary By Division		Division	

01000	Misc. Construction Items	\$	24,317.50
02200	Demolition	\$	4,220.39
07200	Insulation	\$	1,130.25
08050	Door Assemblies	\$	13,033.34
08800	Glazing	\$	32,105.25
09200	Framing and Drywall	\$	15,789.00
09510	Suspended Ceilings	\$	19,524.00
09600	Flooring	\$	18,253.82
09900	Painting	\$	7,488.40
15300	Fire Protection	\$	15,115.00
15700	Mechanical	\$	69,800.00
16000	Electrical	\$	60,220.00

Sub Total	\$	280,996.95
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General Conditions	\$	14,049.85
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Contractor's Fee	\$	29,504.68
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Total Tenant Improvement Cost	\$	324,551.48
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Exclusions and Clarifications:

- 1.- All work to be performed during normal business hours.
- 2.- Excludes hidden conditions.
- 3.- Excludes Plans, Permit acquisition & Permit Fees.
- 4.- Excludes changes made by owner, tenant or governing agencies.
- 5.- Excludes any ADA improvement.
- 6.- Excludes any item not stated in this proposal.
- 7.- Excludes low voltage work.
- 8.- Excludes Fire Life Safety.
- 9.- Pricing is strictly budgetary and subject to final design and engineering.

Thank you for the opportunity of working with you, don't hesitate to call me if you have any comments or questions.

If this proposal meets your approval, please sign, date and return.

116 Market Place, Escondido, Ca 92029
Phone (760) 294-0277 Fax (760) 294-0278 License No. 680561



LEGEND			
SF	Square Foot	PR	Pair
SY	Square Yard	BL	Bulk
LF	Lineal Foot	EA	Each
LY	Lineal Yard	NTE	Not to exceed
HRS	Hours	SQ	Square
PL	Plastic laminate	SS	Solid Surface

DESCRIPTION	QUANTITY	UNIT	TOTAL
01000 Misc. Construction Items:			
a) site protection, job site clean up & debris removal.	1	EA	
b) scissor lift rental	2	EA	
c) supply and install (26) 6" diameter Sch40 steel, concrete filled bollards 36" deep x 18" diameter to create a walkway behind building 6	26	EA	
d) supply and install 3/8" galvanized grade 30 proof coil chain between steel bollards	150	LF	
e) supply and install 6' concrete parking bumpers between bollards at areas below chains	19	EA	
f) supply and install 2'x3' yellow truncated ADA domes at openings between bollards for egress	7	EA	
Total Misc.			\$ 24,317.50
02200 Demolition:			
a) shelving at warehouse in building 6, suite 3668	443	SF	
b) 10 ft tall chainlink fencing, posts and gate at warehouse in building 7, suite 3682	378	SF	
c) grind flush fence post anchor bolts	76	EA	
d) suspended ceiling at office area in building 7, suite 3682 for new walls - save ceiling tiles	273	SF	
e) exterior 10'0" x 10'0" steel roll-up doors	4	EA	
f) cartage.	8	EA	
g) waste disposal.	1	EA	
Total Demolition			\$ 4,220.39
07200 Insulation:			
a) insulation at new walls	1507	SF	
Total Insulation			\$ 1,130.25
08050 Door Assemblies:			
a) supply and install new 3'0" x 7' 0" stain grade clear maple door with Western Aluminum frame, 20 minute rated, smoke seal, closer and passage hardware at (2) offices and exec director	4	EA	
b) supply and install new 3'0" x 7' 0" stain grade clear maple door with Western Aluminum frame, and passage hardware at offices	7	EA	
c) supply and install new 3'0" x 7' 0" stain grade clear maple door with Western Aluminum frame, with 1'0"x7'0" intergrate sidelite and passage hardware at Bldg 7 new test room	1	EA	
Total Door Assemblies			\$ 13,033.34

116 Market Place, Escondido, Ca 92029
Phone (760) 294-0277 Fax (760) 294-0278 License No. 680561

08800 Glazing:			
a) exterior aluminum storefront window system similar to existing at rollup door openings: - 10'0" x 10'0" openings (3wx3h fixed windows w/ spandrel glazing at top row only)	4	EA	
Framing to be Arcadia 2" x 4'-1/2" non-thermal system for center position 1/4" glazing in standard clear anodized finish.			
glazing to be 1/4" solar gray (tempered where required by code) ** after storefront installation is completed, blackout film to be installed to interior face of (12) upper lites to create spandrel panels			
b) interior glass infill in per plan: - 5'-0" x 4'-0" openings	5	EA	
- 5'-0" x 4'-0" alumatone fullbound TA-23 casing for above windows	5	EA	
- 2'-0" x 7'-0" sidelite opening	1	EA	
c) interior fixed fire rated windows: - 5'-0" x 4'-0" single pane fixed window	2	EA	
Framing to be TGP Designer Series 2-3/4"x2" 45 minute rated steel frame in std grey powder coat finish (non-metallic, non-xl finishes only)			
glazing to be TGP 3/16" clear firelite NT 45 minute rated safety glazing			
Total Glazing			\$ 32,105.25
09200 Framing and Drywall:			
a) cut in and frame new opening for new doors	5	EA	
b) cut in and frame new opening for new windows	2	EA	
c) frame new walls to 12 ft to match existing	1237	SF	
d) frame new walls to 10 ft at building 7 new classrooms to match existing	270	SF	
e) furr exterior wall at building 7 new classroom	741	SF	
f) repair drywall at bookshelf demo and prep for paint	443	SF	
g) misc. drywall repairs at areas of new work and prep for paint	1	LS	
Total Framing and Drywall			\$ 15,789.00
09510 Suspended Ceilings:			
a) provide and install new Armstrong 2' x 4' Prelude XL white class "A" 15/16" suspended ceiling grid with Cortega 2nd look tiles at new offices and classrooms	3918	SF	
b) patch ceiling grid and tile back into existing grid at new front offices grid with Cortega 2nd look tiles at new test and office	273	SF	
Total Suspended Ceilings			\$ 19,524.00
09600 Flooring:			
Assumes no major floor preparation / repair needed, excludes vapor emission testing.			
a) Mohawk Datum carpet tile BT284 (24x24) Marble	496	SY	
b) supply and install Burke 4" rubber cove base	834	LF	
c) standard floor prep	1	EA	
d) RH tests	4	EA	
e) patch carpet wall scars and base at hallway ** Excludes moisture barrier	1	EA	
Total Flooring			\$ 18,253.82
09900 Painting:			
a) paint walls at affected areas of new work only	8914	SF	
b) stain new doors	11	SF	
c) paint steel parking bollards	26	EA	
Total Painting			\$ 7,488.40



15300 Fire protection:

Building 6 - Suite 3666

- a) add and/or relocate pendant sprinkler heads to accommodate the proposed walls and ceilings creating (1) office and classroom

Building 6 - Suite 3668

- b) add and/or relocate pendant sprinkler heads to accommodate the proposed walls and ceilings creating (2) offices and classroom

- c) install upright sprinkler heads along full height wall built to underside of mezzanine along stairs

Building 7 - Suite 3678

- d) add and/or relocate pendant sprinkler heads to accommodate the proposed walls and ceilings creating (1) storage room and classroom

Building 7 - Suite 3682

- e) add and/or relocate pendant sprinkler heads to accommodate the proposed walls and ceilings creating (1) office, (2) test rooms, classroom H.S. and conference room

- f) fire sprinkler permit fee allowance of \$595.00

1 ALLOW \$ 595.00

Excludes: Fire protection engineer review, fees or stamp

Total Fire Protection			\$ 15,115.00
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15700 Mechanical:

labor and material to:

- a) Rheem 4 ton package heat pumps

4 EA

- b) factory roof curbs

4 EA

- c) outside air hoods

4 EA

- d) programmable thermostats

4 EA

- e) t-bar supply diffusers

- f) t-bar supply return grills

- g) rigid ductwork with insulation

- h) flex duct connections to diffusers and grills

- i) condensate drains tied to existing drain lines

- j) new t-bar return grills in new offices in front area of suite 3682

- k) plans for permit process

** Excludes mechanical controls

Total Mechanical			\$ 69,800.00
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16000 Electrical:		
labor and material to:		
<i>Building 6 Suite 3664</i>		
a) new duplex outlet	4	EA
b) ring and string for data	4	EA
c) replace existing with new 2x4 direct/indirect light	14	EA
d) open office lighting control (ceiling mount sensor)	2	EA
e) demo/safe off	1	EA
f) plans for permit	1	EA
g) title-24 lighting acceptance test	1	EA
 <i>Building 6 Suite 3666</i>		
a) new duplex outlet	6	EA
b) ring and string for data	4	EA
c) EM light (bug eyes only)	3	EA
d) edge lit LED exit	1	EA
e) replace existing with new 2x4 direct/indirect light	12	EA
f) open office lighting control (ceiling mount sensor)	1	EA
g) A/C hook up 4 ton (3PH 208V 40A)	1	EA
h) demo/safe off	1	EA
i) plans for permit	1	EA
j) title-24 lighting acceptance test	1	EA
 <i>Building 6 Suite 3668</i>		
a) new duplex outlet	11	EA
b) ring and string for data	4	EA
c) EM light (bug eyes only)	4	EA
d) edge lit LED exit	1	EA
e) replace existing with new 2x4 direct/indirect light	14	EA
f) office lighting control (ceiling mount sensor)	2	EA
g) open office lighting control (ceiling mount sensor)	1	EA
h) A/C hook up 4 ton (3PH 208V 40A)	1	EA
i) demo/safe off	1	EA
j) plans for permit	1	EA
k) title-24 lighting acceptance test	1	EA
 <i>Building 7 Suite 3676</i>		
a) new duplex outlet	4	EA
b) ring and string for data	1	EA
c) EM light (bug eyes only)	4	EA
d) edge lit LED exit	3	EA
e) replace existing with new 2x4 direct/indirect light	11	EA
f) office lighting control (ceiling mount sensor)	1	EA
g) open office lighting control (ceiling mount sensor)	1	EA
h) A/C hook up 4 ton (3PH 208V 40A)	1	EA
i) demo/safe off	1	EA
j) plans for permit	1	EA
k) title-24 lighting acceptance test	1	EA
 <i>Building 7 Suite 3682</i>		
a) new duplex outlet	10	EA
b) ring and string for data	6	EA
c) EM light (bug eyes only)	4	EA
d) edge lit LED exit	3	EA
e) replace existing with new 2x4 direct/indirect light	19	EA
f) office lighting control (ceiling mount sensor)	5	EA
g) open office lighting control (ceiling mount sensor)	1	EA
h) A/C hook up 4 ton (3PH 208V 40A)	1	EA
i) demo/safe off	1	EA
j) plans for permit	1	EA
k) title-24 lighting acceptance test	1	EA
Total Electrical:		\$ 60,220.00



Alternate Adds:

- 1.- Bollards:
 - a) supply and install 4" diameter bollards in lieu of 6": **Deduct \$2,310.00**
- 2.- Window film: **Add \$9,875.25**
 - a) supply and install 3M Ultra S800 8 mil security film. To be installed at exterior storefront windows (less upper spandrel lites) and non-rated interior windows.
- 3.- Flooring: **Add \$10,513.97**
 - a) supply and install moisture barrier at 1st floor if required



Pacific View Charter School Budgetary Proposal

Customer:	Pacific View Charter School	Designer:	TriVista Corp,
	3670 Ocean Ranch Blvd		116 Market Pl.
	Oceanside, CA 92056		Escondido, CA. 92029
	Attention: Lori Bentley		
		Proposal Date:	3/20/2019

Your signature below indicates acceptance of this proposal and its terms. Trivista, Inc. agrees to perform the work described in this proposal subject to the following provisions:

Expiration: This proposal is good for a period of up to 30 days from the date of the proposal.

Change Orders: The cost of any changes to the scope of work will be priced individually and agreed to, in writing by both parties, before additional work is performed. The cost for additional work will be added to the original project price.

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Right to Cure: In the event that Customer/Owner alleges that some of the work is not or has not been done correctly or timely, Customer/Owner shall give TriVista, Inc. notice and an opportunity to commence to cure the condition that Customer/Owner has alleged is insufficient.

Attorneys' Fees: In the event the parties become involved in a legal dispute arising out of or related to this agreement, or the performance or breach thereof, the prevailing party shall be entitled to receive from the other party any and all costs and expenses incurred with respect to such litigation or other proceeding, including without limitation, reasonable attorneys' fees, court costs, other disbursements and costs and expert fees and costs.

This proposal is accepted and forms a fully integrated agreement between Customer/Owner and Trivista, Inc.

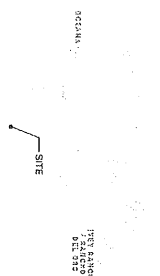
Dated: 3-21-19

Gina Campbell
Customer/Owner Signature

Gina Campbell
Print Name/Title
Founding Executive Director

Exhibit A.1

VICINITY MAP



FIRE DEPARTMENT NOTES

1. NEW AND EXISTING BUILDINGS SHALL HAVE NUMBERS OR ADDRESS PLACED ON BUILDING IDENTIFICATION PLACED IN A POSITION THAT IS EASY TO LOCATE. THE ADDRESS NUMBER SHALL BE ORIGINALLY FROM THE PROPERTY, THE STREET NUMBER SHALL BE A MINIMUM OF 4 INCHES HIGH AND BE MADE OF METAL OR CONCRETE WHEN THE BUILDING IS NEW. THE ADDRESS NUMBER ON THE BUILDING CANNOT BE VIEWED FROM THE PUBLIC WALK, A SIGNMENT, POLE OR OTHER SIGN STRUCTURE. PROVIDE SITE NUMBER ON FRONT OF STRUCTURE.
2. PROVIDE NINE TO FIVE DEPARTMENT TO PLACE IN A BOX BOY FOR EMERGENCY ACCESS TO THE BUILDING. PROVIDE ONE (1) AT EACH INSPECTION.
3. ON EACH FLOOR PROVIDE ONE (1) 400GPM MINIMUM RATED FIRE EXTINGUISHER PER 3,000 SQUARE FEET TRAVEL DISTANCE NOT TO EXCEED 175 FEET. (SECTION 306.)
4. COME UP AND SPECIFICATIONS FOR AUTOMATIC SPRINKLER AND STANDPIPE SYSTEMS AND OTHER SPECIAL FIRE EXTINGUISHING SYSTEMS SHALL BE SUBMITTED TO THE CITY FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION. (FC 201.2)
5. MANUAL FIRE ALARM SYSTEM OR OCCUPANT NOTIFICATION REQUIRED FOR FIRE AND OCCUPANT NOTIFICATION FOR FIRE ALARM SYSTEM MUST BE SUBMITTED FOR CITY DEPARTMENT REVIEW PRIOR TO SYSTEM INSTALLATION.
6. PLANS FOR CHANGES TO THE EXISTING FIRE DEPARTMENT REVIEW PRIOR TO MAKING CHANGE TO THE SYSTEM.

PROJECT DATA

ADDRESS: 3650-3662 OCEAN BLVD.
ZONING: PC-1
OCCUPANCY: E, B
CONSTRUCTION TYPE: V-B
SPRINKLERED: YES
NO. OF STORES: TWO
BUILDING HEIGHT: 25'-0"
EXISTING USE: B, S-1
PROPOSED USE: NO CHANGE
PARCEL/LEGAL INFO: PARCEL: 1, UNIT 606; LABEL:
P/N:19985
APR: 3676; 160-572-04-39
3662; 160-572-04-41

PROJECT DIRECTORY

OWNER:
PACIFIC VIEW CHARTER SCHOOL
3670 OCEAN RANCH BLVD
OCEANSIDE, CA 92056

ARCHITECT:
KEN BRIDGEMAN ARCHITECTURE
1221 1/2 KALAMA STREET
ESCONDIDO, CA 92025

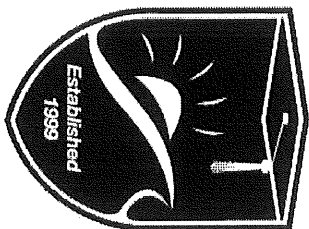
MECHANICAL:

ELECTRICAL:

PLUMBING:

SHEET INDEX

TS TIESHEET	ON GENERAL NOTES	A10 SITE PLAN	A10 BLOBS & FLOOR PLANS	D1 ARCHITECTURAL DETAILS
			A11 BLOBS & FLOOR PLANS	D2 ARCHITECTURAL DETAILS
				MATERIALS
				ELECTRICAL
				PLUMBING
SCOPE OF WORK				
<p>CLASSROOM TRAIL, IMPROVEMENT FOR CLASSROOM AND OFFICE SPACE IN EXISTING WALKING TRAIL, AND PARTITION WALLS AND GLASS CURTAIN WALLS EXISTING ROLL UP DOORS WITH STOREFRONT GLAZING</p>				
<p>NO STRUCTURAL OR EXTENSION SCOPE UNDER THIS PERMIT</p>				
<p>AREA OF WORK SQUARE FOOTAGE:</p> <p>BUILDING 6: 4,124 SF</p> <p>BUILDING 7: 4,522 SF</p>				



PACIFIC VIEW CHARTER SCHOOL

3676 & 3680 Ocean Ranch Boulevard
Oceanside, California 92056



N ERICKSON | ARCHITECT
122 1/2 S. KALAMIA STREET
ESCONDIDO, CA 92025
760.518.8403
kate@nickersonarchitects.com

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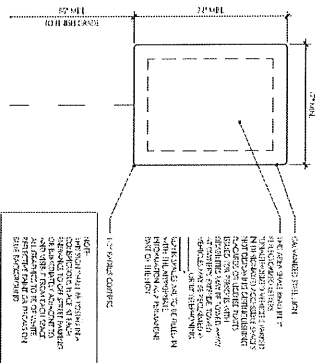


**PACIFIC VIEW
CHARTER SCHOOL**
3676 & 3680 Ocean Ranch Boulevard
Oceanside, California 92056

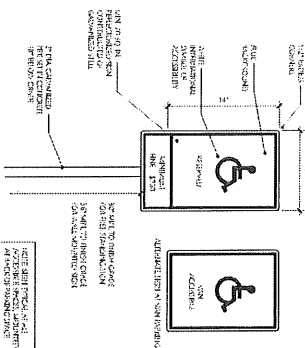
3676 & 3680 Ocean Ranch Boulevard
Oceanside, California 92056

Date	Description
01-01-2018	Initial assessment
02-01-2018	First visit
03-01-2018	Second visit
04-01-2018	Third visit
05-01-2018	Fourth visit
06-01-2018	Fifth visit
07-01-2018	Sixth visit
08-01-2018	Seventh visit
09-01-2018	Eighth visit
10-01-2018	Ninth visit
11-01-2018	Tenth visit
12-01-2018	Eleventh visit
13-01-2018	Twelfth visit
14-01-2018	Thirteenth visit
15-01-2018	Fourteenth visit
16-01-2018	Fifteenth visit
17-01-2018	Sixteenth visit
18-01-2018	Seventeenth visit
19-01-2018	Eighteenth visit
20-01-2018	Nineteenth visit
21-01-2018	Twentieth visit
22-01-2018	Twenty-first visit
23-01-2018	Twenty-second visit
24-01-2018	Twenty-third visit
25-01-2018	Twenty-fourth visit
26-01-2018	Twenty-fifth visit
27-01-2018	Twenty-sixth visit
28-01-2018	Twenty-seventh visit
29-01-2018	Twenty-eighth visit
30-01-2018	Twenty-ninth visit
31-01-2018	Thirtieth visit

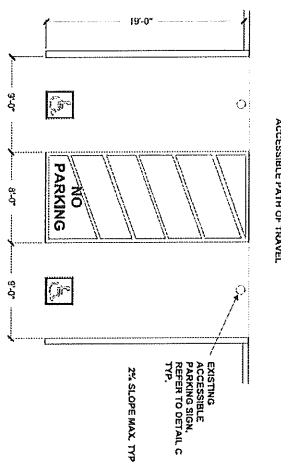
TITLE
SHEET



C EXISTING ACCESSIBLE TOW SIGNAGE

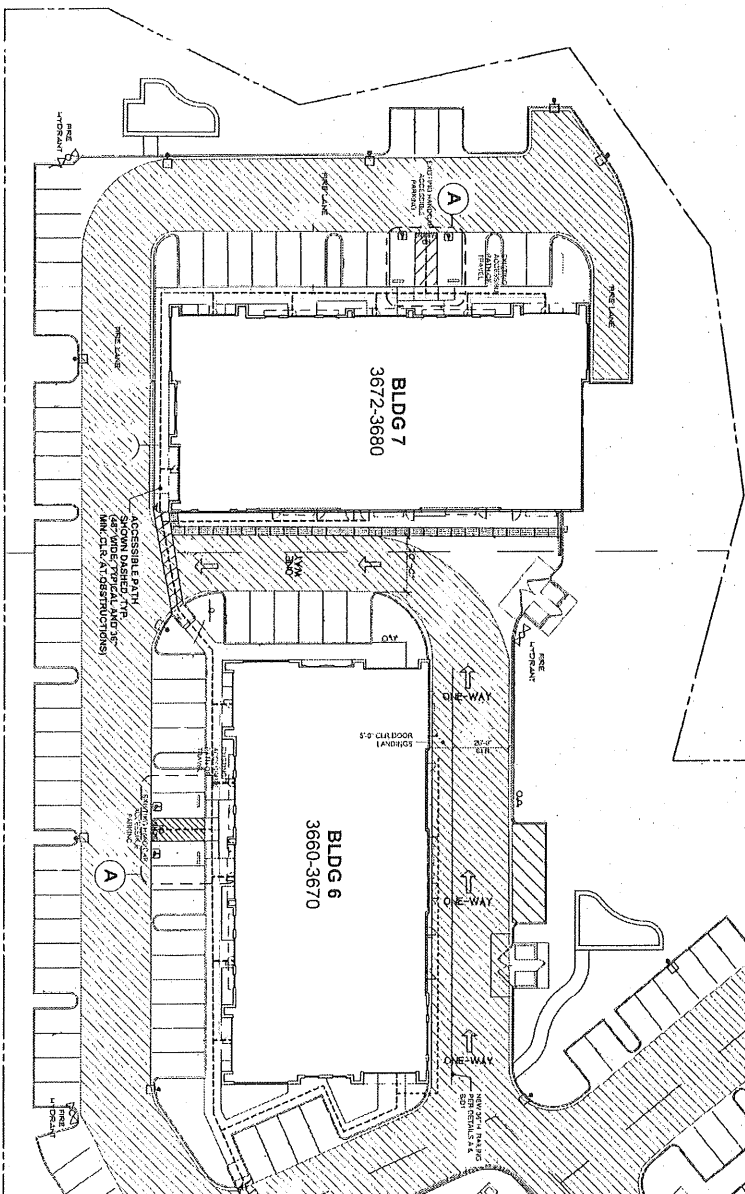


B EXISTING ACCESSIBLE PARKING SIGNAGE



A EXISTING ACCESSIBLE PARKING REQUIREMENTS

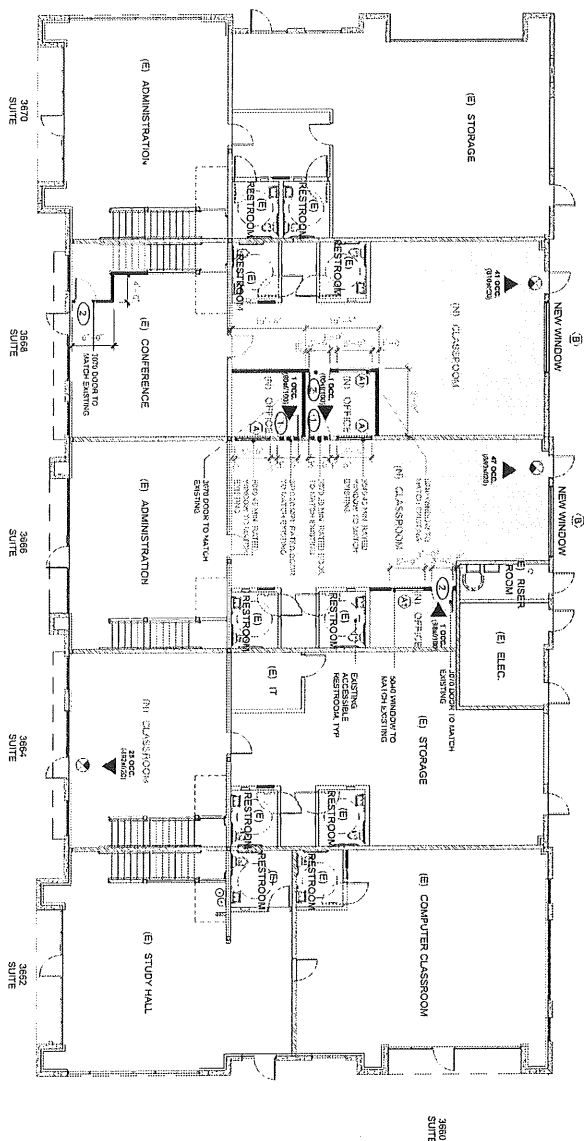
- DISABLED ACCESS PARKING NOTES:
- 1) THE EXISTING ACCESSIBLE ROUTE FROM THE PUBLIC STREET TO THE BUILDING ENTRANCE SHALL BE THE LATEST REQUIREMENTS, PER THE 2013 CALIFORNIA BUILDING CODE (CBC), CROSS-SLOPES FOR THE PATH OF TRAVEL BETWEEN THE ACCESSIBLE SPACES % MAIN ENTRANCE DO NOT EXCEED 1/4" PER FOOT.
 - 2) AN ADDITIONAL SIGN SHALL BE POSTED IN A CONSPICUOUS PLACE AT EACH ENTRANCE TO OFF STREET PARKING FACILITIES OR IMMEDIATELY OFF STREET PARKING FACILITIES OR IMMEDIATELY OFF SPACE. THE SIGN SHALL BE ACCORDING TO MDOB (CA), DETAILED ON THIS SHEET.
 - 3) THE DESIGN DETAILS FOR THE INTERNATIONAL SYMBOL OF ACCESS (ISA) LEGENDS AND RELATED MARKINGS ARE SHOWN IN THE DEPT. OF TRANSPORTATION'S STANDARD PLANS - SEE STANDARD PLAN A2E FOR SQUARE UNIT AREA FOR PAINTING THE ISA PARKING SPACE MARKING.
 - 4) THE WORDS "NO PARKING" SHALL BE PAINTED IN THE CENTER AND UNLOADING ACCESSIBLE AREA IN WHITE LETTERS AND "NO PARKING" SHALL BE PAINTED ON A STANDARD PLAN A2E FOR SQUARE UNIT AREA FOR PAINTING THE STANDARD PLAN A2E FOR SQUARE UNIT AREA FOR PAINTING THE LEGEND "NO PARKING".
 - 5) LOADING AND UNLOADING ACCESSIBLE AREA BORDER LINES SHALL BE PAINTED IN BLUE PAINT AND THE MATCHED COLOR TO THE PARKING SPACE - BLUE OR WHITE PAINT PREFERRED.



EXISTING SITE PLAN

NOTE: NO DISCHARGE OF POLLUTANTS TO ANY STORM DRAINAGE SYSTEM IS PERMITTED. NO SOLID WASTE, HAZARDOUS WASTE, OR OTHER POLLUTANTS SHALL BE PLACED, CONVEYED, OR DISCHARGED INTO THE STREET, GUTTER, OR STORM DRAIN SYSTEM.

SCALE: 1/8"=1'-0"



SCALE: 1/8"=1'-0"

designed for the proposed use and to

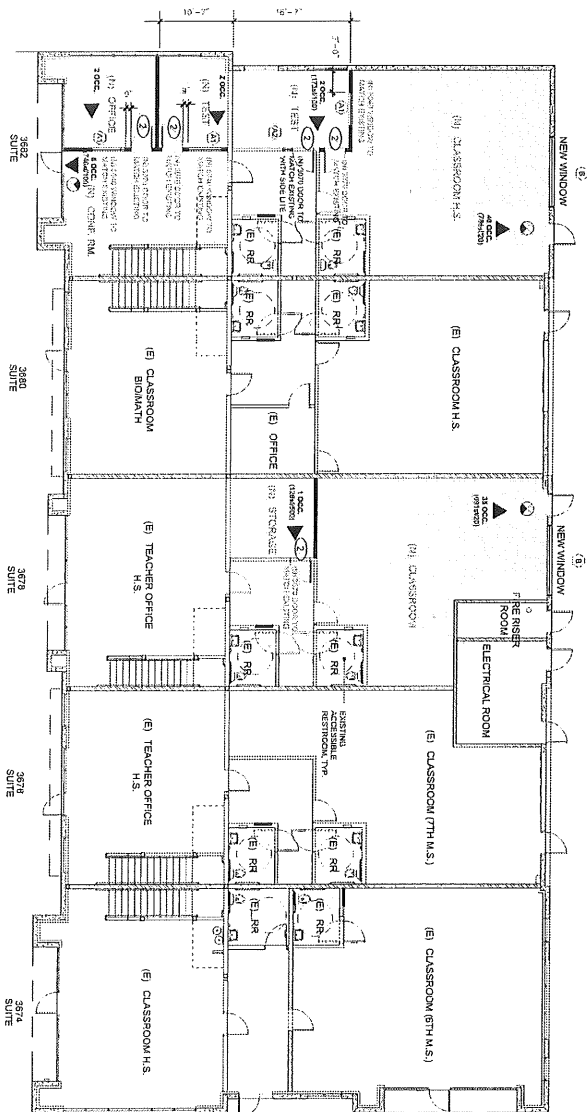
developed, HVAC and lighting shall be

developed, HVAC and lighting shall be

1



SCALE: 1/8"=1'-0"



SCALE: 1/8"=1'-0"

SIZE - 10'-0" X 10'-0" (VERIFY EXISTING OPENING IN WALL PANEL)
FRAME - ALUMINUM, STORMDOOR TO MATCH EXISTING
RATING - NON-RATED
GLAZING - DUAL-GLAZED TO MATCH EXISTING WITH 3M
BALLISTIC 7 MIL FILM

FIXTURES PROVIDED
MALE WC - 5
FEMALE WC - 5
MALE LAV - 5
FEMALE LAV - 5
DRINKING FOUNTAIN -

PROPOSED WALLS AND DOORS

EXISTING WALLS AND DOORS


EXISTING WALLS AND DOORS

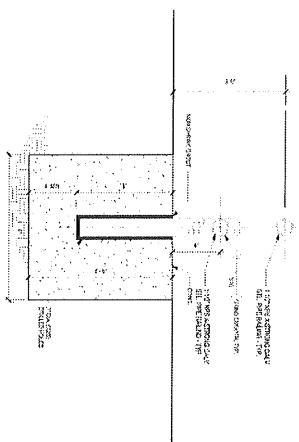
PROPOSED WINDOW

AREA OF MODIFICATION

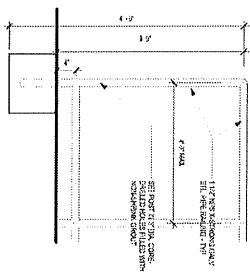
EXIT SIGN WITH PROVIDE TACTILE EXIT
SIGN ADJACENT TO DOOR

1. New interior and exterior doors are 3070 to match existing
2. Hardware to match existing
3. New exterior glazing to be silver/iron to match existing (refer to details A and E)
4. New classroom flooring to be carpet to match existing
5. New classroom ceilings are to be suspended ceiling to match existing. 10 minimum refer to sheet D2 for details.
6. New partitions are 5' x 5' steel stud with @ 16" o.c. with 3/4" dry board ceiling @ refer to sheet D1 for details
7. New partitions are to have full height partitions
8. Existing ventilation system shall be upgraded as needed and meet current codes
9. Existing spaces where a change in use is proposed, where a change in lighting shall be assessed and upgraded as needed for compliance with current code
10. Where new spaces are being developed, HVAC and lighting shall be designed for the proposed use and to meet current codes

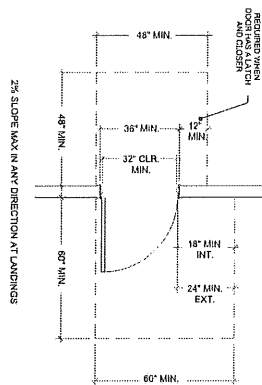
A ARCHITECT		KEN ERICSSON ARCHITECT 12712 S. KALIA STREET ESCONDIDO, CA 92025 TEL 818 4603 ken@ericssonarch.com
BUILDING FLOOR PLANS		 PACIFIC VIEW CHARTER SCHOOL 3676 & 3680 Ocean Ranch Boulevard Oceanside, California 92056
Date:	Description:	



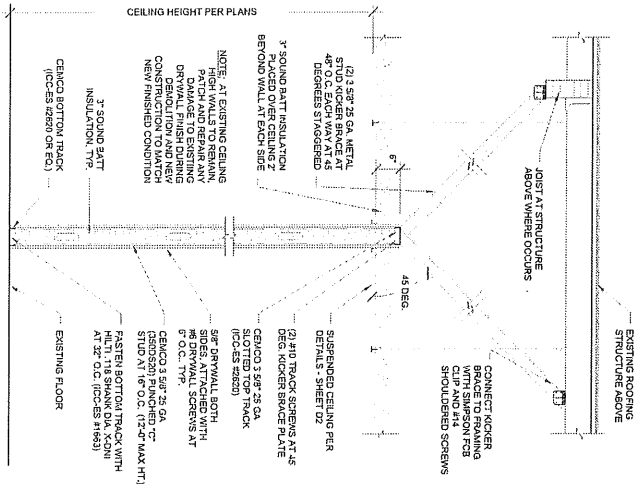
A RAIL SECTION



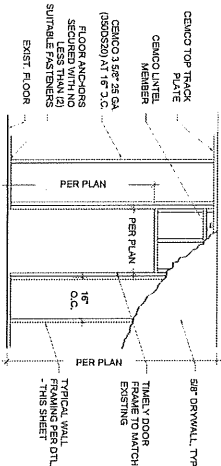
B RAIL ELEVATION



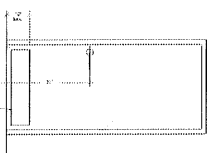
C ACCESSIBLE DOOR CLEARANCES
SCALE: 1/2" = 1'-0"



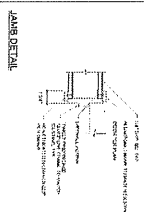
F TYPICAL WALL PARTITION



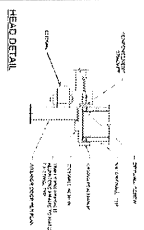
D WALL FRAMING AT DOOR



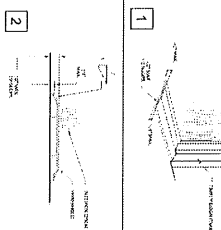
DOOR HARDWARE ELEVATION



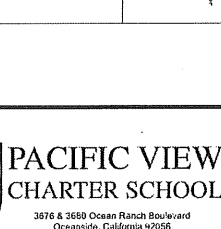
E
INTERIOR DOOR THRESHOLD
SCALE: N.T.S.

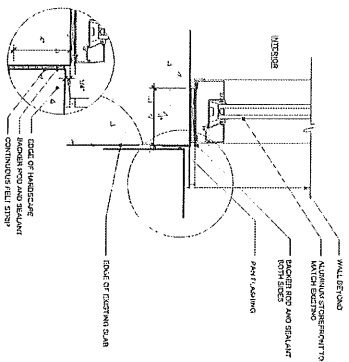


H INTERIOR DOOR HEAD AND JAMB

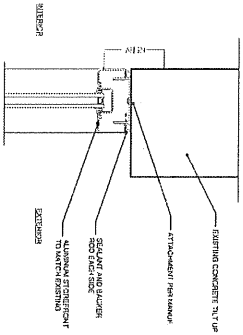


3





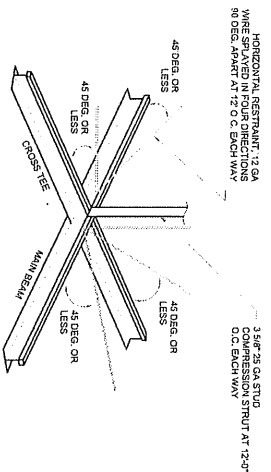
D STOREFRONT SILL



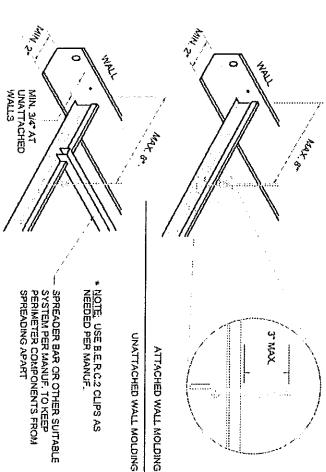
E STOREFRONT HEAD/JAMB

GENERAL SUSPENDED CEILING NOTES

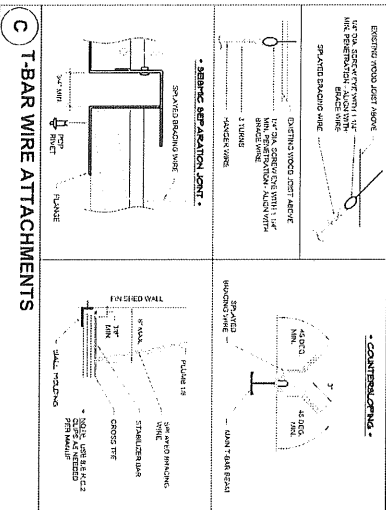
1. NEW SUSPENDED CEILINGS SHALL COMPLY WITH THE 2018 EDITION OF THE CALIFORNIA BUILDING CODE (CBC), AND ALL APPLICABLE LOCAL CODES AND ORDINANCES.
2. A MIN. OF 7/8" WALL MOLDING SHALL BE USED AT INSTALLATION.
3. CEILING GRID MUST BE ATTACHED ON TWO WALLS. OPPOSITE WALLS REQUIRE BEAM END RETAINING CLIP.
4. BEAM END RETAINING CLIP: MAINTAINS MAIN BEAM AND CROSS TIE SPACING.
5. CEILING GRID SHALL UTILIZE PERIMETER SUPPORT WIRES, TYP.
6. CEILING AREAS OVER 1,000 SF MUST HAVE HORIZONTAL RESTRAINT WIRE OR RIGID BRACING PARTITIONS.
7. CEILING AREAS OVER 2,500 SF MUST HAVE SEISMIC SEPARATION JOINTS, OR FULL HEIGHT PARTITIONS.
8. ANY CHANGES IN CEILING PLANE MUST HAVE POSITIVE BRACING.
9. CABLE TRAYS AND ELECTRICAL CONDUITS MUST BE INDEPENDENTLY SUPPORTED AND BRACED.
10. ALL CEILING SYSTEMS SHALL BE HEAVY DUTY, PER ASCENSE 7-65.
11. EXCEPT WHERE RIGID BRACES ARE USED TO LIMIT LATERAL DEFLECTION, SPRINKLER HEADS AND OTHER PENETRATIONS THROUGH THE CEILING SHALL REQUIRE MINIMUM 2-INCH RINGS, 2-1/2" DIA. MIN. WALL MOLDING, AND 1/2" DIA. SEISMIC WIRE. SPRINKLER HEADS SHALL BE IN THE HORIZONTAL DIRECTION. ALTERNATIVELY, A SWING JOINT CAN BE PROVIDED AT THE TOP OF THE SPRINKLER HEAD EXTENSION TO ACCOMMODATE THE 1 INCH MOVEMENT.



A T-BAR LATERAL FORCE BRACING



B T-BAR WALL MOLDING



C T-BAR WIRE ATTACHMENTS

KE | A

KEN BRICKSON | ARCHITECT
12250 OCEANO, OCEANSIDE, CA 92056
760.518.8400
ken@kenbricksonarchitect.com



PACIFIC VIEW
CHARTER SCHOOL
3876 & 3660 Ocean Ranch Boulevard
Oceanside, California 92056

DETAILS

D2

8.2



Pacific View Charter School Change Order #3			
Customer:	Pacific View Charter School 3670 Ocean Ranch Blvd Oceanside, CA 92056 Attention: Lori Bentley		Proposal Date: 4/19/2019
Cost Summary By Division			Division Total

01000	Misc. Construction Items	\$ 4,725.00
02200	Demolition	\$ 305.98
03300	Concrete	\$ 4,050.00
07200	Insulation	\$ 72.00
08050	Door Assemblies	\$ (1,065.00)
08800	Glazing	\$ 2,962.00
09200	Framing and Drywall	\$ 624.00
09510	Suspended Ceilings	\$ 1,798.76
09600	Flooring	\$ 37.80
09900	Painting	\$ 269.40
15300	Fire Protection	\$ 750.00
16000	Electrical	\$ 1,340.00

Sub Total	\$ 15,869.94
-----------	--------------

General Conditions	\$ 793.50
Contractor's Fee	\$ 1,666.34

Total Tenant Improvement Cost	\$ 18,329.78
--------------------------------------	---------------------

Exclusions and Clarifications:

- 1.- All work to be performed during normal business hours.
- 2.- Excludes hidden conditions.
- 3.- Excludes Plans, Permit acquisition & Permit Fees.
- 4.- Excludes changes made by owner, tenant or governing agencies.
- 5.- Excludes any ADA improvement.
- 6.- Excludes any item not stated in this proposal.
- 7.- Excludes low voltage work.
- 8.- Excludes Fire Life Safety.
- 9.- Excludes landscaping.
- 10.- Pricing is strictly budgetary and subject to final design and engineering.

Thank you for the opportunity of working with you, don't hesitate to call me if you have any comments or questions.

If this proposal meets your approval, please sign, date and return.



LEGEND			
SF	Square Foot	PR	Pair
SY	Square Yard	BL	Bulk
LF	Lineal Foot	EA	Each
LY	Lineal Yard	NTE	Not to exceed
HRS	Hours	SQ	Square
PL	Plastic laminate	SS	Solid Surface

DESCRIPTION	QUANTITY	UNIT	TOTAL
01000 Misc. Construction Items:			
a) add for wall saw exterior wall and remove concrete below window for new office door	1	EA	
b) add to allow for structural engineering for new exterior office door opening	1	ALLOW	\$ 2,500.00
c) add to allow for structural framing for new exterior office door opening	1	ALLOW	\$ 1,500.00
Total Misc.			\$ 4,725.00
02200 Demolition:			
a) credit for demo of ceiling grid and tile at ste 3682 front offices from original proposal	<273>	SF	
b) add for demo of ceiling grid and tile at ste 3682 for new layout	659	SF	
c) add for additional cartage.	1	EA	
d) add for additional waste disposal.	1	EA	
Total Demolition			\$ 305.98
03300 Concrete:			
a) add to install 22 ft x 5'6" wide broom finish sidewalk over compacted native soil. Reinforcing with #3 rebar at 24" o.c. Excavation, removal of soil and vegetation and capping of irrigation included.	121	SF	
Total Concrete			\$ 4,050.00
07200 Insulation:			
a) add for additional insulation at walls for new layout	96	SF	
Total Insulation			\$ 72.00
08050 Door Assemblies:			
a) credit for 3'0" x 7' 0" stain grade clear maple door with integrated sidelite at testing room	<1>	EA	
Total Door Assemblies			\$ (1,065.00)



08800 Glazing	a) credit for interior glass infill per new layout at ste 3682 - 5'-0" x 4'-0" openings - 2'-0" x 7'-0" sidelite opening b) add for new interior glass for new layout at suite 3682 - 7'-0" x 5'-0" opening c) add for new exterior storefront door at office at suite 3682: - remove single panel, cut out and remove sill mullion and (1) wall jamb at existing fixed storefront window. - supply and install (1) 3'0"x7'0" single door with H-type framing and new door header in std clear anodized finish - door to be Arcadia Narrow Stile 2" HRSO single door w/ 10" ADA bottom rail w/ 2" x 4-1/2" non-thermal framing for front position 1/4" glazing. - hardware to include AdamsRite MS1850H hooklock w/ mortise cylinder exterior and thumb turn interior; AdamsRite cylinder guard and exit indicator; continuous gear hinge; 105HO over overhead conceal closer; std push bar w/ offset pull exterior. - glazing to be 1/4" solarGray tempered w/ seamed edges	<3> <1> 1 1	EA EA EA EA	
Total Glazing				\$ 2,962.00
09200 Framing and Drywall:	a) credit for framing walls to 10 ft in original proposal b) credit for framing walls to 12 ft in original proposal c) add frame new conference room walls to 12 ft at ste 3682 d) add to frame new office walls to 10 ft at ste 3682	<154> <156> 225 181	SF SF SF SF	
Total Framing and Drywall				\$ 624.00
09510 Suspended Ceilings:	a) credit for patch ceiling grid and tile back into existing grid at front offices grid with Cortega 2nd look tiles at new test and office from original proposal b) add for new ceiling grid and tile with Cortega 2nd look tiles at new front offices at ste 3682	<273> 659	SF SF	
Total Suspended Ceilings				\$ 1,798.76
09600 Flooring:	a) add to supply and install additional Burke 4" rubber cove base for new office layout	28	LF	
Total Flooring				\$ 37.80
09900 Painting:	a) credit for painting walls at affected areas of new work only for old layout b) add to paint walls at affected areas of new work only for new plan at ste 3682	<521> 970	SF SF	
Total Painting				\$ 269.40
15300 Fire protection:	<i>Building 7 - Suite 3678</i> a) add and/or relocate pendant sprinkler heads to accommodate the proposed new walls and ceilings creating conference rooms at suite 3682 Excludes: Fire protection engineer review, fees or stamp			
Total Fire Protection				\$ 750.00



16000 Electrical:

labor and material to:

- a) add additional duplex outlet at conference room at suite 3682
- b) add additional ring and string at conference room at suite 3682
- c) electrical design

4	EA
2	EA
1	EA

Total Electrical

\$ 1,340.00

Pacific View Charter School Change Order #3

Customer:	Pacific View Charter School	Proposal Date: 4/19/2019
	3670 Ocean Ranch Blvd	
	Oceanside, CA 92056 Attention: Lori Bentley	

Your signature below indicates acceptance of this proposal and its terms. Trivista, Inc. agrees to perform the work described in this proposal subject to the following provisions:

Expiration: This proposal is good for a period of up to 30 days from the date of the proposal.

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Right to Cure: In the event that Customer/Owner alleges that some of the work is not or has not been done correctly or timely, Customer/Owner shall give TriVista, Inc. notice and an opportunity to commence to cure the condition that Customer/Owner has alleged is insufficient.

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This proposal is accepted and forms a fully integrated agreement between Customer/Owner and Trivista, Inc.

Dated: _____

Customer/Owner Signature

Print Name/Title

8.3

COMMERCIAL CONTRACTORS
TriVista Inc.

3664-3682 Ocean Ranch Boulevard
Change Order #4 Add Window Film at All Exterior Storefront Windows

Customer:	Pacific View Charter School 3670 Ocean Ranch Boulevard Oceanside, CA 92056 Attention: Lori Bentley		Proposal Date: 5/1/2019
Cost Summary By Division			Division Total

08872	Window Films	\$ 13,792.00
--------------	--------------	--------------

Sub Total		\$ 13,792.00
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General Conditions	\$ 689.60
Contractor's Fee	\$ 1,448.16

Total Tenant Improvement Cost	\$ 15,929.76
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Exclusions and Clarifications:

- 1.- All work to be performed during normal business hours.
- 2.- Excludes hidden conditions.
- 3.- Excludes changes made by owner, tenant or governing agencies.
- 4.- Excludes any item not stated in this proposal.

Thank you for the opportunity of working with you, don't hesitate to call me if you have any comments or questions.

If this proposal meets your approval, please sign, date and return

Date

Approved by

COMMERCIAL CONTRACTORS

TriVista Inc.

LEGEND			
SF	Square Foot	PR	Pair
SY	Square Yard	BL	Bulk
LF	Lineal Foot	EA	Each
LY	Lineal Yard	NTE	Not to exceed
HRS	Hours	SQ	Square
PL	Plastic laminate	SS	Solid Surface

DESCRIPTION	QUANTITY	UNIT	TOTAL
08872 Window Films: a) Provide and install 8 Mil Ultra Safety/Security Film at all exterior storefront windows large enough to provide access (less upper spandrel lites). <p style="text-align: center;">*** Includes the following Windows & Doors...</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <p>Rooms # 3670 16 @ 36" x 68" 10 @ 36" x 32" 4 @ 26" x 68" 1 @ 36" x 48" 1 @ 31" x 69"</p> <p>Rooms # 3668 2 @ 54" x 68" 2 @ 36" x 48" 2 @ 36" x 32" 1 @ 31" x 69"</p> <p>Rooms # 3666 4 @ 36" x 68" 1 @ 36" x 48" 5 @ 36" x 32" 1 @ 31" x 69"</p> <p>Rooms # 3664 2 @ 36" x 48" 2 @ 36" x 32" 1 @ 31" x 68"</p> </div> <div style="width: 30%;"> <p>Rooms # 3676 2 @ 54" x 68" 2 @ 36" x 48" 2 @ 36" x 32" 1 @ 31" x 69"</p> <p>Rooms # 3674 4 @ 36" x 68" 1 @ 36" x 48" 4 @ 36" x 32" 1 @ 31" x 69" 6 @ 36" x 68"</p> <p>Rooms # 3672 4 @ 26" x 68" 6 @ 36" x 68" 1 @ 36" x 48" 7 @ 36" x 32" 1 @ 31" x 69" 3 @ 43" x 68" 3 @ 43" x 42"</p> </div> <div style="width: 30%;"> <p>Rooms # 3682 4 @ 35" x 68" 1 @ 35" x 48" 5 @ 35" x 31" 1 @ 31" x 69"</p> <p>Rooms # 3680 2 @ 54" x 68" 2 @ 36" x 48" 2 @ 36" x 32" 1 @ 31" x 69"</p> <p>Rooms # 3678 4 @ 35" x 78" 1 @ 35" x 48" 5 @ 35" x 32" 1 @ 31" x 69"</p> </div> </div>	132	EA	
Total Window Films			\$ 13,792.00

Add:

a) Additional Optional Windows to receive 8 Mil Ultra Safety/Security Film.	33	EA	\$ 3,779.16
Rooms # 3662 10 @ 36" x 68" 2 @ 36" x 48" 5 @ 36" x 42" 4 @ 26" x 68" 2 @ 31" x 68" 5 @ 36" x 32" Rooms # 3660 4 @ 36" x 68" 1 @ 36" x 48"			

8.4

CHARTER SCHOOL DOCUMENT RETENTION POLICY

This policy specifies how important documents (hardcopy, online or other media) should be retained, protected, or if and when these records are eligible for destruction. The policy also ensures that documents are promptly provided to authorities in the course of legal investigations or lawsuits.

Specifically, this policy addresses retention for the following types of documents:

- Corporate Records
- Contracts
- Donations/Funder Records
- Financial Records
- Insurance Records
- Management Plans and Procedures
- Personnel Records
- Student Records
- Tax Records

Document Protection

Documents (hardcopy, online or other media) directly tied to a student record will be securely stored at individual school campuses during the duration of the student's attendance at the school and can be transferred to off-site storage upon the student's graduation or disenrollment.

Document Destruction

Hardcopy of documents will be destroyed by shredding after they have been retained until the end of the Document Retention Schedule as noted herein. Electronic copies will be destroyed by proven means to destroy such media after they have been retained at least until the end of the Document Retention Schedule as noted herein, unless the corporation elects to maintain them or causes them to be maintained for a longer time period.

Provision of Documentation for Investigations or Litigation

Documents requested and subpoenaed by legally authorized personnel will be provided in the timeframes outlined in law. The Board Chair and Executive Director will authorize provision of records in consultation with legal counsel. No documents will be concealed, altered or destroyed with the intent to obstruct the investigation or litigation.

Document Retention Schedule

The following types of documents will be retained for the following periods of time. At least one copy of each document will be retained according to the following schedule:

CORPORATE RECORDS

Document	Time Period
Articles of Incorporation	Permanent
Corporate Bylaws	Permanent
IRS Form 1023 to file for tax-exempt and/or charitable status	Permanent
IRS Letter of Determination granting tax exempt status	Permanent
State Application for Tax Exempt Status (Form 3500)	Permanent
State Determination Letter granting tax exempt status	Permanent
Board Policies/Resolutions	Permanent
Board and Committee Meeting agendas and minutes	Permanent
Sales Tax Exemption Documents	Permanent
Tax ID Number Designations	Permanent
Annual Corporate Filings	Permanent

FINANCIAL RECORDS

Document	Time Period
Chart of Accounts	Permanent
Fiscal Policies and Procedures	Permanent
Audits	Permanent
Financial Statements	Permanent
General Ledger	Permanent
Check Registers/Books	7 years
Business Expenses Documents	7 years
Bank Deposit Slips	7 years
Cancelled Checks	7 years
Invoices	7 years
Investment Records (deposit, earning, withdrawals)	7 years
Property and Asset inventories	7 years
Petty cash receipts /documents	7 years
Credit card receipts	7 years

TAX RECORDS

Document	Time Period
IRS Annual Tax Filing Form 990	Permanent
FTB Annual Form 199	Permanent
Payroll Registers	Permanent
IRS Form 1099 Filings	7 years
Payroll tax returns and withholding returns	7 years

Earnings records	7 years
W-2 statements	7 years

PERSONNEL RECORDS

Document	Time Period
Recruitment, Hiring and Job Placement Records <ul style="list-style-type: none"> • Job applications • Resumes • Letters of recommendation • Other job inquiries sent to the Charter School • Job advertisements/postings • Results of non-medical pre-employment tests • Offers of employment • Employment agreements • Signed pre-employment disclosures (employee handbook acknowledgment, complaint procedures, etc.) • Employee training (harassment prevention, mandated reporting, etc.) • Employee certificates, credentials, licenses, and other evidence of qualifications • Certificate of criminal background check clearance (or failure) 	3 years after separation, or for the duration of any claim or litigation regarding hiring practices
Employee Performance and Other Personnel Records <ul style="list-style-type: none"> • Job descriptions • Training and testing • Performance goals • Performance evaluations • Written feedback and commendations • Promotions and demotions • Letters of reprimand and discipline • Performance Improvement Plans • Termination, resignation, lay-offs, etc. • Notices and letters 	3 years after separation

<p>Employee Medical Leave Records (PDL, FMLA, CFRA, etc.) *</p> <ul style="list-style-type: none"> • Requests for leave • Health care provider notes • Leave calculations • Records of disputes regarding leave • Employee benefits related to leave • Leave policies 	<p>3 years after separation</p> <p>* Records that contain employee confidential medical information should be retained in a separate, secure file.</p>
<p>Employee Wage Records</p> <ul style="list-style-type: none"> • Employment agreements • Wage rates and calculations • Shift schedules (hours and days) • Time cards • Individual calculations for absences, sick days, vacation days, etc. • Itemized wage statements/pay stubs 	<p>3 years after separation</p> <p>Note: If a record is both a <i>wage record</i> and a <i>payroll record</i>, follow the longer retention period.</p>
<p>Employee Payroll Records</p> <ul style="list-style-type: none"> • Employee name, address, age, and occupation • Individual wage records • Regularly hourly rate • Hours worked (daily/weekly) • Weekly overtime earnings • Daily and weekly straight time earnings • Deductions from or additions to wages • Wages paid each pay period • Pay dates and pay periods • Unemployment Insurance Records 	<p>4 years, generally</p>
<p>Employment Eligibility (I-9 Forms)</p>	<p>The later of (a) 1 year after separation, or (b) 3 years from date of hire.</p>
<p>Employee Health Records*</p> <ul style="list-style-type: none"> • First-aid records • Job injuries (causing loss of work time) • Drug and alcohol test records 	<p>5 years after separation</p> <p>* Records that contain employee confidential medical information should be retained in a separate, secure file.</p>

<p>Employee Workers' Compensation Records</p> <ul style="list-style-type: none"> • Copies of claim forms • Reports of occupational injury or illness • Letters of denial of benefits • Reports to the Division of Workers' Compensation • Benefits paid • Estimates of future benefits • Applications to the Workers' Compensation Appeals Board • Orders and Awards of the Workers' Compensation Appeals Board 	<p>5 years after date of injury and 2 years after claim has been closed.</p> <p>* Records that contain employee confidential medical information should be retained in a separate, secure file.</p>
<p>Employee Benefit Records</p> <ul style="list-style-type: none"> • Benefits elections • Beneficiary designations • Eligibility determinations • COBRA notices • Summary plan descriptions • Other welfare benefit plan information (life, health, disability, long-term care, post-retirement medical) 	<p>6 years after separation, but not less than 1 year following a plan termination.</p> <p>* Records required to determine retirement benefits, including 401(k) and similar plans, must be kept indefinitely.</p>
<p>Chemical Safety and Toxic Exposure Records</p>	<p>30 years after separation (medical records of employees who have worked for less than (1) year for the employer need not be retained beyond the term of employment if they are provided to the employee upon the termination of employment)</p>
<p>Note: For simplicity, the Charter School may choose to keep the majority of an employee's personnel file and other records <i>for the duration of employment plus four (4) years</i>. This time period covers nearly every law, with the exception of three (3) types of records, as outlined above, that must be removed from a file before it is disposed of and retained for a longer duration:</p> <ul style="list-style-type: none"> • Pension and welfare plan information (6 years) • First aid records of job injuries causing loss of work time (5 years) • Safety and toxic or chemical exposure records, including safety data sheets (30 years) 	

INSURANCE RECORDS

Document	Time Period
Property Insurance Policy	Permanent
Directors and Officers Insurance Policy	Permanent
Workers' Compensation Insurance Policy	Permanent
General Liability Insurance Policy	Permanent
Insurance Claims Applications	Permanent
Insurance Disbursements/Denials	Permanent

CONTRACTS

Document	Time Period
All insurance Contracts	Permanent
Employment Contracts	7 years after termination
Construction Contracts	Permanent
Legal Correspondence	Permanent
Loan/Mortgage and Real Estate Documents	Permanent
Leases/Deeds	Permanent
Vendor Contracts	7 years
General and all other Contracts	7 years

DONATIONS/FUNDRAISING RECORDS

Document	Time Period
Grant Dispersal Contract	Permanent
Donor Lists	7 years
Grant Applications	7 years
Donor Acknowledgments	7 years

MANAGEMENT PLANS AND PROCEDURES

Document	Time Period
Strategic Plan	7 years
Staffing, programs, marketing, finance, fundraising and evaluation plans	7 years
Vendor Contracts	7 years
Disaster Recovery Plan	7 years

STUDENT RECORDS

Document	Time Period
Mandatory Permanent (Original or copy)	

- | | |
|--|---|
| (A) Legal name of student | Permanent
(even after
student
leaves the
charter
school) |
| (B) Date of Birth | |
| (C) Method of verification of birth | |
| (D) Sex of student | |
| (E) Place of birth | |
| (F) Name and address of parent of minor student | |
| - Address of minor student if different than above. | |
| - An annual verification of the name and address of the parent and the residence of the student. | |
| (G) Entering and leaving date of each school year and for any summer session or other extra session | |
| (H) Subjects taken during each year, half-year, summer session or quarter | |
| (I) If marks or credit are given, the mark or number of credits toward graduation allows for work taken. | |
| (J) Verification of or exemption from required immunizations | |
| (K) Related Master Plan student documents | |

Mandatory Interim (Original or copy)

- | | |
|--|---|
| (A) A log or record identifying those persons (except authorized school personnel) or organizations requesting or receiving information from the record. The log or record shall be accessible only to the legal parent or guardian or the eligible pupil, or a dependent adult pupil, or an adult pupil, or the custodian of records. | At least 3
school years
after the
student
leaves the
charter
school or
usefulness
ceases. |
| (B) Health information, including Child Health Developmental Disabilities Prevention Program verification or waiver. | |
| (C) Participation in special education programs including required tests, case studies, authorizations, and actions necessary to establish eligibility for admission or discharge. | |
| (D) Language training records. | |
| (E) Progress slips and/or notices as required by Education Code Sections 49066 and 49067. | |
| (F) Parental restrictions regarding access to directory information or related stipulations. | |
| (G) Parent or adult pupil rejoinders to challenged records and to disciplinary action. | |
| (H) Parental authorizations or prohibitions of pupil participation in specific programs. | |
| (I) Results of standardized tests administered within the preceding three years. | |

Permitted Records (Original or copy)

- | | |
|---|----------------------------|
| (A) Objective counselor and/or teacher ratings. | At least 6
months after |
|---|----------------------------|

- (B) Standardized test results older than three years.
- (C) Routine discipline data.
- (D) Verified reports of relevant behavioral patterns.
- (E) All disciplinary notices.
- (F) Attendance records not used for apportionment or compulsory education.

the student's completion of or withdrawal from the charter school.

Miscellaneous

Individual student injury record for which a claim was filed

1 year after the claim has been settled or after the statute of limitations has run out.

Emails

If an email falls into one of the above categories for permanent, interim, or permitted records, it shall be printed, placed in the student's file, and maintained consistent with the time periods above.

Board Approved:

Amended:

8.5

Nonpublic, Nonsectarian School/Agency Services

Master Contract

2019-2020

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA Pacific View Charter School

Contract Year 2019-2020

 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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CONTRACT NUMBER:

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

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

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

This Master Contract is entered into on July 1, 2019, between Pacific View Charter School, hereinafter referred to as the local educational agency ("LEA"), a member of the El Dorado SELPA and

(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.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit 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 Services Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (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 ISA developing including invoicing.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed 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 nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the student’s parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider’s license, certification and/or credential. A current copy of CONTRACTOR’s nonpublic school/agency 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 contract 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 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 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 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 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, 2019 to June 30, 2020 (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. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2019. In the event the contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (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 Individual Services Agreement 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 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 SERVICES AGREEMENT

This contract 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. 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 nonpublic school or agency.

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 nonpublic school/agencies. 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 the contract, unless otherwise specified in the 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 designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she 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 nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

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

ADMINISTRATION OF CONTRACT

8. NOTICES

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

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of the 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; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs,

and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; 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; 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, and date/time of access for each individual requesting or receiving information from the student's record. 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 parents access to student records, 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, and 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 Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the 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 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 his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement 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 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 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**, the CONTRACTOR's insurance coverage shall be primary insurance as respects 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** may 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 a nonpublic school 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, to the extent that such loss, expense, damage or liability was proximately caused by the negligent 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 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 Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is held to be a partner, joint venturer, co-principle, 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 holding, 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 may 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 45 Clearance Requirements and Section 46 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 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is

employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, 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, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a Nonpublic Agency, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who was an employee of LEA within the three hundred and sixty five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

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)

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 to each student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency 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 for students, 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 nonpublic school. 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 nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*, and shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR’s general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA’s standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, 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 a local education agency (LEA), that contracts with the nonpublic school: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades nine through twelve 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 nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. Licensed Children's Institution (LCI) CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to 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 nonpublic agency, 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 nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to 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 pass 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 nonpublic agency 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 nonpublic school, 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 nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

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

25. CALENDARS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA/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 students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school

year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

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

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

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide all data related to any and all sections of this contract and requested by and in the format required by the LEA. It is understood that all nonpublic school and agencies shall utilize the LEA approved electronic IEP system for all IEP development 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.

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 nonpublic school, 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"), 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, 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 Individualized Education Program (“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 annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Training includes certification with an approved SELPA crisis intervention program. Evidence of such training to applicable or relevant staff shall be submitted to the LEA at the beginning of the school year and within six (6) days of any new hire as referenced above.

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 Behavior Intervention Plan ("BIP") or Positive Behavior Intervention Plan ("PBIP"), 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. (b) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program 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 a District 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.

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 and a manifestation IEP team meeting shall be scheduled. 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. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school; and (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, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each 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 SELPA shall provide training for any NPS and NPA to assure access to the approved system. The NPS and/or NPA 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, the NPS/NPA 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 comply with LEA surrogate parent assignments. 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 nonpublic school 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. 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.

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).

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 Nonpublic Agency 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. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, 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 after CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA of the student's change of residence as specified in LEA Procedures. 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 after 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 student's discharge against professional advice from a Nonpublic Schools/Residential Treatment Center ("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. 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. 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.

CONTRACTOR providing services in the student's home as specified in the IEP shall assure that at least one parent of the child, or an adult caregiver with written and signed authorization to make

decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situation. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to the LEA.

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

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "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(b), AB 1858 (2004), AB490 (Chapter 862, Statutes of 2003), AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and the procedures set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., Title 5, section 3001 et seq., Cal. Code Regs., Title 2, section 60100 et seq. regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs.

If CONTRACTOR is a nonpublic, nonsectarian school 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 special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the 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 Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

42. STATE MEAL MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

43. MONITORING

CONTRACTOR shall allow LEA representatives access to its facilities for periodic monitoring of each student's instructional program and shall be invited to participate in the formal review of each student's progress. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, 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.

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

CONTRACTOR shall participate in any LEA and 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 nonpublic school, 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.

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 nonpublic school, 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 and 35021.2 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 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). Clearance certification shall be submitted to the LEA.

The passage of AB 389 amends Education Code sections 44237 and 56366.1 as to the verification that the CONTRACTOR has received a successful criminal background check clearance and has enrolled in subsequent arrest notification service, as specified, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. Further this bill deletes the exemption for applicants possessing a valid California state teaching credential or who are currently licensed by another state agency that requires a criminal record summary, from submitting two (2) sets of fingerprints for the purpose of obtaining a criminal record summary from the Department of Justice and the Federal Bureau of Investigation. 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 nonpublic, nonsectarian school or agency. 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(y), 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)).

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

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. CALSTRS RETIREMENT REPORTING

CONTRACTOR shall identify to the LEA any employee (or the CONTRACTOR, if the CONTRACTOR is an individual) expected to perform services under this Agreement who is then-receiving CalSTRS benefits, and who may perform creditable service for the LEA as defined in Education Code 22119.5. Identification to the LEA shall include the individual's full legal name and STRS and social security identification numbers. Before any services by the individual are provided, the CONTRACTOR shall provide to the LEA a signed written confirmation from the individual that he/she is aware of the separation-from-service requirement and earnings limitations imposed by Education Code Sections 22714, 24114, 24116, 24214, 24214.5, and 24215. CONTRACTOR shall thereafter

provide on a monthly basis to the LEA the actual amounts paid to the individual for services rendered under this Agreement, with the LEA responsible for reporting the individual's earnings to CalSTRS as required by law or regulation.

47. 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.

48. STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 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.

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

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

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic school or agency 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

50. 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.*, 49406, and Health and Safety Code Section 3454(a) 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.

51. 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 nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities 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.

52. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 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) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the 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 assuring 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.

53. 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.

54. 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.

55. 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.

56. 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

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

CONTRACTOR shall assure that the school or 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. 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 in the LEA Procedures. 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.

58. 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 entire amount 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. 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: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

59. 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.

60. 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 as specified in the LEA Procedures.

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, as specified in the LEA Procedures. LEA shall not be responsible for the payment of services when a student is absent.

61. 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 under Education Code Section 41422:

- a. If CONTRACTOR remains open 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- 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 school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the signed ISA, as though the student were continuing in their regular attendance, until alternative placement can be found.
- c. LEA and NPS School Closure- On days the LEA is funded, CONTRACTOR shall receive payment consistent with the signed ISA, until alternative placement can be found. 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 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.

62. 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 nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by 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.

63. 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 noted 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.

64. 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, 2019 and terminates at 5:00 P.M. on June 30, 2020, unless sooner terminated as provided herein.

CONTRACTOR

LEA

Nonpublic School/Agency

Pacific View Charter School
LEA Name

By: _____
Signature Date

By: _____
Signature Date

Name and Title of Authorized Representative

Gina Campbell, Founding Executive Director
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Name and Title	Pacific View Charter School		
Nonpublic School/Agency/Related Service Provider	Name and Title Gina Campbell, Founding Executive Director		
Address	LEA Pacific View Charter School		
City State Zip	Address 3670 Ocean Ranch Boulevard		
Phone Fax	City State Zip	Oceanside CA 92056-2669	
Email	Phone Fax	760-757-0161 760-435-2666	
	Email	Gcampbell1@pacificview.org	

Additional LEA Notification
(Required if completed)

Name and Title

Address

City State Zip

Phone

Fax

Email

EXHIBIT A: 2019-2020 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: _____

The CONTRACTOR CDS NUMBER: _____

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: _____

Maximum Contract Amount: _____

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

1) Daily Basic Education Rate: _____

2) Inclusive Education Program

(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.)

DAILY RATE: _____

3) Related Services

Service	Rate	Period
Intensive Individual Services (340)	_____	_____
Language and Speech (415)	_____	_____
Adapted Physical Education (425)	_____	_____
Health and Nursing: Specialized Physical Health Care (435)	_____	_____
Health and Nursing: Other Services (436)	_____	_____
Assistive Technology Services (445)	_____	_____
Occupational Therapy (450)	_____	_____

Physical Therapy (460)	_____	_____
Individual Counseling (510)	_____	_____
Counseling and Guidance (515)	_____	_____
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 (710)	_____	_____
Interpreter Services (715)	_____	_____
Audiological Services (720)	_____	_____
Specialized Vision Services (725)	_____	_____
Orientation and Mobility (730)	_____	_____
Specialized Orthopedic Services (740)	_____	_____
Reader Services (745)	_____	_____
Transcription Services (755)	_____	_____
Recreation Services, Including Therapeutic (760)	_____	_____
College Awareness (820)	_____	_____
Work Experience Education (850)	_____	_____
Job Coaching (855)	_____	_____
Mentoring (860)	_____	_____
Travel Training (870)	_____	_____
Other Transition Services (890)	_____	_____
Other (900)	_____	_____
Other (900)	_____	_____

EXHIBIT B: 2019-2020 ISA

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

This agreement is effective on _____ 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, 201____, 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 mins in the instructional day will be: _____ during regular school year
_____ during extended school year
2. *Nonpublic School*: The number of school days in the calendar of the school year are: _____ during regular school
year
_____ during 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).							
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)							

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				
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 Requirements: _____ Quarterly _____ Monthly _____ Other (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)

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:
Specialized Therapy Services

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into on July 1, 2019, between Pacific View Charter School, hereinafter referred to as the local educational agency ("LEA"), a member of the El Dorado 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.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit 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 Services Agreement

(hereinafter referred to as "ISA"). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's

2019-2020

CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: Pacific View Charter School
enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR.

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:
Total Education Solutions

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into on July 1, 2019, between Pacific View Charter School, hereinafter referred to as the local educational agency ("LEA"), a member of the El Dorado SELPA and

Total Education Solutions (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.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit 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.

8.6

Owner Name/Project Address

Pacific View Charter
school
22695 Allesandro Blvd
Moreno Valley CA
92553



PO BOX 1609 YUCAIPA CA 92399
TRAVIS 951-283-0730 TMARTIN.AEC@AOL.COM
HIS #95290 SP CSLB #878787
KENNY:909-289-4092 AMEAGLEINC@HOTMAIL.COM

5/2/2019

9121

Contractor shall warranty all labor for 1 (One) year against defects in workmanship. 10 (Ten-year) warranty on structural defects. The manufacturer's warranty will prevail. Any alteration, replacement, or owner or owner's agent damage of work done by CONTRACTOR will void the warranty. Normal wear and tear, earthquake, storm damages, and damages by OWNER or OWNER'S agent are not covered. Payment in full due day of completion.

DESCRIPTION OF WORK AND MATERIALS

Price

Proposal for tenet improvement at the address listed above:

14,491.00

Price includes the following:

Mask all work areas for duration of project. = \$550.00

Frame 1 wall 22 feet long and 9 feet tall up to t-bar. Includes kickers as needed to structural members. Includes framing new door into new conference room. = \$2200.00

Electrical includes 5 plug locations on existing circuit, 4 new lights to match existing and relocation of switches. Includes 3 phone and data drops in new wall. = \$2200.00

Drywall new wall with zip strip against t-bar ceiling and cap wall against window. Includes texture to match existing. = \$1865.00

Provide and install new door to match existing. Includes new handle to match existing. = \$1050.00

Prime new wall and paint new wall and door wall to match existing color. Includes finishing door to match existing. = \$1473.00

Plans for tenant improvement. (excludes parking lot calcs) = \$1800.00

Permit for tenant improvement: = \$1500.00

Carpet for 341 square feet of new conference room with cove base. = \$1853.00

Total for above: = \$14,491.00

SCHEDULE OF PROGRESS PAYMENTS.

0.00

The schedule of progress payments must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment.

IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWN PAYMENT. THE DOWN PAYMENT MAY NOT EXCEED \$1,000 OR 10 PERCENT OF THE CONTRACT PRICE, WHICHEVER IS LESS.

DOWN PAYMENT: \$900.00 For plans

Terms of payments:

50% upon the completion of framing, electrical and drywall hanging.

50% upon the completion of project.

Owner Initials _____ Contractor Initials KR

AMERICAN EAGLE CONSTRUCTION CONTRACT TERMS AND CONDITIONS

This Construction Contract is entered into by and between American Eagle Construction and Owner. See page 1 for description of work/material, contract amount, payment schedule, and start/end dates. All pages of contract must have initials or signature to proceed. Owner is responsible for pulling and paying for any and all permits required for the improvement or new construction being completed by American Eagle Construction.

TERMS

AEC submits this contract for work on the property herein described in attached proposal. Upon acceptance, AEC agrees to furnish labor and materials necessary to improve the named premises in a good workmanlike manner according to the terms, specifications, provisions, prices, and plans(if any). Owner & Contractor agree that time is of the essence. Expense incurred because of unusual or unanticipated conditions, environmental hazards, concealed damages, existing defects, or code violations, which are discovered during the course the work shall be paid for by Owner as extra work. AEC is not responsible to repair any such defects and will be done only under a change order. (see Extra Work and Change Orders)

PROVISIONS

Owner is responsible to inform AEC locations of all property owners. 2. AEC isn't responsible for any damage occasioned by delays resulting from: work by Owner's subcontractors, extra work, and failure of Owner to make timely payments, shortages of material, fire, strike, war, governmental regulations, bad weather, acts of nature or any other contingencies unforeseen by AEC. 3. Owner is responsible to maintain property insurance and/or course of construction insurance to cover any losses from theft or fire. If the project is destroyed or damaged by accident, disaster, theft, or vandalism, work or materials supplied by AEC in reconstructing the project shall be paid for by Owner as extra work. 4. Some items or specific prices are included in the contract price as allowances. The contract price shall be adjusted upward or downward based on actual amount rather than proposal amounts. 5. Contractor may subcontract portions of this contract to properly licensed and qualified subcontractors. 6. Contractor shall use and install "standard grade" or "builders' grade" material on the project unless otherwise stated in description of work.

MECHANICS LIEN WARNING

Anyone who helps improve property, but who is not paid, may record what is called a mechanics' lien on the property. A mechanics' lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder. Even if you pay your contract in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics' liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit. To preserve their right to record a lien, each subcontractor and material supplier must provide you with a documents called a '20-day Preliminary Notice.' This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid. **BE CAREFUL.** The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices. You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property. **PROTECT YOURSELF FROM LIENS.** You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contract when the subcontracts started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention the Preliminary Notices you receive. **PAY WITH JOINT CHECKS.** One way to protect yourself is to pay with a joint check. When your contract tells you it is time to pay for the work of a subcontractor or supplier who has provide you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier. For other way to prevent liens, visit CSLB's website at www.cslb.ca.gov or call CSLB at 1-800-321-2752. **Remember, if you do nothing, you risk having a lien placed on your home.** This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe.

NOTE ABOUT EXTRA WORK AND CHANGE ORDERS

Owner Initials _____ Contractor Initials TM

Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments. AEC is not required to perform additional work or changes without written approval in a "Change Order" before any of the new work is started. Extra work or a change order is not enforceable against a buyer unless the change order also identifies all of the following in writing prior to the commencement of any work covered by the new change order: scope of work encompassed by the order, amount to be added or subtracted from the contract and any changes to progress payments or completion date. Contractor's failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

INFORMATION ABOUT THE CONTRACTORS STATE LICENSE BOARD (CSLB)

CSLB is the state consumer protection agency that licenses and regulates construction Contractors. Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.

For more information: VISIT CSLB's website at www.cslb.ca.gov CALL CSLB at 1-800-321-2752

WRITE CSLB at P.O. Box 26000, Sacramento, CA 95826

COMMERCIAL GENERAL LIABILITY INSURANCE (CGL)

AEC carries commercial general liability insurance written by Acceptance Casualty Insurance. You may call Saint Moore Insurance Agency at 909-793-2151 to check the contractor's insurance coverage.

WORKERS' COMPENSATION INSURANCE

AEC carries workers' compensation insurance for all employees.

Arbitration Of Disputes

Arbitration of disputes: any controversy or claim arising out of or related to this contract, or breach thereof, shall be settled by binding arbitration in accordance with the construction industry arbitration rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) maybe entered in any court having jurisdiction thereof. Claims within the monetary limit of the small claims court shall be litigated in such court at their request of either party, so long as both parties limit their right to recovery to the jurisdiction of the small claims court. Any claim filed and a small claims court shall not be deemed to be a waiver of the right to arbitrate, and if a counter claim in excess of the jurisdiction of the small claims court is filed in them in the Municipal or Superior Court, then the party filing in small claims court may demand arbitration present to this paragraph.

Notice: By initialing it in the space below you are agreeing to have any dispute arising out of the matter is included in the "Arbitration Of Disputes" provision decided by a neutral arbitration as provided by California law and you are giving up any rights you may possess to have the dispute litigated in a court or jury trial. By initialing in the space below you are giving judicial rights to discovery and appeal, unless those rights are specifically included in the "Arbitration Of Disputes" provision. If you refuse to submit to arbitration after agreeing to the provision, you may be compelled to arbitrate under the authority of the business and professions code or other applicable laws. Your agreement to this arbitration provision is voluntary. Each party to pay their own attorney or legal fees arising from any disputes of this contract.

Owner Initials _____ Contractor Initials TM

We have read and understand the foregoing and agree to submit dispute arising out of the matter is included in the arbitration provision to neutral arbitration.

I agree to arbitration _____ I agree to arbitration TM

In the event that contractor and Owner have not been initialed the arbitration provision above then it shall be conclusively agreed without a separate account agreement by all parties that neither party agrees to arbitrate an arbitration of disputes provision shall not be deemed to be part of this agreement.

"THREE-DAY" RIGHT TO CANCEL

You, the buyer, have the right to cancel this contract within three business days. You may cancel by e-mailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the third business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice. If you cancel, the contractor must return to you anything you paid within 10 days of receiving the notice of cancellation. For your part, you must make available to the contractor at your residence, in substantially as good condition as you received it, any goods delivered to you under this contract or sale. Or, you may, if you wish, comply with the contractor's instructions on how to return the goods at the contractor's expense and risk. If you do make the goods available to the contractor and the contractor does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to the contractor, or if you agree to return the goods to the contractor and fail to do so, then you remain liable for performance of all obligations under the contract.

ACCEPTANCE OF PROPOSAL

By signing this contract you agree it is approved & accepted. The terms, description of work/materials outlined on proposal and price are the entire agreement. One-year warranty will be given on workmanship only. Any alteration, replacement, or owner damage of work done by AEC will void the warranty. Normal wear and tear, earthquake, storm damages, and damages by owner/owner's agent are not covered. To the fullest extent permitted by law, Owner shall defend, indemnify, and hold harmless AEC, and its subcontractors, from and against any and all claims, demands, causes of action, litigation, damages, liabilities, losses, and expenses arising from the project and/or the contract of the extent caused by the fault of the AEC or Owner or its consultants, or agents. Progress payments may be required and will be outlined in payment schedule on Proposal page.

IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWN PAYMENT.

_____ Date _____

Owner

Travis Martin

_____ Date _____

American Eagle Construction

You are entitled to a completely filled in copy of this agreement, signed by both you and the contractor, before any work may be started.

Owner Initials _____ Contractor Initials TM

8.7



FY 2019 Per Diem Rates for ZIP 92056

Meals & Incidentals (M&IE) Breakdown

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & LastDay of Travel
San Diego	San Diego	\$71	\$17	\$18	\$31	\$5	

8.8

Warrant ID	Name	Payment Date	Total Warrant	Descr	Fund	Invoice Fund	PO No.	PO Ref
14533960	Mary Jane Gardner	4/15/2019	\$ 21.00		6200	\$ 21.00		employee mileage
14534996	First Note Finance, Inc	4/17/2019	\$ 1,202.20	Consultant Fees - Prop 39 Ener	6200	\$ 1,202.20	0000000548	Prop 39 Energy Management Svcs
14534997	Arenson Office Furniture	4/17/2019	\$ 367.22	Desk Chair - Teacher's 3674	6200	\$ 367.22	0000000691	Teacher's Desk Chair 3674
14534998	Staff Rehab	4/17/2019	\$ 9,592.70	Resource Teacher	6200	\$ 360.00	0000000622	RS Teacher
14534998	Staff Rehab	4/17/2019	\$ 9,592.70	Resource Teacher	6200	\$ 2,437.50	0000000622	RS Teacher
14534998	Staff Rehab	4/17/2019	\$ 9,592.70	Resource Teacher	6200	\$ 2,062.50	0000000622	RS Teacher
14534998	Staff Rehab	4/17/2019	\$ 9,592.70	Resource Teacher	6200	\$ 2,437.50	0000000622	RS Teacher
14534998	Staff Rehab	4/17/2019	\$ 9,592.70	Resource Teacher	6200	\$ 2,090.00	0000000622	RS Teacher
14534998	Staff Rehab	4/17/2019	\$ 9,592.70	Support Staff	6200	\$ 205.20	0000000623	Support Staff
14534999	A&D GLASS, INC	4/17/2019	\$ 80.00	Doors & Glass repair	6200	\$ 80.00	0000000509	Glass Repairs
14535000	ADT SECURITY SERVICES	4/17/2019	\$ 61.05	MoVal Security System	6200	\$ 61.05	0000000498	Security System MO Val
14535001	CDW GOVERNMENT, INC.	4/17/2019	\$ 548.29	CDGW CLASSROOM HARDWARE	6200	\$ 548.29	0000000683	classroom computer supplies
14535002	COM LOGIC	4/17/2019	\$ 2,671.13	COMLOGIC FIREWALL	6200	\$ 2,671.13	0000000700	FireWall
14535003	BILLY R BENSON,	4/17/2019	\$ 3,645.25	Business Office Training- Sand	6200	\$ 3,098.46	0000000446	Business Office Training
14535003	BILLY R BENSON,	4/17/2019	\$ 3,645.25	Presentation - HR Consulting	6200	\$ 546.79	0000000446	Business Office Training
14535004	CHARLES VIERECK ELECTRICAL	4/17/2019	\$ 150.00	Electrical Services & Repair -	6200	\$ 150.00	0000000515	Electrical Services & Repairs
14535005	KELLY SERVICES, INC	4/17/2019	\$ 2,635.36	Kelly Services Temps Registrat	6200	\$ 752.96	0000000455	Kelly Services
14535005	KELLY SERVICES, INC	4/17/2019	\$ 2,635.36	Kelly Services Temps Registrat	6200	\$ 1,882.40	0000000455	Kelly Services
14535006	YOUNG, MINNEY & CORR, LLP	4/17/2019	\$ 2,289.97	Legal Counsel	6200	\$ 2,289.97	0000000482	Legal Counsel
14535007	OCEANSIDE UNIFIED SCHOOL DIST	4/17/2019	\$ 87.00	Printing - Cum Dividers, Diplo	6200	\$ 87.00	0000000472	Printing
14535008	OFFICE DEPOT	4/17/2019	\$ 6.36	Instructional Supplies - Office	6200	\$ 6.36	0000000496	Instructional Supplies
14535009	SCHOOL PATHWAYS, LLC	4/17/2019	\$ 1,805.80	LMS Fees School Pathways	6200	\$ 1,673.30	0000000586	Pathways LMS System
14535009	SCHOOL PATHWAYS, LLC	4/17/2019	\$ 1,805.80	CalPad, Spec Svcs, Online Reg	6200	\$ 132.50	0000000478	CalPad, Spec Svcs, Online Reg
14535010	V TECHNOLOGY SOLUTION	4/17/2019	\$ 1,095.83	V-TECH NETWORK MAINTENANCE	6200	\$ 1,095.83	0000000546	Computer Maintenance
14535976	Interquest Group, Inc	4/19/2019	\$ 900.00	Search Dogs - Oceanside	6200	\$ 900.00	0000000479	Search Dogs
14535977	Nissan Motor Acceptance Corporation	4/19/2019	\$ 705.19	Nissan Rogues - Car Payments	6200	\$ 343.20	0000000497	Car Payments
14535977	Nissan Motor Acceptance Corporation	4/19/2019	\$ 705.19	Nissan Rogues - Car Payments	6200	\$ 361.99	0000000497	Car Payments
14535978	Ari - Thane Foam Products Inc	4/19/2019	\$ 74,240.10	Cool Roof Moreno Valley	6200	\$ 1,439.10	0000000585	Prop 39 Cool Roof MoVal
14535978	Ari - Thane Foam Products Inc	4/19/2019	\$ 74,240.10	Walk Pad Solar Array Service A	6200	\$ 2,250.00	0000000626	Solar Walk Pad CO#1
14535978	Ari - Thane Foam Products Inc	4/19/2019	\$ 74,240.10	Cool Roof Installation Mo Val	6200	\$ 70,551.00	0000000585	Prop 39 Cool Roof MoVal
14535979	COX BUSINESS SERVICES	4/19/2019	\$ 364.62	Oceanside Phone and Internet S	6200	\$ 309.93	0000000453	Phone and Internet
14535979	COX BUSINESS SERVICES	4/19/2019	\$ 364.62	Oceanside Phone and Internet A	6200	\$ 54.69	0000000453	Phone and Internet
14535980	COPYCARE OF SAN DIEGO, INC	4/19/2019	\$ 630.00	Cum Copier Oceanside	6200	\$ 630.00	0000000451	copier service agreement
14535981	SOUTH COUNTY PEST CONTROL, INC	4/19/2019	\$ 140.00	Pest Control Services - Moreno	6200	\$ 140.00	0000000522	Pest Control Services MoVal
14535982	MORENO VALLEY UTILITY	4/19/2019	\$ 1,694.49	Utilities - Moreno Valley	6200	\$ 1,694.49	0000000500	Utilities - Moreno Valley
14535983	OFFICE DEPOT	4/19/2019	\$ 58.72	Instructional Supplies - Office	6200	\$ 44.62	0000000496	Instructional Supplies
14535983	OFFICE DEPOT	4/19/2019	\$ 58.72	Oceanside Office Supplies	6200	\$ 14.10	0000000473	Oceanside Office Supplies
14535984	PALOMAR FAMILY COUNSELING	4/19/2019	\$ 6,907.50	Palomar Family Counseling	6200	\$ 6,907.50	0000000587	Student Counseling
14535985	PRO-TEC LOCK & SAFE	4/19/2019	\$ 124.56	Locksmith Services	6200	\$ 124.56	0000000520	Locksmith Services
14535986	PACIFIC VIEW CHARTER SCHOOL	4/19/2019	\$ 18,130.94	Mortgage Payment Oceanside - U	6200	\$ 15,411.30	0000000427	Mortgage Payment Aside Union
14535986	PACIFIC VIEW CHARTER SCHOOL	4/19/2019	\$ 18,130.94	Mortgage Payment Oceanside - U	6200	\$ 2,719.64	0000000427	Mortgage Payment Aside Union
14535987	RED TRUCK FIRE & SAFETY	4/19/2019	\$ 525.41	Fire Safety Equipment Service	6200	\$ 525.41	0000000513	Fire Equip Services - Aside

Warrant ID	Name	Payment Date	Total Warrant	Descr	Fund	Invoice Fund	PO No.	PO Ref
14535988	FRONTIER	4/19/2019	\$ 448.31	Phone & Internet Student Moren	6200	\$ 381.06	0000000428	Moreno Valley Phone & Internet
14535988	FRONTIER	4/19/2019	\$ 448.31	Phone & Internet Admin Moreno	6200	\$ 67.25	0000000428	Moreno Valley Phone & Internet
14537410	Sehi Computer Products, Inc.	4/24/2019	\$ 1,564.21	WI-FI FOR NEW CLASSROOMS	6200	\$ 1,564.21	0000000693	WiFi for classes
14537411	Ken Erickson, Architect	4/24/2019	\$ 8,150.00	Architect Fees - Tenant Improv	6200	\$ 8,150.00	0000000608	Architect TI
14537412	CARL A. BAILEY II	4/24/2019	\$ 507.50	Handyman Services - Oceanside	6200	\$ 507.50	0000000511	Handyman Services - Oceanside
14537413	COX BUSINESS SERVICES	4/24/2019	\$ 253.91	Video Security - Oceanside	6200	\$ 253.91	0000000499	Security Services - Oceanside
14537414	COMMUSA	4/24/2019	\$ 390.88	Shipping Fees	6200	\$ 13.75	0000000438	Security Radios
14537414	COMMUSA	4/24/2019	\$ 390.88	Security Radios	6200	\$ 377.13	0000000438	Security Radios
14537415	KELLY SERVICES, INC	4/24/2019	\$ 800.02	Kelly Services Temps Registrat	6200	\$ 800.02	0000000455	Kelly Services
14537416	MV MEDICAL CTR MASTER ASSOC	4/24/2019	\$ 1,136.00	Master Association Fees - More	6200	\$ 1,136.00	0000000486	MoVal Property Association Fee
14537417	OFFICE DEPOT	4/24/2019	\$ 70.88	Instructional Supplies - Office	6200	\$ 33.42	0000000496	Instructional Supplies
14537417	OFFICE DEPOT	4/24/2019	\$ 70.88	Office Supplies - Mo Valley	6200	\$ 3.01	0000000474	Office Supplies - Mo Valley
14537417	OFFICE DEPOT	4/24/2019	\$ 70.88	Oceanside Office Supplies	6200	\$ 14.75	0000000473	Oceanside Office Supplies
14537417	OFFICE DEPOT	4/24/2019	\$ 70.88	Oceanside Office Supplies	6200	\$ 19.70	0000000473	Oceanside Office Supplies
14538060	KONICA MINOLTA BUS. SOLUTIONS	4/25/2019	\$ 1,225.16	Oceanside Copier Lease - Admin	6200	\$ 96.50	0000000449	Oceanside Copier
14538060	KONICA MINOLTA BUS. SOLUTIONS	4/25/2019	\$ 1,225.16	Oceanside Copier Lease Student	6200	\$ 546.87	0000000449	Oceanside Copier
14538060	KONICA MINOLTA BUS. SOLUTIONS	4/25/2019	\$ 1,225.16	Oceanside Copier Maintenance A	6200	\$ 87.27	0000000449	Oceanside Copier
14538060	KONICA MINOLTA BUS. SOLUTIONS	4/25/2019	\$ 1,225.16	Oceanside Copier Maintenance S	6200	\$ 494.52	0000000449	Oceanside Copier
14538632	HAR-BRO Construction & Consulting, Inc	4/26/2019	\$ 14,021.24	Repiar to Water Damage	6200	\$ 5,565.68	0000000705	Repair of Water Damage 3662
14538632	HAR-BRO Construction & Consulting, Inc	4/26/2019	\$ 14,021.24	Repiar to Water Damage	6200	\$ 8,455.56	0000000705	Repair of Water Damage 3662
14538633	Patricia Andaya	4/26/2019	\$ 76.00		6200	\$ 76.00		employee fingerprint reimbursement
14538634	AIR CRAFTS HEATING & AC INC.	4/26/2019	\$ 1,399.00	HVAC Service & Maintenance Oc	6200	\$ 1,399.00	0000000517	HVAC Main & Repair Oside
14538635	BAY ALARM	4/26/2019	\$ 5,895.92	Fire Alarms Services	6200	\$ 463.05	0000000510	Fire Alarms - Oceanside
14538635	BAY ALARM	4/26/2019	\$ 5,895.92	Fire Life Safety for Oceanside	6200	\$ 4,054.20	0000000697	Fire Life Safety for Build Out
14538635	BAY ALARM	4/26/2019	\$ 5,895.92	Upgrade to Fire Safety - Couse	6200	\$ 1,378.67	0000000656	Upgrade - Counselor's Room3666
14538636	AT&T MOBILITY	4/26/2019	\$ 412.79	Cell Phone Services	6200	\$ 283.85	0000000441	Cell Phone Services
14538636	AT&T MOBILITY	4/26/2019	\$ 412.79	Cell Phone Services-Phone Repl	6200	\$ 128.94	0000000441	Cell Phone Services
14538637	SPARKLETT'S & SIERRA SPRINGS	4/26/2019	\$ 181.80	Bottled Water	6200	\$ 95.80	0000000519	Drinking Water -
14538637	SPARKLETT'S & SIERRA SPRINGS	4/26/2019	\$ 181.80	Bottled Water	6200	\$ 86.00	0000000519	Drinking Water -
14538638	EASTERN MUNICIPAL WATER DIST	4/26/2019	\$ 219.88	Water Utilities - Moreno Valle	6200	\$ 219.88	0000000508	Water at Moreno Valley
14538639	STURM, JOHN	4/26/2019	\$ 136.88		6200	\$ 136.88		employee mileage
14540338	Cordata Shredding	5/1/2019	\$ 406.00	Oceanside Shredding	6200	\$ 336.00	0000000457	Oceanside Shredding
14540338	Cordata Shredding	5/1/2019	\$ 406.00	Oceanside Shredding	6200	\$ 70.00	0000000457	Oceanside Shredding
14540339	Sehi Computer Products, Inc.	5/1/2019	\$ 1,463.68	SEHI E-RATE	6200	\$ 1,463.68	0000000701	Wifi Access Points
14540340	Emcor Services Mesa Energy	5/1/2019	\$ 6,327.40	HVAC System Mo Val - Reserve F	6200	\$ 2,593.96	0000000551	HVAC - MoVal Prop39
14540340	Emcor Services Mesa Energy	5/1/2019	\$ 6,327.40	HVAC System - Moreno Valley -	6200	\$ 3,733.44	0000000551	HVAC - MoVal Prop39
14540341	Staff Rehab	5/1/2019	\$ 5,492.70	Resource Teacher	6200	\$ 487.50	0000000622	RS Teacher
14540341	Staff Rehab	5/1/2019	\$ 5,492.70	Support Staff	6200	\$ 90.00	0000000623	Support Staff
14540341	Staff Rehab	5/1/2019	\$ 5,492.70	Resource Teacher	6200	\$ 2,437.50	0000000622	RS Teacher
14540341	Staff Rehab	5/1/2019	\$ 5,492.70	Support Staff	6200	\$ 415.20	0000000623	Support Staff
14540341	Staff Rehab	5/1/2019	\$ 5,492.70	Resource Teacher	6200	\$ 2,062.50	0000000622	RS Teacher
14540342	Specialized Therapy Services, Inc	5/1/2019	\$ 2,343.75	Support Services	6200	\$ 2,343.75	0000000681	Support Services

Warrant ID	Name	Payment Date	Total Warrant	Descr	Fund	Invoice Fund	PO No.	PO Ref
14540343	BILLY R BENSON,	5/1/2019	\$ 10,626.43	Presentation - HR Consulting	6200	\$ -	0000000446	Business Office Training
14540343	BILLY R BENSON,	5/1/2019	\$ 10,626.43	Business Office Training- Sand	6200	\$ 9,211.68	0000000446	Business Office Training
14540343	BILLY R BENSON,	5/1/2019	\$ 10,626.43	Presentation - HR Consulting	6200	\$ 212.21	0000000446	Business Office Training
14540343	BILLY R BENSON,	5/1/2019	\$ 10,626.43	Business Office Training- Sand	6200	\$ 1,202.54	0000000446	Business Office Training
14540344	HERFF JONES, INC	5/1/2019	\$ 3,539.78	CAP AND GOWNS	6200	\$ 3,539.78	0000000702	Cap & Gown Rentals
14540345	KELLY SERVICES, INC	5/1/2019	\$ 3,034.16	Kelly Services Temps Registrat	6200	\$ 2,635.36	0000000455	Kelly Services
14540345	KELLY SERVICES, INC	5/1/2019	\$ 3,034.16	Kelly - Substitute Teachers	6200	\$ 398.80	0000000484	Teacher Subs
14540346	MISSION FEDERAL CREDIT UNION	5/1/2019	\$ 8,369.68	SPED Spanish Forms	6200	\$ 276.15	0000000699	Spanish Material SpED
14540346	MISSION FEDERAL CREDIT UNION	5/1/2019	\$ 8,369.68	CAWEE Work Permit Training	6200	\$ 200.00	0000000692	CAWEE Training
14540346	MISSION FEDERAL CREDIT UNION	5/1/2019	\$ 8,369.68	Peachjar	6200	\$ 607.50	0000000687	Peachjar for Marketing
14540346	MISSION FEDERAL CREDIT UNION	5/1/2019	\$ 8,369.68	Sports Transportation and Refs	6200	\$ 384.08	0000000617	Sports Travel & Referees
14540346	MISSION FEDERAL CREDIT UNION	5/1/2019	\$ 8,369.68	High School Textbook Replaceme	6200	\$ 2,213.21	0000000593	HS Textbooks
14540346	MISSION FEDERAL CREDIT UNION	5/1/2019	\$ 8,369.68	Servint - Web Hosting	6200	\$ 1.00	0000000530	Servint
14540346	MISSION FEDERAL CREDIT UNION	5/1/2019	\$ 8,369.68	Google Adworks - Cory Bray	6200	\$ 1,500.00	0000000529	Google Adworks
14540346	MISSION FEDERAL CREDIT UNION	5/1/2019	\$ 8,369.68	Instructional Supplies	6200	\$ 145.12	0000000528	Student Supplies - Amazon
14540346	MISSION FEDERAL CREDIT UNION	5/1/2019	\$ 8,369.68	Carpet Cleaning - Oceanside	6200	\$ 347.00	0000000518	Carpet Cleaning
14540346	MISSION FEDERAL CREDIT UNION	5/1/2019	\$ 8,369.68	Emergency Supplies - 1st Aid &	6200	\$ 91.80	0000000502	Emergency Supplies
14540346	MISSION FEDERAL CREDIT UNION	5/1/2019	\$ 8,369.68	Postage Moreno Valley Student	6200	\$ 76.00	0000000465	Postage Moreno Valley
14540346	MISSION FEDERAL CREDIT UNION	5/1/2019	\$ 8,369.68	Postage Moreno Valley Admin -	6200	\$ 24.00	0000000465	Postage Moreno Valley
14540346	MISSION FEDERAL CREDIT UNION	5/1/2019	\$ 8,369.68	Postage Services Moreno Valley	6200	\$ 24.99	0000000465	Postage Moreno Valley
14540346	MISSION FEDERAL CREDIT UNION	5/1/2019	\$ 8,369.68	Postage Students Oceanside - 7	6200	\$ 250.45	0000000464	Postage Oceanside
14540346	MISSION FEDERAL CREDIT UNION	5/1/2019	\$ 8,369.68	Postage Admin Oceanside - 22%	6200	\$ 75.70	0000000464	Postage Oceanside
14540346	MISSION FEDERAL CREDIT UNION	5/1/2019	\$ 8,369.68	Postage Services Oceanside	6200	\$ 17.99	0000000464	Postage Oceanside
14540346	MISSION FEDERAL CREDIT UNION	5/1/2019	\$ 8,369.68	WASC Visit - Supplies/Site Vis	6200	\$ 134.02	0000000440	WASC Visit
14540346	MISSION FEDERAL CREDIT UNION	5/1/2019	\$ 8,369.68	Misc. Travel - Admin	6200	\$ 2,000.67	0000000466	Misc Travel
14540347	OFFICE DEPOT	5/1/2019	\$ 181.18	Instructional Supplies - Office	6200	\$ 181.18	0000000496	Instructional Supplies
14540348	VCC OCEAN RANCH CONDO. ASSOC.	5/1/2019	\$ 5,766.00	Association Fees - Oceanside	6200	\$ 5,766.00	0000000431	Oceanside Property Association
14540860	Francis De Castro	5/2/2019	\$ 547.52		6200	\$ 547.52		employee mileage reimbursement
14541459	Total Education Solutions	5/3/2019	\$ 70.86	Support Services	6200	\$ 70.86	0000000682	Support Services
14541460	ASHLEY'S PARTY RENTALS	5/3/2019	\$ 735.51	GRADUATION FURNITURE 2019	6200	\$ 735.51	0000000706	Furniture Rental - Graduation
14541461	JAN-PRO OF SAN DIEGO	5/3/2019	\$ 2,837.00	Janitorial Services	6200	\$ 2,837.00	0000000436	Janitorial Services - Oside
14541462	KONICA MINOLTA BUS. SOLUTIONS	5/3/2019	\$ 1,045.73	MV Copier Maintenance Admin 15	6200	\$ 32.14	0000000450	Moreno Valley Copier
14541462	KONICA MINOLTA BUS. SOLUTIONS	5/3/2019	\$ 1,045.73	MV Copier Maintenance Student	6200	\$ 182.13	0000000450	Moreno Valley Copier
14541462	KONICA MINOLTA BUS. SOLUTIONS	5/3/2019	\$ 1,045.73	MV Copier Lease Student 85%	6200	\$ 546.84	0000000450	Moreno Valley Copier
14541462	KONICA MINOLTA BUS. SOLUTIONS	5/3/2019	\$ 1,045.73	MV Copier Lease Admin 15%	6200	\$ 96.50	0000000450	Moreno Valley Copier
14541462	KONICA MINOLTA BUS. SOLUTIONS	5/3/2019	\$ 1,045.73	Oceanside Copier Maintenance A	6200	\$ 9.99	0000000449	Oceanside Copier
14541462	KONICA MINOLTA BUS. SOLUTIONS	5/3/2019	\$ 1,045.73	Oceanside Copier Maintenance S	6200	\$ 56.60	0000000449	Oceanside Copier
14541462	KONICA MINOLTA BUS. SOLUTIONS	5/3/2019	\$ 1,045.73	Oceanside Copier Lease Student	6200	\$ 103.30	0000000449	Oceanside Copier
14541462	KONICA MINOLTA BUS. SOLUTIONS	5/3/2019	\$ 1,045.73	Oceanside Copier Lease - Admin	6200	\$ 18.23	0000000449	Oceanside Copier
14541463	NATIONAL BENEFIT SERVICES, LLC	5/3/2019	\$ 75.05	Admin Fees for Cafe 125 - Bene	6200	\$ 75.05	0000000471	Admin Fees
14541464	OCEANSIDE UNIFIED SCHOOL DIST	5/3/2019	\$ 15.62	DIPLOMA PRINTING	6200	\$ 15.62	0000000673	Diploma Printing 2019 Graduate
14541465	OFFICE DEPOT	5/3/2019	\$ 121.32	Oceanside Office Supplies	6200	\$ 56.96	0000000473	Oceanside Office Supplies

Warrant ID	Name	Payment Date	Total Warrant	Descr	Fund	Invoice Fund /	PO No.	PO Ref
14541465	OFFICE DEPOT	5/3/2019	\$ 121.32	Instructional Supplies - Offic	6200	\$ 64.36	0000000496	Instructional Supplies
14541466	RONALD LARRY HOLDEN	5/3/2019	\$ 1,000.00	Handyman Services MoVal	6200	\$ -	0000000434	Janitorial / Handyman MoVal
14541466	RONALD LARRY HOLDEN	5/3/2019	\$ 1,000.00	Janitorial Services Mo Val	6200	\$ 1,000.00	0000000434	Janitorial / Handyman MoVal
14541466	RONALD LARRY HOLDEN	5/3/2019	\$ 1,000.00	Janitorial Supplies Mo Val	6200	\$ -	0000000434	Janitorial / Handyman MoVal
14541467	WASTE MANAGEMENT	5/3/2019	\$ 129.10	Trash Services Miporeno Valley	6200	\$ 129.10	0000000430	Trash Services Moreno Valley
14543311	Sehi Computer Products, Inc.	5/8/2019	\$ 1,487.36	Wi-Fi FOR NEW CLASSROOMS	6200	\$ 1,487.36	0000000693	WiFi for classes
14543312	Citi Cards	5/8/2019	\$ 3,004.18	CCSA Advocacy Day	6200	\$ 163.44	0000000714	CCSA Advocacy Day
14543312	Citi Cards	5/8/2019	\$ 3,004.18	Janitorial Supplies - Moreno V	6200	\$ 92.51	0000000525	Janitorial Supplies - MoVal
14543312	Citi Cards	5/8/2019	\$ 3,004.18	Student Materials and Supplies	6200	\$ 560.71	0000000721	Student Supplies
14543312	Citi Cards	5/8/2019	\$ 3,004.18	Citibank Costco - Student Nutr	6200	\$ 1,393.52	0000000549	Child Nutrition - Costco
14543312	Citi Cards	5/8/2019	\$ 3,004.18	Postage Oceanside Admin	6200	\$ 22.05	0000000713	Postage Oceanside Campus Admin
14543312	Citi Cards	5/8/2019	\$ 3,004.18	Moreno Valley Office Supplies	6200	\$ 42.44	0000000459	Moreno Valley Office Supplies
14543312	Citi Cards	5/8/2019	\$ 3,004.18	Rogue Expenses - Gas, Maintena	6200	\$ 334.98	0000000461	Rogue Expenses
14543312	Citi Cards	5/8/2019	\$ 3,004.18	Janitorial Supplies - Oceansid	6200	\$ 394.53	0000000524	Janitorial Supplies - Oside
14543313	Staff Rehab	5/8/2019	\$ 4,294.50	Resource Teacher	6200	\$ 2,084.50	0000000622	RS Teacher
14543313	Staff Rehab	5/8/2019	\$ 4,294.50	Resource Teacher	6200	\$ 2,210.00	0000000622	RS Teacher
14543314	SOUTH COUNTY PEST CONTROL, INC	5/8/2019	\$ 90.00	Pest Control Services - Moreno	6200	\$ 90.00	0000000522	Pest Control Services MoVal
14543315	KELLY SERVICES, INC	5/8/2019	\$ 2,147.11	Kelly Services Temps Registrat	6200	\$ 2,147.11	0000000455	Kelly Services
14543316	MORENO VALLEY UTILITY	5/8/2019	\$ 1,483.45	Utilities - Moreno Valley	6200	\$ 1,483.45	0000000500	Utilities - Moreno Valley
14543317	OFFICE DEPOT	5/8/2019	\$ 114.59	Office Supplies - Mo Valley	6200	\$ 18.81	0000000474	Office Supplies - Mo Valley
14543317	OFFICE DEPOT	5/8/2019	\$ 114.59	Oceanside Office Supplies	6200	\$ 57.32	0000000473	Oceanside Office Supplies
14543317	OFFICE DEPOT	5/8/2019	\$ 114.59	Instructional Supplies - Offic	6200	\$ 38.46	0000000496	Instructional Supplies
14543318	SAN DIEGO GAS & ELECTRIC	5/8/2019	\$ 1,750.46	Electrical Services - Oceansi	6200	\$ 1,750.46	0000000435	Electricity - Oceanside
14543319	SOUND PRODUCTIONS	5/8/2019	\$ 2,279.00	SOUND FOR GRADUATION	6200	\$ 1,779.00	0000000689	Sound System - HS Graduation
14543319	SOUND PRODUCTIONS	5/8/2019	\$ 2,279.00	Sound Productions for Promotio	6200	\$ 500.00	0000000718	8th Promo Sound Equipment
14543320	SCHOOL PATHWAYS, LLC	5/8/2019	\$ 1,798.95	CalPad, Spec Svcs, Online Reg	6200	\$ 311.25	0000000478	CalPad, Spec Svcs, Online Reg
14543320	SCHOOL PATHWAYS, LLC	5/8/2019	\$ 1,798.95	LMS Fees School Pathways	6200	\$ 1,487.70	0000000586	Pathways LMS System
14543321	VCC OCEAN RANCH CONDO. ASSOC.	5/8/2019	\$ 5,000.00	Refundable - Construction Dama	6200	\$ 5,000.00	0000000717	Construction Damage Deposit
14544641	ADT SECURITY SERVICES	5/10/2019	\$ 61.05	MoVal Security System	6200	\$ 61.05	0000000498	Security System MO Val
14544642	COX BUSINESS SERVICES	5/10/2019	\$ 364.62	Oceanside Phone and Internet S	6200	\$ 309.93	0000000453	Phone and Internet
14544642	COX BUSINESS SERVICES	5/10/2019	\$ 364.62	Oceanside Phone and Internet A	6200	\$ 54.69	0000000453	Phone and Internet
14544643	BILLY R BENSON,	5/10/2019	\$ 7,031.48	Presentation - HR Consulting	6200	\$ -	0000000446	Business Office Training
14544643	BILLY R BENSON,	5/10/2019	\$ 7,031.48	Business Office Training- Sand	6200	\$ 7,031.48	0000000446	Business Office Training
14544644	SPARKLETT'S & SIERRA SPRINGS	5/10/2019	\$ 107.10	Bottled Water	6200	\$ 37.80	0000000519	Drinking Water -
14544644	SPARKLETT'S & SIERRA SPRINGS	5/10/2019	\$ 107.10	Bottled Water	6200	\$ 69.30	0000000519	Drinking Water -
14544645	YOUNG, MINNEY & CORR, LLP	5/10/2019	\$ 1,047.37	Legal Counsel	6200	\$ 1,047.37	0000000482	Legal Counsel
14544646	OFFICE DEPOT	5/10/2019	\$ 74.28	Instructional Supplies - Offic	6200	\$ 3.99	0000000496	Instructional Supplies
14544646	OFFICE DEPOT	5/10/2019	\$ 74.28	Oceanside Office Supplies	6200	\$ 8.09	0000000473	Oceanside Office Supplies
14544646	OFFICE DEPOT	5/10/2019	\$ 74.28	Instructional Supplies - Offic	6200	\$ 52.54	0000000496	Instructional Supplies
14544646	OFFICE DEPOT	5/10/2019	\$ 74.28	Oceanside Office Supplies	6200	\$ 9.66	0000000473	Oceanside Office Supplies
14544647	PACIFIC VIEW CHARTER SCHOOL	5/10/2019	\$ 12,355.89	Mortgage Payment Moreno Valley	6200	\$ 2,471.18	0000000426	Wells Fargo Mortgage Payment
14544647	PACIFIC VIEW CHARTER SCHOOL	5/10/2019	\$ 12,355.89	Mortgage Payment Moreno Valley	6200	\$ 9,884.71	0000000426	Wells Fargo Mortgage Payment

Warrant ID	Name	Payment Date	Total Warrant	Descr	Fund	Invoice	Fund	PO No.	PO Ref
14545768	CAMPBELL, GINA	5/14/2019	\$ 11.79		6200	\$	11.79		
14546409	Cordata Shredding	5/15/2019	\$ 406.00	Oceanside Shredding	6200	\$	70.00	0000000457	Oceanside Shredding
14546409	Cordata Shredding	5/15/2019	\$ 406.00	Oceanside Shredding	6200	\$	336.00	0000000457	Oceanside Shredding
14546410	Interquest Group, Inc	5/15/2019	\$ 300.00	Search Dogs - Oceanside	6200	\$	300.00	0000000479	Search Dogs
14546411	Nissan Motor Acceptance Corporation	5/15/2019	\$ 705.19	Nissan Rogues - Car Payments	6200	\$	361.99	0000000497	Car Payments
14546411	Nissan Motor Acceptance Corporation	5/15/2019	\$ 705.19	Nissan Rogues - Car Payments	6200	\$	343.20	0000000497	Car Payments
14546412	Helen K. Stamatelatos	5/15/2019	\$ 592.63	FLOWERS FOR GRADUATION	6200	\$	592.63	0000000727	Flowers for HS Graduation
14546413	North Star Transportation	5/15/2019	\$ 527.97	UCSD Field Trip	6200	\$	527.97	0000000698	UCSD Field Trip Transportation
14546414	COX BUSINESS SERVICES	5/15/2019	\$ 253.91	Video Security - Oceanside	6200	\$	253.91	0000000499	Security Services - Oceanside
14546415	COMMUSA	5/15/2019	\$ 815.23	2 Radio 6 place radio charging	6200	\$	815.23	0000000722	Charging Bays for Radios
14546416	JULIAN CHARTER SCHOOL	5/15/2019	\$ 285.00	Soccer Fees	6200	\$	285.00	0000000726	Soccer Field Fees/ Refs
14546417	KELLY SERVICES, INC	5/15/2019	\$ 2,805.95	Kelly Services Temps Registrat	6200	\$	2,805.95	0000000455	Kelly Services
14546418	PALOMAR FAMILY COUNSELING	5/15/2019	\$ 3,870.00	Palomar Family Counseling	6200	\$	3,870.00	0000000587	Student Counseling
14546419	TRIVISTA, INC	5/15/2019	\$ 2,676.34	Construction Build-Out for Oce	6200	\$	2,676.34	0000000723	Build-Out for Oside

9.1



Certificated - Exempt Job Description - Special Education Coordinator

Description of Position:

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

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

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

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

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

Requirements:

Education and Experience:

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

Knowledge, Skills, and Abilities:

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

Physical Demands:

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

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

Work Environment:

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

Reasoning Ability:

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

License:

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

Supervisor: Executive Director

WORK YEAR: 233 Days

Board Approved:

DRAFT



Certificated - Exempt Job Description - Special Education Coordinator

Description of Position:

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

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

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

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

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- Minimum of three (3) years of successful experience working with Special Education school-aged students
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License:

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

Supervisor: Executive Director

WORK YEAR: 233 Days

Board Approved:

DRAFT

9.2

**PACIFIC VIEW CHARTER SCHOOL
2019-20 CERTIFICATED SALARY SCHEDULE**

STEP	Special Education Coordinator 233 days	Site Supervisor 233 days	ELL Coordinator 192 days	Psychologist 192 days	Speech Pathologist 192 days		
1	\$ 91,500	\$ 91,500		\$ 87,020	\$ 74,078		
2	\$ 95,160	\$ 95,160	\$ -	\$ 90,501	\$ 77,041	\$ -	\$ -
3	\$ 98,966	\$ 98,966	\$ -	\$ 94,121	\$ 80,123	\$ -	\$ -
4	\$ 102,925	\$ 102,925	\$ -	\$ 97,886	\$ 83,328	\$ -	\$ -
5	\$ 107,042	\$ 107,042	\$ -	\$ 101,801	\$ 86,661	\$ -	\$ -
6	\$ 111,324	\$ 111,324	\$ -	\$ 105,873	\$ 90,127	\$ -	\$ -
7	\$ 115,777	\$ 115,777	\$ -	\$ 110,108	\$ 93,732	\$ -	\$ -
8	\$ 121,566	\$ 121,566	\$ -	\$ 115,613	\$ 98,419	\$ -	\$ -
9	\$ 121,566	\$ 121,566	\$ -	\$ 115,613	\$ 98,419	\$ -	\$ -
10	\$ 127,644	\$ 127,644	\$ -	\$ 121,394	\$ 103,340	\$ -	\$ -
11	\$ 127,644	\$ 127,644	\$ -	\$ 121,394	\$ 103,340	\$ -	\$ -
12	\$ 134,026	\$ 134,026	\$ -	\$ 127,464	\$ 108,507	\$ -	\$ -
13	\$ 134,026	\$ 134,026	\$ -	\$ 127,464	\$ 108,507	\$ -	\$ -
14	\$ 140,727	\$ 140,727	\$ -	\$ 133,837	\$ 113,932	\$ -	\$ -
15	\$ 140,727	\$ 140,727	\$ -	\$ 133,837	\$ 113,932	\$ -	\$ -
16	\$ 144,949	\$ 144,949	\$ -	\$ 137,852	\$ 117,350	\$ -	\$ -
17	\$ 144,949	\$ 144,949	\$ -	\$ 137,852	\$ 117,350	\$ -	\$ -
18	\$ 149,298	\$ 149,298	\$ -	\$ 141,988	\$ 120,871	\$ -	\$ -

Stipends for Advanced Degrees/ Additional Work Assignments

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

Board Approved:

****DRAFT****