

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, October 16, 2018

3:30pm

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

7.0 Consent Calendar

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

- 8.1 Minutes from Board Meeting of September 18, 2018 **Action**

9.0 Action/Discussion Items

- 9.1 2 019 Employee Healthcare Rates Café Cash Contributions **Action**
- 9.2 California Clean Energy Prop 39 -LED Lighting Upgrades **Action**
- 9.3 California Clean Energy Prop 39 – Solar Project Moreno Valley **Action**
- 9.4 NonPublic, Nonsectarian School/Agency Services Master Contract **Action**
- 9.5 Student Club – Revolution **Action**
- 9.6 Student Club- Fundraising **Action**

10.0 Curriculum

- 10.1 Edgenuity Sociology **Action**
- 10.2 Edgenuity Strategies for Academic Success **Action**
- 10.3 Personal Finance **Action**
- 10.4 Edgenuity Contemporary Health **Action**
- 10.5 Edgenuity Pre-Calculus A & B **Action**

10.6	Edgenuity Pre-Algebra A & B	Action
10.7	Edgenuity Health Science & Medical Technology A & B	Action

11.0 **Board Staff Discussion**

12.0 **Adjournment**

8.1

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

Board of Trustees' Meeting –Tuesday September 18, 2018 Board Minutes

1.0 Call to Order/Roll Call

President Brown called the meeting to order at 3:45pm. Vice President Taylor & Trustee Walters present and Trustee Meyer absent.

2.0 Approval of Agenda

Moved by Vice President Taylor & seconded by Trustee Walters to approve the agenda as presented.

AYES: Brown, Walters, Taylor

NOES: None

ABSTAIN: None

ABSENT: Trustee Meyer

3.0 Pledge of Allegiance

The Pledge of Allegiance was let by Trustee Walters

4.0 Public Comment Closed Session

Each speaker will be allowed a maximum of three minutes to speak. Unless an item has been placed on the published agenda in accordance with the Brown Act, there shall be no action taken. No requests to speak.

5.0 Closed Session

The Board convened to Closed Session at 3:47 pm

5.1 Consideration of expelled student #33099 from Vista Unified School District to attend Pacific View Charter School (Ed. Code 48918)

6.0 Report Out To Public Action Taken In Closed Session

6.1

The board returned to Open Session at 4:15 p.m.

Moved President Brown by and seconded by Vice President Taylor to approve student #33099 to attend Pacific View Charter School.

AYES: Brown, Walters, Taylor

NOES: None

ABSTAIN: None

ABSENT: Trustee Meyer

7.0 Public Comment

None

8.0 Introductions

Erin Gorence, Director of Curriculum;; Kathi Cohen, Lead High School Teacher ; Gayl Johnson, Director of Student Services; Lori Bentley, Human Resources & Business Services Specialist; Matt Miller- Vavrinek, Trine, and Day LLP, Tom Miller

9.0 Executive Director's Report

- + Our enrollment is at 589 – Moreno Valley has 149- K-8 52 & HS 97 & Oceanside has 440 – K-8 103 & HS 337
- + Last Tuesday of every month the school will have a Costco Pizza fundraiser.

10.0 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.

10.1 Moved by Trustee Walters & seconded by President Brown to approve the Consent Calendar as presented.

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

11.0 Action/Discussion Items

11.1 Moved by Trustee Walters & seconded by President Brown to approve the 2017-18 Annual Audit Presentation as presented.

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

11.2 Moved by President Brown and seconded by Trustee Walters to approve changing the November Board Meeting date to November 13.

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

11.3 Moved by President Brown and seconded by Vice President Taylor to approve amending Student Policy #6 as presented

AYES: Brown, Walters, Taylor

NOES: None

ABSTAIN: None

ABSENT: Trustee Meyer

12.0 **Board/Staff Discussion** - None

13.0 **Adjournment**

President Brown adjourned the meeting at 4:51 p.m.

9.1



**PACIFIC VIEW
CHARTER SCHOOL**
A California Public School

**2019 Employee Healthcare Rates
Café Cash (CFC) Contributions**

Pacific View Charter School has selected to maintain our current coverages for our employees for the 2019 Calendar Year. The 2019 negotiated rates came in below the California Statewide Marketplace estimated rate increases of 7.2% on healthcare.

- Medical Coverage 5.0 % increase
- Dental Coverage <5.0%> decrease
- Vision Coverage no change

The 5% increase is a result of the overall claims experience and ongoing high dollar claimants within the entire (county-wide) PPO Pool, in addition to increased cost for prescription drugs. For the 12-month period 9/1/17 - 8/31/18, the per employee per monthly (PEPM) prescription drug cost was \$418.94. Specialty drugs is one the reasons for the high cost and we expect to see the cost for specialty drugs to continue with the growth of the biotech industry.

Staff has provided 3 different Café Cash Contributions scenarios below, based on employee only coverage on PPO Plan 2:

2019 Café Cash Rate – Employer Contribution	\$820.00	\$845.00	\$861.00
Monthly Cost of Employee Health Care – Full Coverage Plan 2 PPO, Dental & Vision	\$961.08	\$961.08	\$961.08
Amount of Increase to Employer Contribution	0.00	25.00	\$41.00
Amount of Increase to Employee Contribution	\$40.46	\$15.46	<\$0.54>
% of employee contribution increase	40.2%	15.4%	-0.5%
Employees Currently fully insured	34	34	34
Total Budget Impact for 18/19	<\$72,432>	<\$10,722>	<\$6,769>

Staff Recommendation: It is staff's recommendation that the Board chose a 2019 Café Cash Contribution rate of **\$861.00** effective with the December, 2018 payroll.

9.2



PROPOSITION 39 – LED RETROFIT

BACKGROUND

- 12.17.2017 - First Note Financial prepared and submitted on behalf of Pacific View Charter School an Energy Audit Report to California Energy Commission for our Prop. 39 Energy Expenditure Plan.
- 01.02.2018 - California Energy Commission approved our Energy Expenditure Plan Report granting Pacific View Charter School the sum of \$21,622.80 to replace the existing Interior/Exterior Lighting fixtures to LED Fixtures at our Moreno Valley Facility.
- First Note Financial facilitated the bidding process releasing a Request for Proposals (RFP) on 07.20.2018 to twenty (20) bidders and holding an onsite Bidder's Walkthrough on 08.08.18.
- A total of four (4) bid proposals were received.
 - Energy Retrofit
 - FESS
 - Highlands
 - ReGreen
- First Note Financial created the attached LED Project Bid and Budget Review. PVCS staff then met with the First Note Financial Project Management Team to review all submitted bids. It was determined that Option A best suited the school's needs. Staff then reviewed warranty options and performed due diligence.

STAFF RECOMMENDATION:

Staff recommends the acceptance of ReGreen Option A bid in the amount of \$14,940.63

Pacific View Charter		LEA EEP Budget	Rebates & Grants	LEA EEP Budget (Without Rebates/Grants)	Contractor	Proposal	Contract Price	Under Budget	Over Budget	Notes
Interior Lighting	Line Voltage Retrofit of 1lamp T8 Flourescent	\$ 135.00	\$ -	\$ 21,622.80			\$ -			
	Line Voltage Retrofit of 2lamp T8 Flourescent	\$ 3,542.40	\$ -							
	Line Voltage Retrofit of 3lamp T8 Flourescent	\$ 11,696.40	\$ -							
	Replace CFL lamps	\$ 1,053.00	\$ -							
Exterior Lighting	Replace CFL lamps	\$ 1,566.00	\$ -							
	Replace HID Fixtures	\$ 1,485.00	\$ -							
Lighting Controls	Install (13) Occupancy Sensors in Classrooms & Offices	\$ 2,145.00	\$ -							
HVAC	Replace (5) Packaged HP	\$ 75,000.00	\$ -	\$ 75,000.00	EMCOR		\$ 126,548.00	N/A	\$ (51,548.00)	Executed Contract. Note the school is paying \$51,548
Bldg. Envelope	Install Cool Roof for 12,060 sf, R6.4	\$ 78,390.00	\$ -	\$ 78,390.00	Arithane		\$ 79,989.00	N/A	\$ (1,599.00)	Contract been signed by Arithane -but not from Pacific View Charter
Solar PV	18.70 kW AC PV System	\$ 68,162.68	\$ -	\$ 68,162.68			\$ -			
Total				\$ 243,175.48			\$ 206,537.00	\$ -	\$ (53,147.00)	\$ 36,638.48 Amount Remaining

LED Lighting

Company	Scope of Work	Price	Under Budget	Over Budget	Ballast Removal	Sensors	DIR Registration	Prevailing Wage	Warranty	Exclusions
Energy Retrofit	Option A - Line Voltage Approach	\$ 18,310.23	\$ 3,312.57	N/A	Yes	Yes	Yes	Yes	All interior products carry a 5 yr. warranty. All exterior product carry a 10 yr. warranty. Sensors carry a 2 yr. warranty. ERC will guarantee all materilas, equipment and workmanship for a period of 1 yr. from date of final completion.	
	Option B - Replacement Fixtures /Kits	\$ 30,707.79	N/A	\$ (9,084.99)	Yes	Yes				
FESS	Option A - Line Voltage Approach	\$ 19,599.00	\$ 2,023.80	N/A	Yes	Yes	Yes	Yes	FESS will provide a quality of workmanship warranty for a period of 1 yr. from the date of substantial completion/final invoice whichever is earlier. Materials/equipment found to be defective during the workmanship warranty period are covered by Manufacturer's waranty, if available. Material & equipment warranties are to be applied for by Client. Labor to replace defective/manufacture's wantned products is not covered by FESS workmanship warrantee.	
	Option A1 - Low Voltage Lamp & External Driver Retrofit Approach	\$ 22,531.00	N/A	\$ (908.20)	Yes	Yes				
	Option B - Replacement Fixtures /Kits	\$ 36,208.00	N/A	\$ (14,585.20)	Yes	Yes				
Highlands	Option A - Line Voltage Approach	\$ 24,832.99	N/A	\$ (3,210.19)	Yes	No	Yes	Yes	Highlands agrees to repair/replace without any expense to the Owner, ordinary wear & tear & unusual abuse/neglect excepted, any or all work that may prove to be defective in its workmanship, materials, or fail to conform to Contract requirements together with any work that may be damaged/dispaced by so doing within a period of (1) yr. form date of Substantial Completion, unless greater requirements are otherwise stipulated in the Contract Documents.	
	Option B - Replacement Fixtures /Kits	\$ 76,318.33	N/A	\$ (54,695.53)	Yes	Yes				
ReGreen	Option A - Line Voltage Approach	\$ 14,940.63	\$ 6,682.17	N/A	Yes	Yes	Yes	Yes	Interior & Exterior products carry a 5 yr. manufacturer warranty. Sensors carry a 5 yr. warranty. ReGreen warranty is for a period of (1) year from the completion date.	
	Option B - Replacement Fixtures /Kits	\$ 24,784.35	N/A	\$ (3,161.55)	Yes	Yes				

ReGreen, Inc.'s Response to **Pacific View Charter**

Request for Proposals, on Behalf of First Note Finance, Inc., for Turnkey LED Lighting
Retrofit Contractors

Submitted to Pacific View Charter
3670 Ocean Ranch Boulevard
Oceanside, CA 92056

ReGreen, Inc.

120 Standard Street
El Segundo, CA 90245
Phone: 310-920-0747

Email: carly@regreencorp.com



Letter of Interest

August 28, 2018

To Whom It May Concern,

Please accept this letter of interest for ReGreen Inc.'s intent to bid on its request for proposal for Pacific View Charter. We have a proven, long-standing commitment to servicing educational institutions. We focus on enhancing the visual environment, maximizing energy savings, and creating an extended learning opportunity via green technology. Our passion and expertise has given us the opportunity to complete numerous projects within the education sector. We look forward to collaborating with you and helping you improve the overall efficiency of your space.

ReGreen is a turnkey energy solution integrator for lighting, intelligent building controls, and solar (photovoltaic and thermal). At ReGreen, we are committed to the health and well-being of all people and our planet ahead of profits. Our goal is to simplify the process of reducing your energy consumption through our suite of services. Our in-house expertise and full-service offerings, provide you with exclusive support and resources, allowing you to enjoy a streamlined process from start to finish.

ReGreen has worked alongside K-12 schools, community colleges, and public universities on energy efficiency projects throughout the state. We have helped institutions like the La Canada Unified School District, Tustin Unified School District, Santa Ana Unified School District, and Santa Monica College reduce energy consumption through projects tailored to their specific needs. Outside of education, we have grown to a successful and trusted company that has completed over 4,500 projects on over 700 million square feet of property space.

Thank you for the opportunity to become your lighting partner.

Chad Clark
President
ReGreen, Inc.

120 Standard Street
El Segundo CA 90245
Phone: (310) 920-0747
Fax: (213) 621-7792



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1. Company Profile

ReGreen is a turnkey LED lighting and solar photovoltaic energy solutions provider. Our lighting division, specifically, offers fully in-house execution of projects, which includes the design, procurement and transportation of materials, installation, disposal, and management of a project from start to finish. Furthermore, over the past 5 years ReGreen has been in business, we have completed over 1,000 projects. Our clients range from Unified School Districts such as Santa Ana USD, to commercial retail stores such as Whole Foods. ReGreen has successfully completed some of the largest clean energy projects in California.

- a. We are ReGreen, Inc., an S-Corporation. We are headquartered at 120 Standard street, El Segundo, CA 90245.
- b. We have 40 full-time and part-time employees
- c. We have been in business for 9 years, being founded in 2008.
- d. Carly Moss, our Business Development Manager and will oversee the client relationship and answer any questions regarding pricing, schedule, and contract negotiation. Her telephone and email are carly@regreencorp.com and (469) 422-0676, respectively.
- e. Chad Clark, our president, is ALA (American Lighting Association) and NCQLP (National Council of Qualified Lighting Professionals) Certified. Karina Branum, our Director of Operations, holds an MBA from Loyola Marymount University. Michael Horng, our Engineering Manager, is a LEED green associate and an accredited civil engineer.
- f. Kevin Refoua is CEO of ReGreen
- g. Our Director of Operations, Karina Branum, will oversee all projects performed for Fenton Avenue Charter and governed under the Program Contract. Her telephone and email are karina@regreencorp.com and (213) 378-1761, respectively.

2. Project References

1. Customer: Odyssey Charter School

Address: 725 W. Altadena Dr. Altadena, CA 91001

Contact Individual: Rachelle Martinez

E-mail: rachellem@ocsmail.org

Phone Number: (626) 229-0993 EXT 7006

Contract Amount: \$484,187.00

Years in Business with ReGreen Corporation: 1

Description of Services: Interior and Exterior LED Lighting



2. Customer: Glendale Unified School District
Address: 223 North Jackson St. Glendale, CA 91206
Contact Individual: Raymond Mikaily
E-mail: rmikaily@gusd.net
Phone Number: (818) 618-3825
Contract Amount: \$227,237.41
Years in Business with ReGreen Corporation: 1
Descriptions of Services: Interior and Exterior LED Lighting

3. Customer: Environmental Charter School
Address: 812 W 165th Pl, Gardena, CA 90247
Contact Individual: Alayna Santos
E-mail: alayna_santos@ecsonline.org
Phone Number: (310) 425-1605
Contract Amount: \$143,751.11
Description of Services: Interior & Exterior LED Lighting

3. Warranty

Please see attachment for Warranty information

4. Product Information

Please see attachment for cut sheets

5. Bid Form and Schedule of Values

Please see attachment for bid form and Schedule of Values





Product and Labor Warranty

August 28th, 2018

Congratulations, you have completed an Energy Upgrade/Retrofit and are now covered under the ReGreen partnership warranty. In addition to reducing your carbon footprint, enhancing your environment, and saving you money, ReGreen has also installed various current technologies that are designed to last much longer than your previous, which also save on maintenance.

As you know products can experience untimely failures due to defective parts, bad manufacturing runs, or sometimes just the unidentifiable problem that could not be predicted. In these cases, ReGreen has got you covered! Below is a summary of the manufacturer warranty coverage for your project. We appreciate your business and look forward to partnering with you in the future!

Materials (manufacturer coverage):

LED lamps: 5yrs.

LED Luminaires (fixtures): 5yrs.

LED Drivers/Transformers: 5yrs.

Lighting Controls (sensors, dimmers, switches, and timers): 5yrs.

Note: warranty does not cover abuse, modification, pre-existing structure or electrical conditions, and/or any other pre-existing issues or damage caused by others. Warranty covers manufacturer related defects and failures only. Replacement parts are subject to manufacturer standard lead times at time of claim.

Labor (ReGreen coverage)

ReGreen guarantees all work performed to be free from installation defects for a period of 1 year from the completion date of a project. Please allow for a 7 day response time and note that if lighting equipment is required, lead times will need to be considered.

Location(s) covered under this warranty: _____

Pacific View Charter

Bid Form & Schedule of Values for OPTION A – LINE VOLTAGE LED LAMP RETROFIT APPROACH

Date: 8/28/2018 Company: ReGreen, Inc.

Email: chad@regreencorp.com

Name: Chad Clark Telephone: 310.920.0747

Pacific View Charter

		PRICE OF				Schedule of Values (5)	Estimated Rebates (6)	Payer(s) of Rebates (7)
		Interior Fluorescent Tube Fixture Retrofit (1)	Interior Bulb Retrofit (2)	Exterior Lighting Retrofit (3)	Occupancy Sensors (4)			
Option A	Line Voltage Lamp Retrofit Approach							
1	Pacific View Charter Lighting Products	\$ 3,942.15	\$ 1,092.55	\$ 366.78	\$ 3,292.83	60%	\$ -	SCE*
2	Pacific View Charter Installation Labor, Lamp & Ballast Disposal	\$ 2,628.10	\$ 728.36	\$ 244.52	\$ 1,975.70	36%		
3	Pacific View Charter Cost of Permits and Inspections	\$ 328.51	\$ 91.05	\$ 30.56	\$ 219.52	4%		
TOTAL TURNKEY FIXED PRICE:						100%		

Total: \$ 14,940.62

*No rebate available on Line Voltage Lamp Retrofit with SCE

Please list the DLC product numbers for the lighting products included in the Option A – Line Voltage LED Lamp Retrofit Approach table above

DLC Number	Product Description and Lamp or Fixture Lumens	Includes Integrated Area Controls or Occupancy Sensing? (Yes / No)	Includes Integrated Dimming Controls? (Yes / No)	Product Cut Sheet Provided with Bid? (Yes / No)
PCG3GEYZ	4FT LED T8, 14W, 4000K, 1800 LM	No**	No**	Yes

**See attached proposal for control details

I, (name) Chad Clark, am qualified to make this bid-offer commitment on behalf of my company. The fixed, turnkey price provided is all-inclusive. I understand that this bid is provided to the client without expectation for compensation of any kind for the cost of preparing it, and that the Client (Pacific View Charter), or its designated Energy Manager (First Note Finance inc) may reject this bid if it is not responsive, complete or submitted after Tuesday, August 28, 2018, 4:00 PM.



PACIFIC VIEW CHARTER - LINE VOLTAGE LED LAMP RETROFIT (OPTION A)

REBATE & SAVINGS SUMMARY

COST SUMMARY

MATERIAL:	\$5,671.55
LABOR:	\$3,781.03
CONTROLS:	\$5,488.05
TOTAL:	\$ 14,940.63

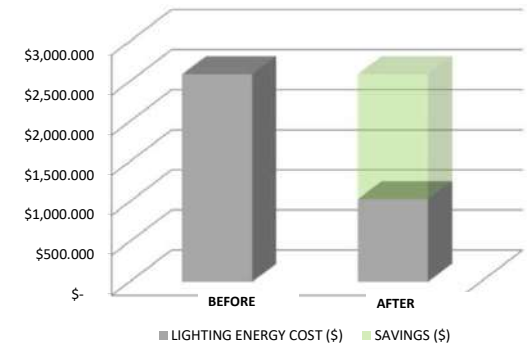
Energy Savings Summary	kW	kWh
Lighting Existing	8.902	18516.160
Lighting Proposed	4.284	7378.518
Lighting Savings	4.619	11137.642
Maintenance Savings per year		\$1,834.00
Utility Savings /yr @ \$0.14 /kwh.....		\$1,559.27
Estimated Incentive	Amount	
Lighting Energy Incentive		\$0.00
Lighting Demand Incentive		
Final Incentive (Estimate).....		\$0.00
Scope of Work		
General		
Replace all linear lamps with LED T8 lamps, CFL Lamps with LED PL lamps, and HID Lamps with LED replacements. (See attached for details)		

Occupancy Sensors (included in bid price)

- (2) Dual-Tech Ceiling Sensors for restrooms to ensure coverage with obstructions in rooms.
- (8) Passive Infrared Wall Sensor Switch for offices, storage rooms, and utility rooms.
- (9) Passive Infrared Ceiling Mount Sensors for areas with clear line of sight, including classrooms; and (11) Power Packs wired to line voltage circuits where ceiling sensors are used.



UTILITY SAVINGS (\$) / YR.



NOTES:	OPTIONAL: REGREEN MONTHLY SERVICE	*PARTNER PAYMENT PROGRAM	
5 Year warranty on all materials	Monthly site visits (available upon request):	Term (days):	net 15
1 year warranty on labor	Repairs and Maintenance	Payment:	Full
1 year no Maintenance Guarantee!	Emergency Calls	Energy Savings (\$):	129.94 /MON
Pricing good for 45 days unless otherwise agreed	Energy Monitoring	Maintenance Savings (\$):	152.83 /MON
Rebates and Incentives Subject to change	Commissioning	Savings realized during payment term (\$):	n/a /MON
Labor and Materials Included	ReGreen services are guaranteed for a period of 2 years	E&M Savings realized after payment term (\$):	282.77 /MON

9.3



PROPOSITION 39 – SOLAR PROJECT – MORENO VALLEY

BACKGROUND

- 12.17.17 - First Note Financial prepared and submitted on behalf of Pacific View Charter School an Energy Audit Report to California Energy Commission for our Prop. 39 Energy Expenditure Plan.
- 01.02.18 - California Energy Commission approved our Energy Expenditure Plan Report granting Pacific View Charter School the sum of \$68,162.68 for installation of an 18.7 KW AC Solar PV system at our Moreno Valley Facility. This system will produce 28,048 kWh in the 1st year of production. We are currently using approximately 88,466 kWh per year. 1st years energy savings for the solar project only is estimated at \$5,429.00 or a reduction of 19%. When combined with the Cool Roof, new HVAC and Lighting system the projected reduction of utility cost is 67.9%
- First Note Financial facilitated the bidding process, releasing a Request for Proposals (RFP) on 07.20.18 to twenty (20) bidders. An onsite Bidder's Walkthrough was held on 08.08.18, with six (6) bidders.
- A total of Five (5) bids were submitted and fully vetted by Pacific View Charter in conjunction with 1st Note Financial.
 - Burrola Construction Co dba Palm Solar Construction
 - ReGreen, Inc
 - Simply Solar
 - Stellar Solar
 - Sunworks Solar Power
- First Note Financial created the attached Solar Project Bid and Budget Review. PVCS staff then met with the First Note Financial Project Management Team to review all submitted bids, performed due diligence, and review 1st Note's warranty and component recommendations.

STAFF RECOMMENDATION:

Staff recommends the acceptance of Stellar Solar bid in the amount of \$55,195.00 (attached).

Pacific View Charter		LEA EEP Budget	Rebates & Grants	LEA EEP Budget (Without Rebates/Grants)	Contractor	Proposal	Contract Price	Under Budget	Over Budget	Notes
Interior Lighting	Line Voltage Retrofit of 1lamp T8 Flourescent	\$ 135.00	\$ -	\$ 21,622.80			\$ -			
	Line Voltage Retrofit of 2lamp T8 Flourescent	\$ 3,542.40	\$ -							
	Line Voltage Retrofit of 3lamp T8 Flourescent	\$ 11,696.40	\$ -							
	Replace CFL lamps	\$ 1,053.00	\$ -							
	Replace CFL lamps	\$ 1,566.00	\$ -							
Exterior Lighting	Replace HID Fixtures	\$ 1,485.00	\$ -							
Lighting Controls	Install (13) Occupancy Sensors in Classrooms & Offices	\$ 2,145.00	\$ -							
HVAC	Replace (5) Packaged HP	\$ 75,000.00	\$ -	\$ 75,000.00	EMCOR		\$ 126,548.00	N/A	\$ (51,548.00)	Executed Contract. The school is paying \$51,548.
Bldg. Envelope	Install Cool Roof for 12,060 sf, R6.4	\$ 78,390.00	\$ -	\$ 78,390.00	Arithane		\$ 79,989.00	N/A	\$ (1,599.00)	Contract been signed by Arithane -but not from Pacific View Charter
Solar PV	18.70 kW AC PV System	\$ 68,162.68	\$ -	\$ 68,162.68			\$ -			
Total				\$ 243,175.48			\$ 206,537.00	\$ -	\$ (53,147.00)	\$ 36,638.48 Amount Remaining

Approved EEP	\$ 68,162.68	28,048	18.7	\$ 3.65	\$ 2.43
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Solar PV

Company	Price	Under Budget	Year 1 Production (kWh)	Size (kW AC)	\$/watt	\$/kWh	DIR Registration	Prevailing Wage	Modules		Inverter(s)		Warranty	Exclusions	Differences
									Quantity	Type	Quantity	Type			
Burroia	\$ 62,645.00	\$ 5,517.68	33,719	18.70	\$ 3.35	\$ 1.86	No	Yes	62	Hanson Technics nHS340TD	2	Frontius Primo 10.0 (208V)	3 yr. warranty - repair any defect in the workmanship of the structure caused by a defect in workmanship within the scope of this warranty. Company will administer the manufacturers' warranties for defective system components with the repair & replacement of these components at no cost. Warranty period shall commence on date of acceptance of the project by owner.		
ReGreen	\$ 57,600.00	\$ 10,562.68	34,426	18.21	\$ 3.16	\$ 1.67	Yes	Yes	60	Canadian Solar CS3U (335W)	1	Solar Edge SE20KUS (480V)	10 yr. limited product warranty & 25 yr. limited performance warranty. 10 yr. limited product warranty. ReGreen guarantees all work performed to be free from installation defects for a period of 1 yr. from the completion date of project.		
Simply Solar	\$ 67,200.00	\$ 962.68	33,148	18.74	\$ 3.59	\$ 2.03	Yes	Yes	60	REC Solar (350W)	1	Solar Edge	25 yr. warranty on modules and 20 yr warranty on inverter	Roof upgrades. No upgrades on utility transformer, switch gear, and/or subpanel. Existing code violations.	
Stellar Solar	\$ 55,195.00	\$ 12,967.68	28,356	18.46	\$ 2.99	\$ 1.95	Yes	Yes	52	SunPower SPR-P17 (355W)	1	SMA	25 yr. module warranty. 10 yr. warranty on inverter.		
SunWorks	\$ 57,665.00	\$ 10,497.68	32,325	18.8	\$ 3.07	\$ 1.78	Yes	Yes	62	Trina Solar TSM-DE14A (345W)	1	Solar Edge SE20KUS (480V)	Standard Warranty: Includes a pass thru of all manufacturers warranties, a 1 yr. warranty on all parts & workmanship, and a 4 yr. warranty on defective installation.	25 yr bumper to bumper warranty, O&M, painitng of conduits, wireless monitoring, civil plans, working nights/weekeneds, relocation of walking pads, dust control, off site traffic control, staking, ADA compliance, landscape improvement plans, security alarm/cameras, performance bonds, hazardous material abatement, relocation of any existing utilities, spare parts, panel upgrades or carport structural upgrades if necessary. Trenching is not included. Permits & plan check fees are to be reimbursed by Pacific View or ownership.	No 25 yr. warranty on all workmanship and parts
	\$ 58,518.00	\$ 9,644.68	32,325	18.8	\$ 3.11	\$ 1.81	Yes	Yes	62	Trina Solar TSM-DE14A (345W)	1	Solar Edge SE20KUS (480V)	25 yr. warranty is "bumper to bumper" on all workmanship & parts. For a period of 25 yrs, SunWorks shall bear full cost for diagnosing, repairing, or at SUNworks sole discretion, replacing any component of the PV system installed by SUNworks that fails/suffers malfunction, except to the extent such failure or malfunction is covered by the PV System component manufacturers warranty. In no event will SUNworks liability under this warranty exceed the total replacement cost of the system.	O&M, painitng of conduits, wireless monitoring, civil plans, working nights/weekeneds, relocation of walking pads, dust control, off site traffic control, staking, ADA compliance, landscape improvement plans, security alarm/cameras, performance bonds, hazardous material abatement, relocation of any existing utilities, spare parts, panel upgrades or carport structural upgrades if necessary. Trenching is not included. Permits & plan check fees are to be reimbursed by Pacific View or ownership.	25 yr. warranty on all workmanship and parts

SUNPOWER®

by Stellar Solar

SunPower by Stellar Solar Commercial Capabilities Overview





by Stellar Solar

Contents

Section 1.....Incorporation

Section 2.....Details

Section 3.....Company Profile - Services and Capabilities

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Section 5.....Ownership Structure

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Section 7.....Sample Products

Section 8.....SunPower Products

Item 1 Incorporation Details

Company Name: TMAG Industries Inc. – DBA Stellar Solar

Headquarters: 265 Via Del Monte, Oceanside CA 92058

Organized: 1998

Contractors License: 749095 C-10



Item 2

Company Profile - Services and Capabilities

SunPower by Stellar Solar has been installing high performance solar since 1998. We have always designed and installed best in class, highly efficient, and versatile solar photovoltaic (PV) systems using equipment from the world's leading solar manufacturers. We deliver customized solutions for all customer types to meet their energy needs with unparalleled customer service. High profile customers like the Salk Institute, Loyola University, City of Anaheim, U.S. Foodservice, Vandenberg Air Force Base, Cedars-Sinai Hospital, Scripps Ranch High School, and Los Angeles Unified School District have trusted Stellar Solar with their solar projects ranging in size from 7kW to more than 1MW. We are available for projects throughout North America and the world.

Your Partnership with SunPower by Stellar Solar

At SunPower by Stellar Solar, we have a customer centered approach and treat each client and project as an opportunity to deliver an individualized solution. We have a "listen first" philosophy and seek to understand and clarify our client's desired outcomes at the beginning of a project.

Services Provided By Our Team Include:

- **Grants, Tax Credit and Incentive Program Experts**

This critical service is a significant Stellar differentiator. Our team is up to speed on every possible federal, state, and local incentive to enable you to go solar for the least amount of out-of-pocket expense. We explain these options in an easy to understand format focused on your bottom line.

- **Solar Opportunity Evaluation**

We start with a site survey to determine PV array layout, conduit routing, electrical interconnection, shading, wind and structural analysis. Based on the site assessment, an analysis of the utility bills and electrical consumption is performed. A financial and environmental benefits summary is also provided. Our thorough financial approach ensures the maximum benefit from all available programs and incentives.

- **System Design and Engineering**

Professional CAD drawing to illustrate panel and inverter selections along with system layouts; electrical three-line diagrams provide string and wire sizing, and detailed specifications for the inverters and the buildings interconnection. A structural analysis is also provided and these drawings are stamped by a professional engineer.

Continued on Next Page

Item 2 Company Profile Continued

- **Permitting and Rebate Processing**

Our true turnkey services include management of all paperwork including federal and state cash incentives, utility interconnection agreements, net-metering applications, local building and electrical permits.

- **System Installation**

Project management and planning with projected timelines and milestones met by professional, Stellar crew members with minimal disruption to your daily operations. Comprehensive regulatory compliance including all post installation inspections.

- **Financing Solutions**

Trained project developers review and compare various financing options including capital purchase or bank loans, operating leases and power purchase agreements.

- **Monitoring and Maintenance**

Ongoing system service including monitoring electricity output and performance. In addition to as-needed service over the system lifetime, Stellar offers several programmed service level offerings to meet customer expectations.

- **Pre and Post Installation Marketing and Public Relations Support (detailed in Item 8)**

Guidance on how to promote your installation with launch events, public relations support and visibility within your industry and community.

- **Employee Purchase Programs**

You have led by example by going solar, now offer solar to your employees or congregation with our discounted employee purchase plans. Stellar will set them up and administer them.



Item 3

Follow Up Contact

For more information regarding SunPower by Stellar Solar please contact:

Primary:

Name: Zac Dowell

Corporate Office: 265 Via Del Monte, Oceanside, CA 92058

Direct: 866-787-6527

Cell: 619-800-1786

Fax: 760-539-9923

Email: zac@stellarsolar.net

Backup:

Name: Kent Harle

Corporate Office: 265 Via Del Monte, Oceanside, CA 92058

Direct: 866-787-6527

Cell: 760-445-1627

Fax: 315-702-1701

Email: kent@stellarsolar.net



Item 4

Ownership Structure

SunPower by Stellar Solar is a privately held company.



Item 5

Organizational Structure

With nearly a decade installing residential and commercial solar, SunPower by Stellar Solar is one of the oldest and most experienced solar energy firms now operating in San Diego. Our contractor's license has been active since 1998 and we put that expertise to work for you with over 6,000 San Diego residential installations and over 10 megawatts of commercial solar installed in California.

We carry a C-10 contractor's license, considered the gold standard for PV Solar Electric installation. Many other companies hold only a C-46 plumbing license. We are also a Better Business Bureau accredited member and hold an A+ rating.

SunPower by Stellar Solar is wholly-owned, managed and operated by the experienced team below. We have the flexibility to make decisions in our clients' best interests, quickly and effectively. We run a lean business with low overhead and are quick to react to a constantly changing solar market.

Our executive team is the best and the brightest in the industry and strive to make the process of going solar easy for your business.

Key Executive Profiles



Kent Harle President

Founding partner Kent Harle has over 20 years experience in electrical contracting and project management, with an emphasis in PV Solar Energy, Energy Efficiency and Demand Side Management. He is a successful entrepreneur, launching Redline Performance Products and its line of Low-Emission, High-Performance Snowmobiles. He was also involved in several other start-up businesses including Energy Masters International which later became Chevron Energy Solutions. Solar is his passion, leading him to found SunPower by Stellar Solar over 10 years ago. His business savvy has enabled Stellar to experience consistent growth and has positioned the company as one of the leading residential and commercial solar integrators in San Diego. Kent holds several design patents and is currently working on a new, non-penetrating commercial solar mounting system.

Item 5

Key Executive Profiles Continued



Zac Dowell Commercial Sales Manager

Zac is certified by the California Home Energy Efficiency Rating Services (CHEERS) as a HERS rater, and is a LEED Green Associate (GA). Zac also has an Associate's degree in Architectural Engineering with over 9 years of work experience and apprenticeship training in the land surveying field. Zac's versatility has allowed him to wear many hats for Stellar since late 2009. Zac has spent time on the installation crew so he truly understands all the little details. He has Stellar design experience drawing and permitting PV systems from the ground up.



Brian Grems VP Operations

Brian is an experienced electrical engineer and licensed electrician. He is a Purdue graduate, who studied at one of the world's top PV research labs at the University of New South Wales in Australia. He began his career designing solar cells in a research & development laboratory then later moved into the field to specialize in systems design and installation. Brian is a founding partner in SunPower by Stellar Solar.



Michael Powers VP Sales and Marketing

Michael is a former marketing manager at Home Depot Supply and helped launch the national solar program at The Home Depot. Since 1999, he has been a board member of Global Energy Network Institute (GENI). In 2007, Michael was invited to speak on renewable energy at Stanford University and World Economic Forum in London. He trained in PV solar sales and installation at AstroPower (now GE Solar) before becoming a founding partner in SunPower by Stellar Solar.

Item 5

Key Executive Profiles Continued



David Boylan Director of Marketing & Business Development

David has marketed solar all over the country for integrators and manufacturers with annual revenue from \$1 - \$100 million annually, working with any size marketing budget. He has an extensive playbook of what marketing, events, and PR produces for both commercial and residential solar. He has worked with or for HelioPower, Borrego Solar, Siliken Solar, Bauer Power, Mercury Solar, Sequoia Solar, Third Sun Solar and is currently heading up Stellar's marketing and business development efforts. His experience is not limited to solar as he also brings 20 years of corporate and agency marketing experience to the table.



John Darlington Project Manager

John has over 25 years of Construction Management experience in projects ranging in size of up to 22 million dollars. He graduated Cal Poly at San Luis Obispo, CA with a degree in Construction Management and has managed construction at commercial and residential construction companies ranging from startups to established companies with up to \$30 million in annual sales. He is fully versed in project management and exerts total control over the estimating, bidding, scheduling, and budgeting on a project. In the 1990s, John was part of Martin Building Company, the firm at the forefront of the live-work loft trend in San Francisco, and in the early 2000s he served as VP Construction for a large condominium conversion company. His work has been featured in Sunset Magazine, Space Magazine, the San Francisco Chronicle, the Los Angeles Times and other noted design publications. John is managing our 500kW solar system at the renowned Salk Institute in La Jolla, California.

Item 7 Sample Projects

Following are several samples of SunPower by Stellar Solar projects completed or currently under way.



Item 6

Statement of Preparedness

SunPower by Stellar Solar is prepared to provide complete solar electric solutions including, but not limited to the design, engineering, installation, and complete equipment needs.





Cedars-Sinai

LOS ANGELES, CA

SunPower by Stellar Solar is proud to announce the February, 2013 activation of a solar car-port system that is part of the new Cedars Sinai LEED Platinum expansion. The system incorporates 1,100 SunTech 240 watt panels in multiple locations atop the hospital parking garage in the heart of Beverly Hills and utilizes 30 SMA Sunnyboy inverters. Graycore Construction was the general contractor assisting with this project.

PROJECT DATA

Installed Capacity	285 kWp
Modules	1,1000 x Suntech 240-watt modules
Inverter	30 x SMA Sunnyboy inverters
Date Placed into Service	February 2013



SUNPOWER®

by Stellar Solar



Salk Institute For Biological Sciences

LOS ANGELES, CA

The Salk Institute for Biological Studies is one of the world's preeminent research institutions and its campus is also world-famous architecturally. SunPower by Stellar Solar was therefore honored to be chosen to design and install its new 500kW PV solar system, which will cover the roof area of all four major buildings on campus but will not be visible from the ground, a key requirement. Stellar was selected because it was a local firm with a proven track record of success, according to Tim Ball, the Institute's senior director of facilities services. "We wanted to work with a firm that could integrate themselves easily into our existing work on a weekly basis. Stellar has the know-how to do that," he said.



PROJECT DATA

Installed Capacity	541 kWp
Modules	2,352 x Trina Solar 230-watt modules
Inverter	1 x SMA 500 kW inverter
Date Placed into Service	July 2011

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US Foodservice Inc.

LA MIRADA, CA

U.S. Foodservice is the second largest foodservice distributor in the U.S., operating over 75 warehouse and distribution facilities in 36 states. The company distributes food and related products to over 250,000 customers, including restaurants, healthcare facilities, cafeterias, schools and colleges. Not surprisingly, energy costs represent one of the company's largest single operating expenses so the firm turned to SunPower by Stellar Solar to help reduce electricity costs at its facility that serves the greater Los Angeles area. The roof-mounted array will produce an estimated 1.6 million kWh per year or roughly 20% of its overall needs.



PROJECT DATA

Installed Capacity	1.2 MWp
Modules	5,156 x Delsolar 230-watt modules
Inverter	2 x SMA 500 kW inverters
Date Placed into Service	July 2011

SUNPOWER®

by Stellar Solar



San Diego Cardiac Center

SAN DIEGO, CA

San Diego Cardiac Center selected SunPower by Stellar Solar to design and install a solar energy system in order to reduce their energy costs. "As a leading cardiac center in San Diego, we saw this as an important opportunity to also demonstrate our environmental leadership and save a significant amount of money," said Dr. Ron Miller, MD., of the San Diego Cardiac Center. "This was as much of a financial decision as it was an environmental one; we found we could produce our own solar electricity onsite for a cost that was about 70% lower than what SDG&E charges us. That said, we are very pleased to be contributing to cleaner air in San Diego and a healthier population."



PROJECT DATA

Installed Capacity	60 kWp
Modules	255 x Trina 230W modules
Inverter	5 SMA-7000 and 3 SMA-6000 inverters
Date Placed into Service	December 2011

SUNPOWER®

by Stellar Solar



Warmerdam Packing Co.

HANFORD, CA

Located in the San Joaquin Valley, the Warmerdam fruit packing facility hosts one of the largest solar energy systems in the agriculture industry. The installation covers over 170,000 sq ft – larger than 3½ professional football fields – and is producing over 1.2 MWh per year. The Warmerdam plant is known for innovative handling, cooling and packaging of produce such as cherries and kiwis. To support this operation, the solar array offsets about 60% of the electrical power needs of packinghouse and cold storage facilities. SunPower by Stellar Solar was able to complete this huge job under considerable time constraints: the project was awarded at the end of October and was completed by December 31st as needed for tax purposes.

PROJECT DATA

Installed Capacity	1 MWp
Modules	6,600 x 175-watt modules
Inverter	2 x Satcon 500kW inverters
Date Placed into Service	December 2007

SUNPOWER®

by Stellar Solar



Los Angeles Mission College

SYLMAR, CA

Located on the roof of a four-story parking structure on campus, this solar installation provides both parking shade and renewable electricity through its striking and innovative design. The solar panels alone cover about 17,000 sq. ft—roughly the size of a professional ice hockey rink. The solar array produces an estimated 233,000 kWh per year—enough to power 150–200 average homes and about 8% of the college's total usage. It is expected to save the college about \$80,000 per year.



PROJECT DATA

Installed Capacity	17 kWp
Modules	1,128 x Suntech Power 185-watt modules
Inverter	
Date Placed into Service	December 2007

SUNPOWER®

by Stellar Solar



First Unitarian Universalist Church of San Diego

SAN DIEGO, CA

SunPower by Stellar Solar was selected by the First Unitarian Universalist Church of San Diego to design and install a 73kW solar system.

Robie Evans, Director of Operations for the church played a key role in selecting a solar provider. "The selection of SunPower by Stellar Solar was made after meeting with several San Diego solar installers and a lot of research on their history, capabilities, and quality of people on their team."

Along with this being a very smart financial decision for the church, we feel that going solar is an important expression of our spiritual values which include being good stewards of the planet."

PROJECT DATA

Installed Capacity	73 kWp
Modules	290 Modules
Inverter	290 Enphase M215 Inverters
Date Placed into Service	March 2014

SUNPOWER®

by Stellar Solar



City of Tustin

TUSTIN, CA

SunPower by Stellar Solar was selected among several other solar contractors by the City of Tustin to design and install a 99 kW solar energy system for the roof at the Columbus Tustin Gymnasium.

The new solar system on the 9,900 sq. ft. gymnasium is projected to save the city \$23,000 annually in electrical costs in addition to reducing its environmental impact. The project was funded by the American Recovery and Reinvestment Act Energy Efficiency and Conservation Block Grant through the Department of Energy.



PROJECT DATA

Installed Capacity	99 kWp
Modules	423 REC 235-watt modules
Inverter	3 SMA-6000, (3) SMA-7000 and 6 SMA-8000 inverters
Date Placed into Service	August 2011

SUNPOWER®

by Stellar Solar



Scrooscoop Fastener Co.

CARLSBAD, CA

Our installation at Scrooscoop Fastener Co. was completed in May 2015. The system features 126 premium LG305w solar modules and was boosted by two SMA Sunny Tripower 2000TLUS inverters. Scrooscoop's 35.28kW system will produce clean solar energy in the company's headquarters located in Carlsbad, CA.

PROJECT DATA

Installed Capacity	32.58 kWp
Modules	126 LG280-watt modules
Inverter	2 SMA Sunny Tripower 20000TLUS inverters
Date Placed into Service	May 2015

SUNPOWER®

by Stellar Solar



Grace Lutheran

ESCONDIDO, CA

SunPower by Stellar Solar is pleased to announce the August 2015 installation of an impressive 150kW solar array at Grace Lutheran Church and Christian School in Escondido, CA. This system utilizes beautifully built solar parking canopies that are powered by 500 Hyundai 300w panels and uses 5 SMA Tripower 24000TLUS inverters and one 15000 TLUS inverter.



PROJECT DATA

Installed Capacity	150 kWp
Modules	500 Hyundai 300w panels
Inverter	5 SMA Tripower 24000TLUS inverters
Date Placed into Service	May 2015

SUNPOWER®

by Stellar Solar



Advanced Machining Solutions, Inc.

CHULA VISTA, CA

This is another notable solar installation we completed in May 2015 at Advanced Machining Solutions, Inc. in Chula Vista, CA. We are proud of the 85.4kW system which features 280 LG305w solar modules and uses 4 SMA Sunny Tripower 2000TLUS inverters.

PROJECT DATA

Installed Capacity	85.4 kWp
Modules	280 LG305w panels
Inverter	4 SMA tripower 20000 TLUS inverters
Date Placed into Service	May 2015

SUNPOWER®

by Stellar Solar



San Rafael Parish

SAN DIEGO, CA



PROJECT DATA

Installed Capacity	127.58 kW (DC)
Modules	400
Inverter	SolarEdge
Date Placed into Service	September 2016

SUNPOWER®

by Stellar Solar



Shaw Distribution Center

METHEUN, MA

PROJECT DATA

Installed Capacity	2.3 MW (DC)
Modules	7,700
Date Placed into Service	December 2014

SUNPOWER®

by Stellar Solar



King Chaves Preparatory Academy

SAN DIEGO, CA



PROJECT DATA

Installed Capacity	36.48 kW (DC)
Modules	114
Date Placed into Service	October 2016

SUNPOWER®

by Stellar Solar



St. Margaret Parish

OCEANSIDE, CA



PROJECT DATA

Installed Capacity	55.38 kW (DC)
Modules	156 LG 355S2W-A5
Date Placed into Service	2017

SUNPOWER®

by Stellar Solar



Weinberger Courthouse Carport

SAN DIEGO, CA



PROJECT DATA

Installed Capacity	155 kW (DC)
Modules	500 Hyundai HIS-M310TI
Date Placed into Service	3/31/2017

SUNPOWER®

by Stellar Solar



9876 Shooting Range

CORONADO, CA



PROJECT DATA

Installed Capacity	461.29 kW (DC)
Modules	1230 LG 365N2W-B3 on roof, 36 Prism Solar BI60 343W
Date Placed into Service	In Progress

SUNPOWER®

by Stellar Solar

Item 8 Marketing & PR Support

Marketing – Public Relations – Events – Employee Discount Program – Community Outreach

With most solar integrators, once the system is installed there is little, if any communication with the customer. At SunPower by Stellar Solar, we make our marketing team available soon after the contract is signed, that's when they love to get involved and our passion for solar becomes even more evident. Stellar can help our customers get the most out of your solar installation before, during, and after it is installed. Our marketing team has extensive experience helping organizations who go solar get recognized and utilize your system to help spread the solar word. Press releases announcing the project, signage during installation, launch events, system tours, in-school solar curriculum, hosting community seminars at your location, implementing employee and parent purchase programs, permanent signage and aerial photography are just examples of the type of support Stellar provides. We are open to ideas and welcome collaboration with your internal or external marketing and communications team. Here are some details.

Marketing

Stellar has an internal marketing team that can team up with our customers to design ads and promotions that can help you promote your passion for solar to the local and regional communities. We will photograph the system, either from the roof, or drone, so you have the images of your system you need to show it off. We will also design ads and or stories touting your system.

Public Relations

We will get your installation and the events surrounding it noticed in the press. Our PR team lives for opportunities like this that bring solar and medicine together. Social media is also utilized to promote our customers installations and events.



Item 8

Marketing & PR Support Continued

Events

Our marketing team has a strong track record of producing amazing events at schools, solar powered organic farms, breweries, retailers, and many other businesses around the country that have gone solar. We want to share our event planning experience and resources with you.

Employee Discount Solar Program

Stellar will create an employee purchase program tailored specifically to the needs of your staff. This will enable them to follow your lead and go solar at drastically reduced rates.

Community Outreach

All of the above mentioned campaigns make up our overall community outreach strategy. This strategy evolves and improves with each system we install. We will collaborate with you on the most effective way to approach this and would welcome the opportunity to work together.



SUNPOWER®

HELIX™

THE WORLD'S FIRST FULLY-INTEGRATED COMMERCIAL SOLAR PLATFORM



What happens when an entire organization works well together?

Efficiencies soar. Output increases. Goals are reached.

It's no easy feat, but when it happens, it's transformative.

That's the power of seamless integration.

And the inspiration behind

the all-new Helix platform from SunPower.

The world's first fully-integrated commercial solar solution.

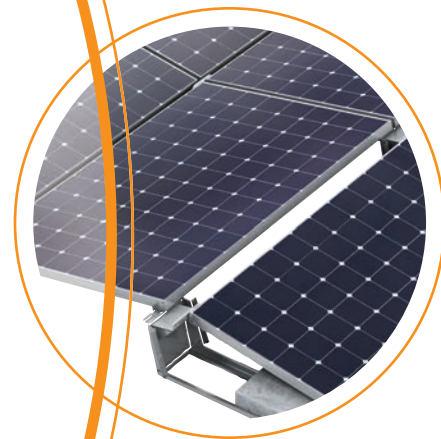
From solar cells to software,

each system is designed to interact perfectly,

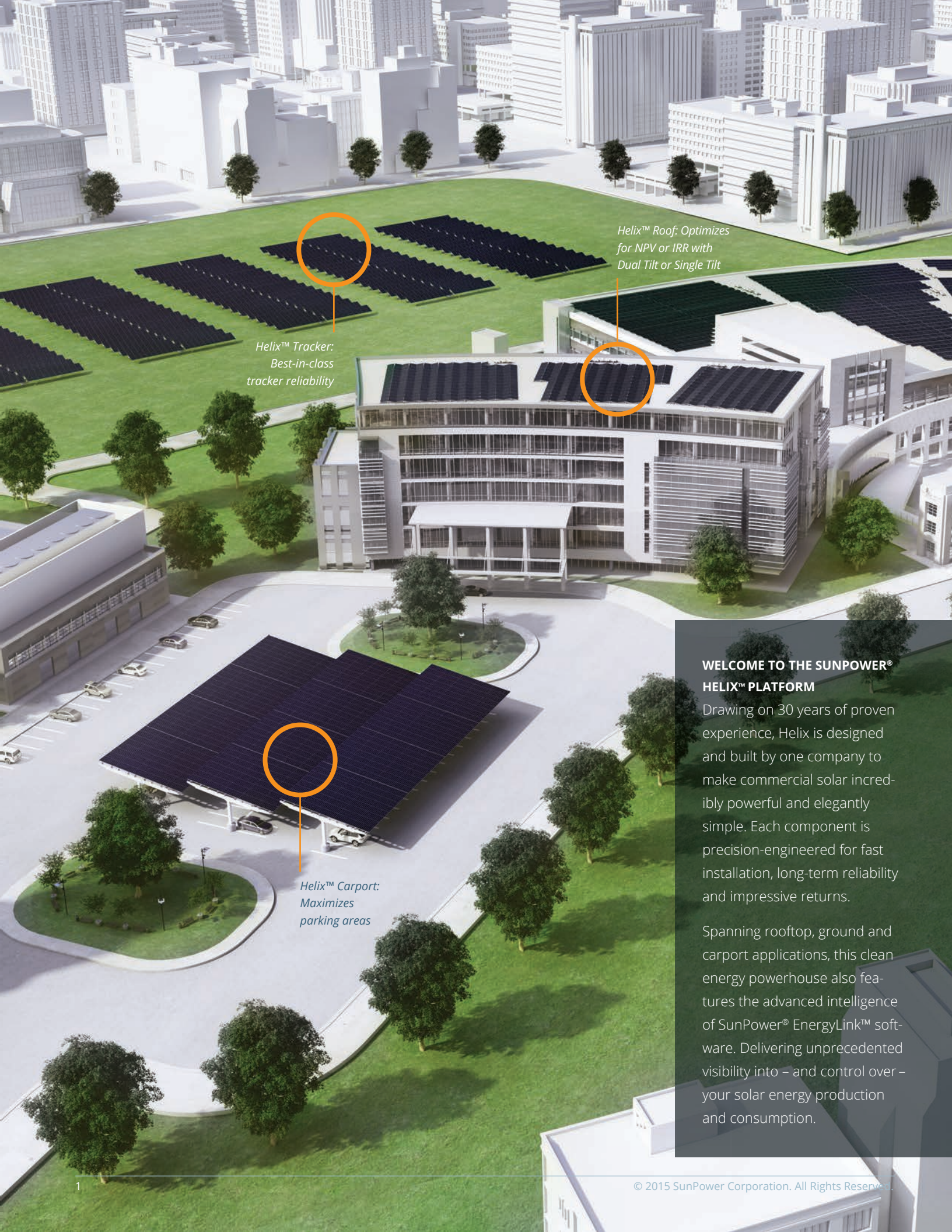
delivering powerful results and exceptional value.

One unified vision. One revolutionary solar platform.

Introducing Helix from SunPower.



THE POWER OF ONE™



*Helix™ Tracker:
Best-in-class
tracker reliability*

*Helix™ Roof: Optimizes
for NPV or IRR with
Dual Tilt or Single Tilt*

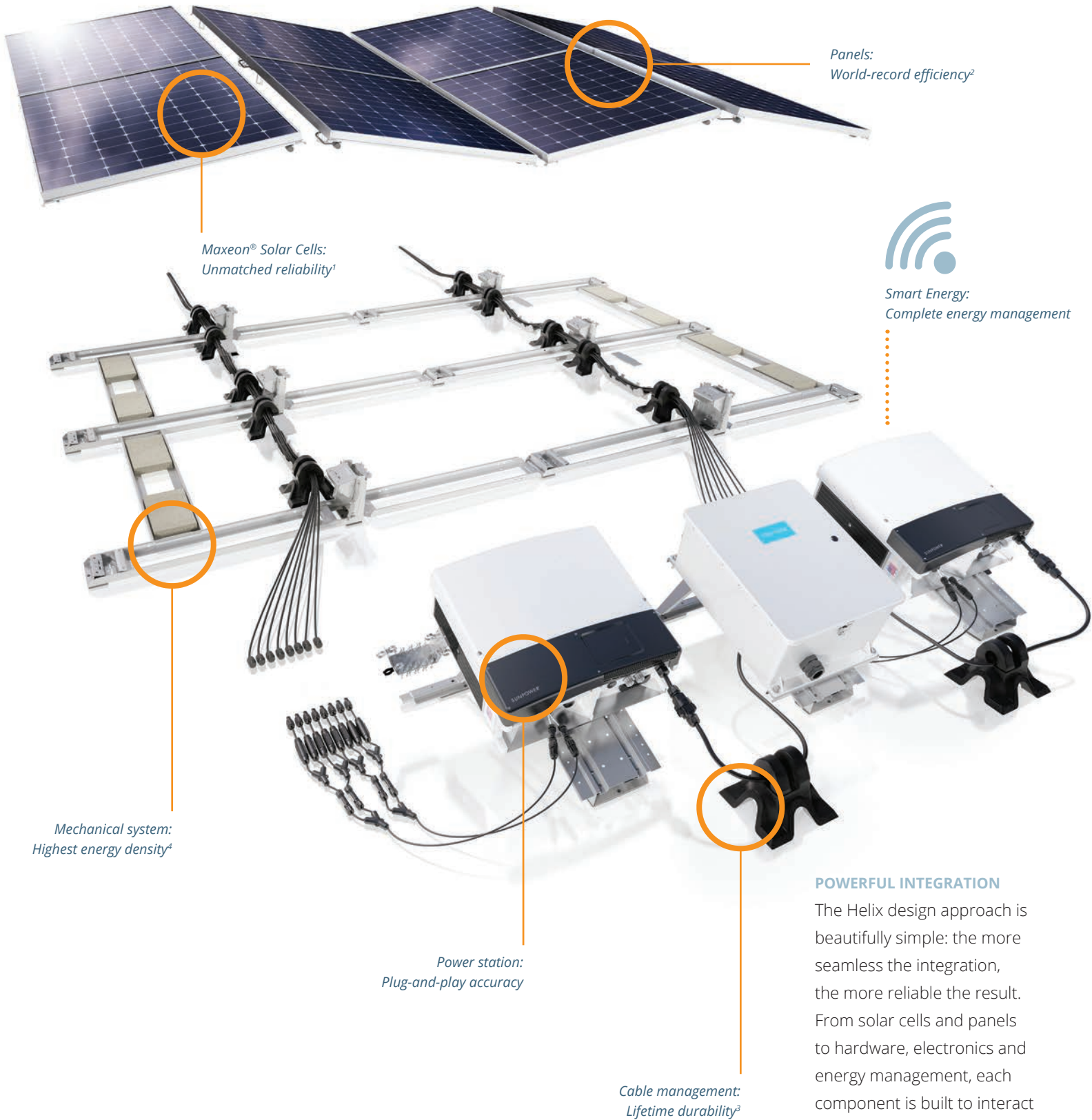
*Helix™ Carport:
Maximizes
parking areas*

WELCOME TO THE SUNPOWER® HELIX™ PLATFORM

Drawing on 30 years of proven experience, Helix is designed and built by one company to make commercial solar incredibly powerful and elegantly simple. Each component is precision-engineered for fast installation, long-term reliability and impressive returns.

Spanning rooftop, ground and carport applications, this clean energy powerhouse also features the advanced intelligence of SunPower® EnergyLink™ software. Delivering unprecedented visibility into – and control over – your solar energy production and consumption.

THE POWER OF ONE™



POWERFUL INTEGRATION

The Helix design approach is beautifully simple: the more seamless the integration, the more reliable the result. From solar cells and panels to hardware, electronics and energy management, each component is built to interact flawlessly with the next, yielding dramatic efficiencies and greater reliability.

BETTER BY DESIGN

Unique light-trapping surface yields more power than conventional solar cells

Ultra-pure silicon delivers optimal power conversion

CELLS

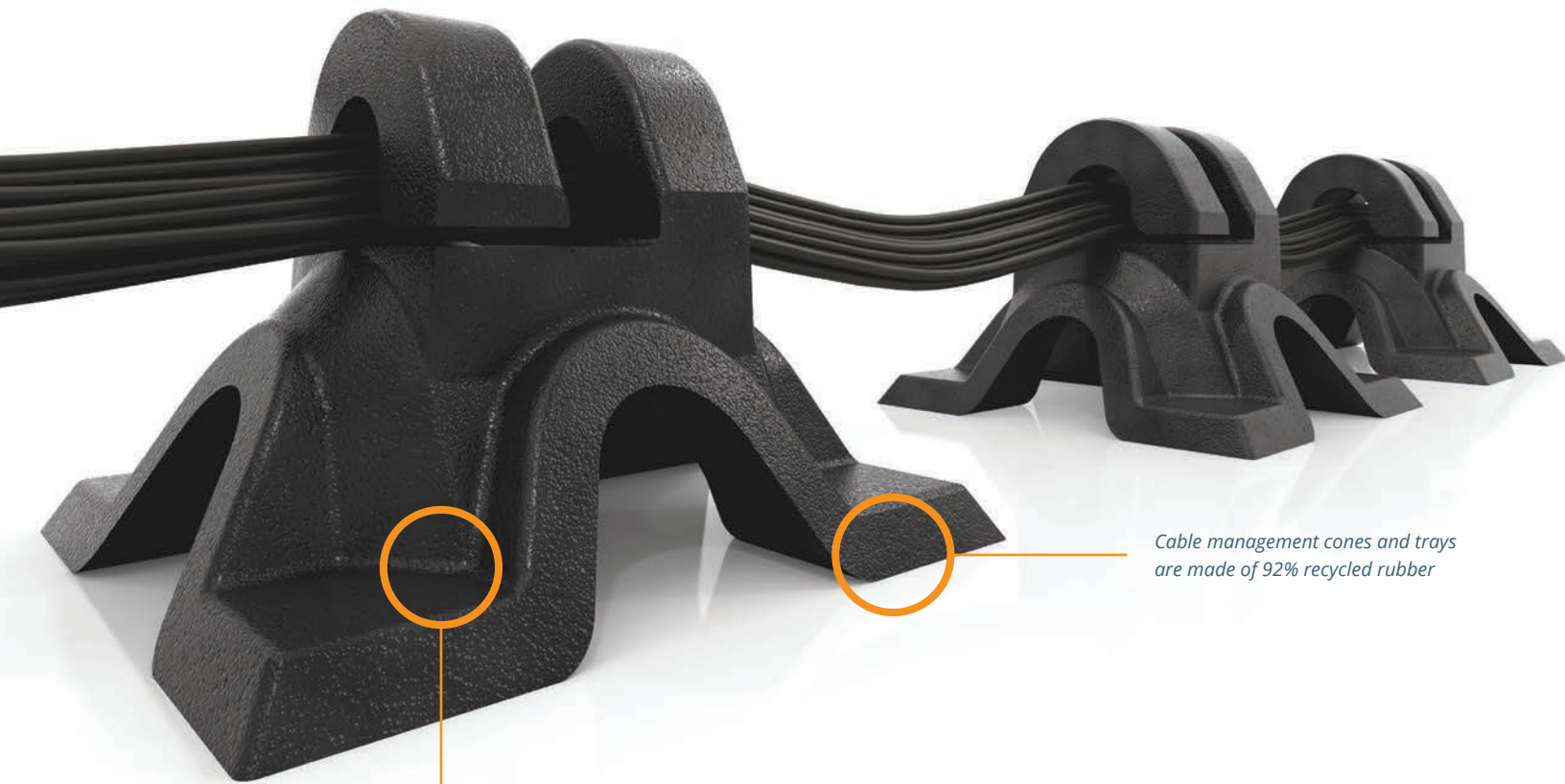
SunPower® Maxeon® solar cells look different because they are different – and better. The heart of the Helix platform, their seamless surface captures more sunlight, thanks to our innovative back-contact design. Our patented cell structure also eliminates the causes for cell breaks and corrosion from temperature swings and damp heat, which account for 86% of the reasons conventional cells fail.⁵ So you enjoy unmatched reliability and more savings over the lifetime of your system.

PANELS

The world-record setting efficiency of SunPower panels⁶ is unmatched in the commercial market today. They produce 60% more energy from the same space over the first 25 years than conventional panels,⁷ with less degradation over time. In fact, SunPower panels rank #1 in durability⁸ according to energy experts. So you can feel confident you've invested wisely in the clean energy future of your organization.

Helix Roof Dual Tilt fits more panels in the same space to provide optimal energy density

Solid copper foundation adds massive strength



The first cable management system specifically designed for our commercial solar platform

Helix has the only preconfigured power station in US commercial solar. This reduces field connection steps by 67%⁹



Cable management cones and trays are made of 92% recycled rubber

Our holistic design approach means every component is precision-engineered specifically for Helix, including often-overlooked elements like the power station and cable management systems.

POWER STATION

Built in a quality-controlled factory environment, the electrical connections of the Helix power station are preconfigured for easy interconnection. Inverters and panel boards arrive on-site ready for fast installation, with no field wiring or tools required.

Not only does this reduce installation time, it greatly improves system reliability. After all, when 100% of manual power station wiring

is removed, so are the human errors that may come with it.

CABLE MANAGEMENT

A rooftop can be a brutally unforgiving place, with temperature swings, intense sunlight, hail and high winds. Well-secured energy cables are crucial to protecting your investment. Our engineers developed innovative new ways to ensure that wires and cables are protected from abuse and abrasion. Incredibly simple and easy to install, Helix cable clips, cones and trays can help prevent costly downtime.

STRENGTH MEETS SAVINGS



MECHANICAL SYSTEM

Born from 30 years of product innovation at SunPower, our Helix mechanical system has been perfected to maximize your roof's energy potential. With flexible ballast and anchor options, industry-leading roof coverage, and a 10-degree tilt angle, Helix perfectly optimizes the power density and energy yield potential of your roof. Add to that our high-efficiency solar panels, and you get more

power per panel, more panels per roof, and significantly greater savings. That's 63% more power per roof and 72% more energy over the life of your system.¹⁰ What's more, the lightweight Helix mechanical system can be installed without tools and is made of exceptionally strong and durable materials. So you can be sure your solar system will deliver the energy you expect for decades to come.

*Marine-grade aluminum
and stainless steel hardware*

HEAD TO HEAD COMPARISON

SUNPOWER	CELLS AND PANELS	CONVENTIONAL
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No Grid Lines on Front of Cell

Maxon cells absorb more sunlight and optimize power conversion.

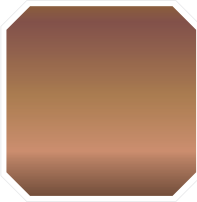


Line of Metal Paste on Front of Cell

Power output drops as the thin paste reflects light and corrodes.

Solid Copper Backing

Our thick copper foundation adds massive strength and is nearly impervious to corrosion.

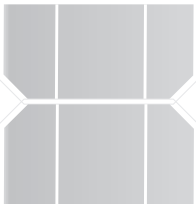
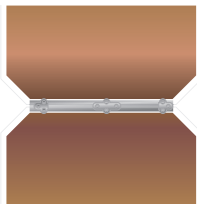


Even More Metal Paste on Back of Cell

Offers no strength. Cell can crack and lose power when exposed to temperature swings.

Robust Connectors

Expanding and contracting from daily temperature swings are no problem with our built-in strain relief.

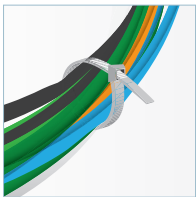
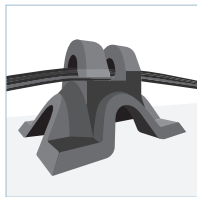


Thin, Weak Connections

Lose just one of these narrow ribbons and the entire cell fails.

CABLE MANAGEMENT		
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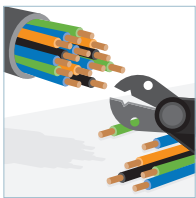
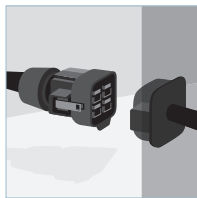
Cable clips, cones and trays help protect cables from harsh and abrasive roof surfaces.



Zip ties fail as quickly as one year when exposed to UV and heat.

POWER STATION		
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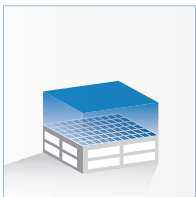
Zero manual wiring and no tools for electrical installation virtually eliminate the potential for human error.



Manual wiring is unreliable and highly time consuming.

MECHANICAL SYSTEM		
-------------------	--	--

Highest roof coverage (0.91) delivers the greatest energy density.



Poor roof utilization leaves potential energy savings unclaimed.



SunPower products are made with methods as sustainable as the energy they produce. In fact, we are the world's first and only solar company to earn the prestigious *Cradle to Cradle Certified™ Silver* designation for panels manufactured in Mexico and France, comprising 75% of shipments globally.

Helix incorporates 92% recycled rubber cones and trays, recyclable marine-grade aluminum, plug-and-play

connections for less job-site waste from wiring, and EnergyLink software to help you measure carbon savings and improve energy efficiency.

At SunPower, sustainability is not just about environmental stewardship; it's also about having a positive social impact and contributing to economic growth. When you choose SunPower to help bring your business into a more sustainable future, you are choosing a sustainability leader dedicated to ensuring a cleaner, brighter future.

Cradle to Cradle Certified™ is a certification mark licensed by the Cradle to Cradle Products Innovation Institute. Cradle to Cradle Certified™ is a multi-attribute certification program that assesses products and materials for safety to human and environmental health, design for future use cycles, and sustainable manufacturing.

System Monitoring from SunPower®

SunPower® EnergyLink® Pro Software



Added protection on your investment

SunPower® EnergyLink® Pro software is an essential energy monitoring tool that helps ensure you're meeting the financial and sustainability goals of your solar investment. It provides peace-of-mind that your system is performing as expected all day, every day.

Insights that drive your business

EnergyLink hardware and software are included with the purchase of your SunPower system. Once enabled by your installer, you'll be able to quickly view and analyze energy production data and share results with employees, customers and partners.

Mobile access to real-time data

EnergyLink Pro software gives you anytime-anywhere visibility to the energy your installations produce, so you can keep an eye on the critical cost savings accumulating for your business.

Anatomy of the SunPower® EnergyLink® Pro System



SunPower® Helix™ Platform

The world's first fully-integrated commercial solar platform spanning rooftop, ground and carport applications



SunPower EnergyLink Pro Hardware

Wirelessly routes performance data from your installation to EnergyLink Monitoring Software



SunPower EnergyLink Pro Software

Use the intuitive dashboard to scan your portfolio or take a deep dive on site performance.

Assess the energy production of each individual site in daily, weekly, monthly, annual or lifetime ranges.

Stay on top of site performance on the go with mobile access across a variety of devices.



SUNPOWER®

SUNPOWER®

by Stellar Solar

A SunPower Master Dealer

In November of 2016 we became one of two SunPower Master Dealers in San Diego, through a stringent evaluation of our processes by world-renowned solar panel manufacturer SunPower. As a result of the partnership, we became SunPower by Stellar Solar, and now exclusively install SunPower on residential properties.

Master dealers offer complete SunPower solar solutions to homeowners, including the highest quality consultation and system services. They leverage the strength and credibility of the globally trusted SunPower brand in key geographies based on their superb knowledge of the company's technology, the local solar market, and industry best practices.



SunPower Master Dealers also receive preferred pricing on SunPower Helix commercial systems and SunPower carports. SunPower's innovative Helix system is the first commercial solar system designed and built by one company to make commercial solar incredibly powerful and elegantly simple. Each component is precision-engineered for fast installation, long-term reliability and impressive returns.

SUNPOWER®

by Stellar Solar

DEMAND BETTER SOLAR™

HIRE A BETTER SOLAR INSTALLER

Your Solar Energy Consultant: Zac Dowell

- Experienced and focused on designing your solution
- A member of the Stellar Solar and SunPower team since 2009
- Over 600 satisfied customers and counting
- Degree in architectural engineering
- 10 years of experience in land surveying field
- Member of San Diego chapter of CALSEIA
- Advocate for clean energy independent choice



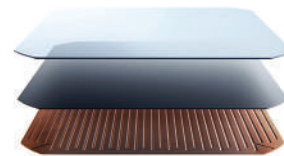
Zac Dowell
Solar Specialist

Phone: (619) 800 - 1SUN (1786)
zac@stellarsolar.net



SunPower® Complete Confidence Panel Warranty

A better warranty starts with a better product.



Unmatched Reliability

The patented SunPower® Maxeon® solar cell is a key reason our panels rank #1 for durability.¹

Most Long Term Energy

High efficiency panels and the lowest degradation rates in the solar industry (0.25%/year).²

SunPower's Complete Confidence Panel Warranty provides the industry's only 25-year Power, Product and Service Warranty. We have absolute confidence in our panels' ability to deliver more energy, reliability and savings over time—backed by extensive third party testing and field data from our more than 20 million panels deployed.



Power

Highest power output protection in the solar industry: 92% in year 25.²



Product

Coverage for defects related to workmanship and materials for 25 years.



Service

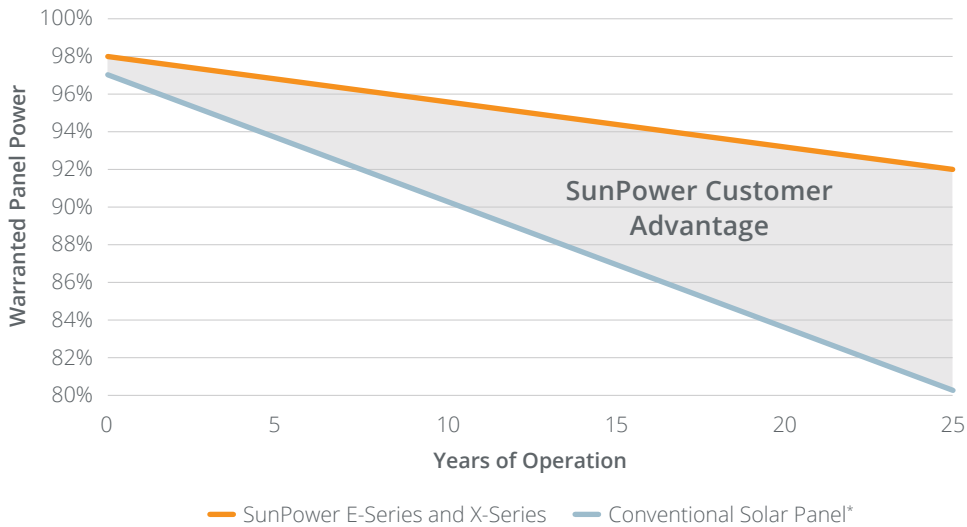
Repair, replacement or reimbursement for any defective panel for 25 years, hassle free.³



Demand Better Solar®

For over 30 years, SunPower has pushed the boundaries of solar energy. From our record-setting module technology, to the way we design and build our products, to the customer experience we deliver every day. Backed by Total, the world's 4th largest public energy company,⁴ SunPower offers recognized financial strength to stand behind our warranty for its lifetime. We constantly demand more of ourselves, because you deserve all the advantages that better solar can provide.

Predictable Results for SunPower Customers

With SunPower, you get savings, certainty and long-term success. We offer the best-performing solar products, and stand behind them with the industry's strongest panel power warranty.²



	SunPower® Complete Confidence Panel Warranty	Conventional Solar Panel Warranties*
Product		
Panel	25 Years	10 Years
Power	 	
Year 0	98%	97.5%
Yearly decline	0.25%	0.7%
Year 25	92%	80.7%
Service		
Shipping – old panel	Yes	No
Shipping – new panel	Yes	No**
Installation – new panel	Yes	No

* Representative of standard efficiency solar manufacturers. Competitor warranty information provided from latest warranty documentation from various conventional panel manufacturer websites as of June 2017.
** Shipping new part covered by some conventional warranties.

1 "Fraunhofer PV Durability Initiative for Solar Modules: Part 3". PVTech Power, 2015.
2 Jordan, Dirk "SunPower Test Report," NREL, Q4-2014; Campeau, Z. et al. "SunPower Module Degradation Rate," SunPower white paper, Feb 2013.
3 For panels installed by SunPower or SunPower authorized installers. Repair, replacement or reimbursement will be at SunPower's sole discretion.
4 Based on market capitalization in U.S. dollars at December 31, 2016.

SunPower® Performance Series 1500 Volt | P17

SunPower® Performance Series 1500 Volt panels are designed to deliver consistent performance for many decades in advanced 1500 Volt power plant applications.

Increased Energy Production

The Performance Series modules' linear shading response enables true-tracking in single-axis tracking systems, generating more energy than conventional systems that require backtracking.¹

Design Tip: When modeling P-Series energy performance be sure to use linear shading losses. For more detailed guidance please visit <https://us.sunpower.com/sites/sunpower/files/media-library/manuals/mn-sunpower-p-series-modeling-guide.pdf>

Higher Efficiency

The Performance Series design minimizes white space between solar cells, eliminates reflective metal lines on the cells, and lowers electrical resistance between cells, increasing efficiency compared to Conventional Commercial Panels.²

Optimized for the Oasis Power Plant

From the mounting hardware, to the electrical design within the panel, to the connectors and the 1500 V rating, everything is designed as an integral part of the Oasis Power Plant.

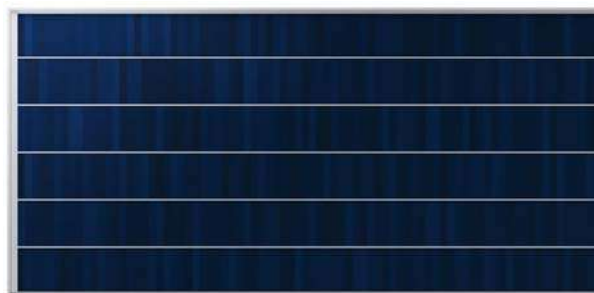
High Reliability

Innovative panel design uses flexible and redundant electrical connections between solar cells to deliver enhanced reliability.

SunPower Quality

Tested to SunPower's rigorous quality standards, and backed by the industry's best Combined Power and Product Warranty.

High Performance & Excellent Reliability

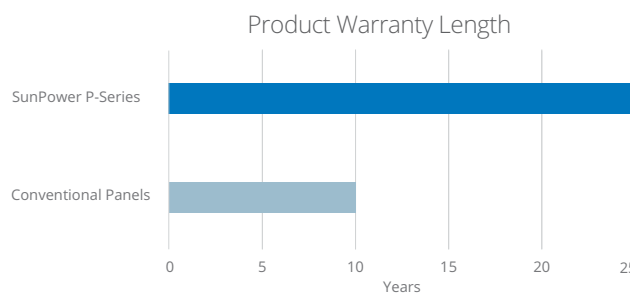


SPR-P17-355-COM

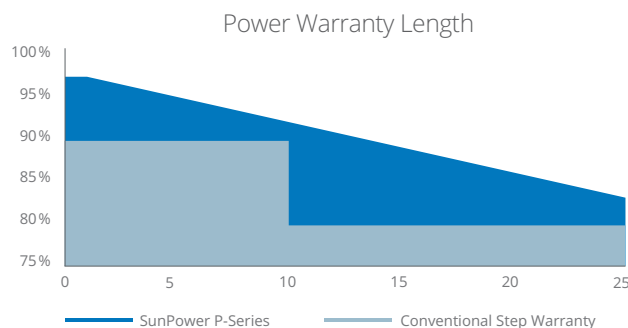


25 Year Combined Warranty

Protect your investment



SunPower provides the best 25 year Combined Power and Product warranty in the industry, providing coverage regardless of product defect or power loss.



SunPower's Performance Series is warranted to produce more than 97% power in the first year, then declining by 0.6% per year, ending at 82.6% power after 25 years.

SunPower® Performance Series 1500 Volt | P17

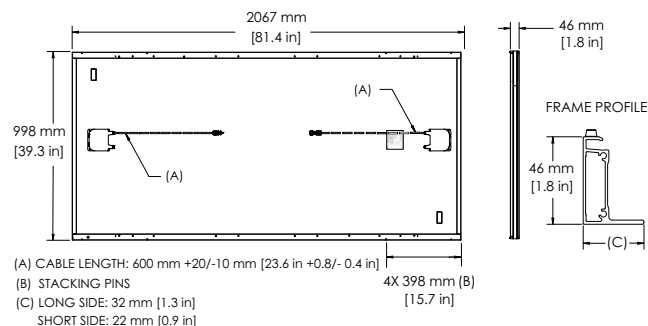
Electrical Data, STC ³					
Model	SPR-P17-355-COM	SPR-P17-350-COM	SPR-P17-345-COM	SPR-P17-340-COM	SPR-P17-335-COM
Nominal Power (P _{nom})	355 W	350 W	345 W	340 W	335 W
Power Tolerance	+5/-0%	+5/-0%	+5/-0%	+5/-0%	+5/-0%
Efficiency	17.2%	17.0%	16.7%	16.5%	16.2%
Rated Voltage (V _{mpp})	43.4 V	43.1 V	42.8 V	42.5 V	42.2 V
Rated Current (I _{mpp})	8.18 A	8.12 A	8.06 A	8.00 A	7.94 A
Open-Circuit Voltage (V _{oc})	51.9 V	51.7 V	51.5 V	51.3 V	51.1 V
Short-Circuit Current (I _{sc})	8.68 A	8.65 A	8.57 A	8.52 A	8.51 A
Power Temp. Coef.	-0.37% / °C				
Voltage Temp. Coef.	-176.5 mV / °C	-175.8 mV / °C	-175.1 mV / °C	-174.4 mV / °C	-173.7 mV / °C
Current Temp. Coef.	3.6 mA / °C				
Maximum System Voltage	1500 V UL & 1500 V IEC				
Maximum Series Fuse	15 A				

Operating Condition And Mechanical Data	
Temperature	-40° F to +185° F (-40° C to +85° C)
Impact Resistance	1 inch (25 mm) diameter hail at 52 mph (23 m/s)
Appearance	Class B
Solar Cells	Multicrystalline cells
Tempered Glass	High-transmission tempered anti-reflective
Junction Box	IP-65, 23.6 in (600 mm) cables / MC4 compatible
Weight	51 lbs (23.1 kg)
Max. Load	Wind: 50 psf, 2400 Pa, 245 kg/m ² front & back Snow: 112 psf, 5400 Pa, 550 kg/m ² front
Frame	Class 2 silver anodized; stacking pins

Tests And Certifications	
Standard Tests ⁴	UL1703 (Type 2 Fire Rating), IEC 61215, IEC 61730 Rated to 1500 V
Quality Certs	ISO 9001:2008, ISO 14001:2004
EHS Compliance	OHSAS 18001:2007, PV Cycle
Ammonia Test	IEC 62716
Desert Test	10.1109/PVSC.2013.6744437
Salt Spray Test	IEC 61701 (maximum severity)
PID Test	Potential-Induced Degradation free: 1500 V
Available Listings	UL, CEC, TUV, FSEC

REFERENCES:

- 1 Independent Shade Study by CFV Laboratory.
- 2 Compared to a Conventional Commercial Panel (310 W, 16% efficient, approx. 1.93 m²).
- 3 Measured at Standard Test Conditions (STC): irradiance of 1000 W/m², AM 1.5, and cell temperature 25° C.
- 4 Type 2 fire rating per UL1703:2013, Class C fire rating per UL1703:2002 and IEC 61730.



Read safety and installation instructions before using this product.

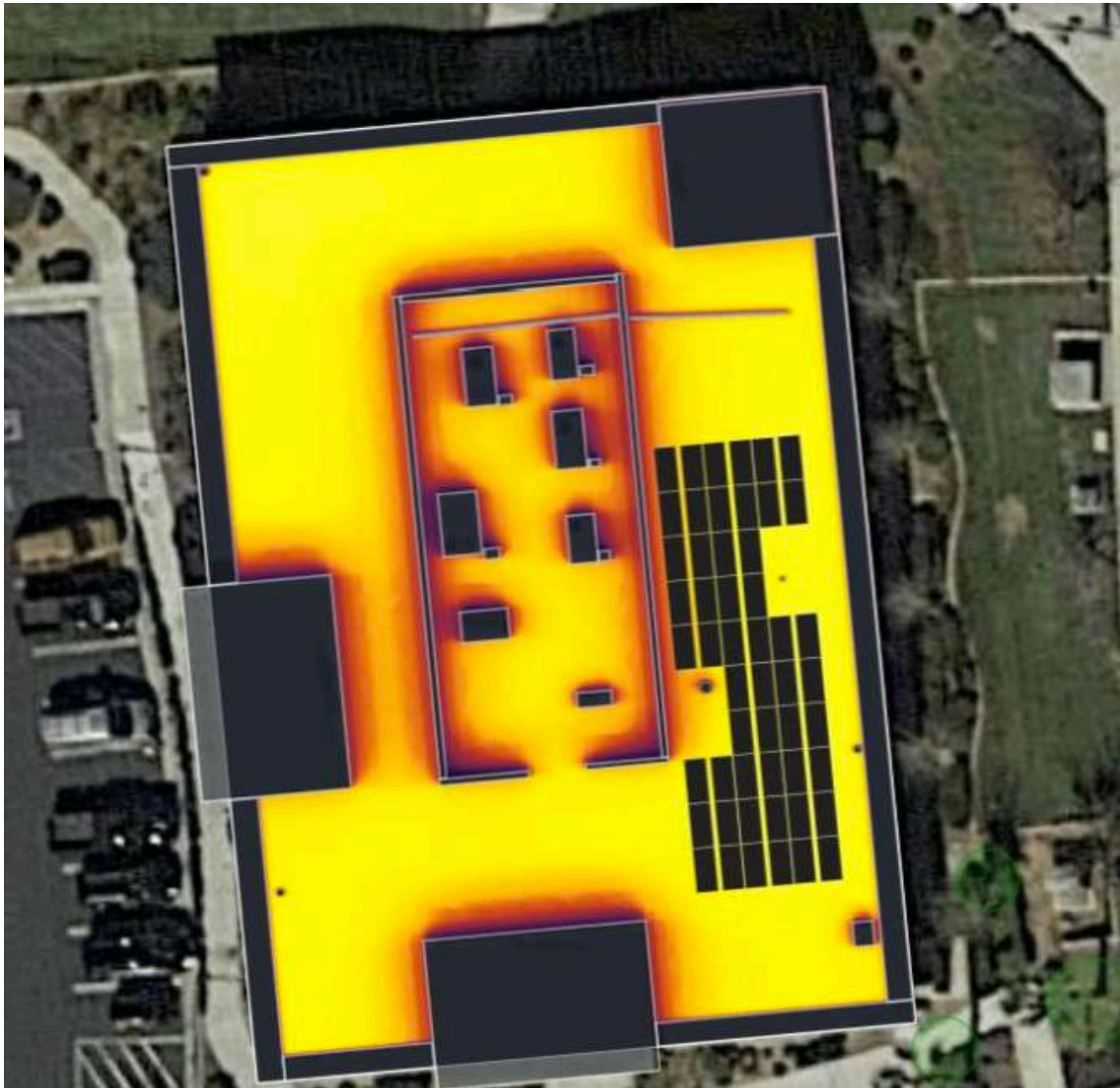


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by Stellar Solar
Residential Regional
Dealer of the Year

DEMAND BETTER **SOLAR™**

HIRE A BETTER **SOLAR INSTALLER**



Modules Illustrated For Discussion Purposes

Pacific View Charter
22695 Alessandro Boulevard
Moreno Valley, CA, 92553



DEMAND BETTER SOLAR™
HIRE A BETTER SOLAR INSTALLER

Created Date:
September 3, 2018

Customer Name: Pacific View Charter
Address: 22695 Alessandro Boulevard
Moreno Valley, CA, 92553

Quote Expires:
September 18, 2018

Available Roof Space (sq ft)* 1000+
Orientation ° : 265°
Tilt ° : 10°
Installation Type: Roof Mounted - Ballast Rack

PV Make : SunPower
PV Model # : SPR-P17-355-COM
No. of Modules : 52
DC Size kW : 18.46
Inverter Make : SMA
Inverter Count : 1
Monitoring System : SunPower Production
PV Area Required (Sq. Ft.) : 1155

SUNPOWER®

Based in the U.S. with headquarters in Silicon Valley

Multi-billion dollar publicly traded company

Output Warranty = 25 years Min 83%

Product Warranty = 25 years

SunPower Covers Labor For Warranty Claims

*Please reference manufacturer's warranty for full details

SOLAR Projection & UTILITY Offset

kWh / Month : 2,363
kWh / Year : 28,356

*Proposal Is For Discussion Purposes Only. A
Comprehensive Design Review Will Be Required.
Contractor And Customer To Make Final Approvals.

CASH INVESTMENT

Cash Sub Total : \$55,195

Federal Income Tax Credit : \$16,559

Additional Tax Depreciations May Apply (Confirm With Tax Professional)

Net Investment amount : \$38,637

Connor Smith
(760) 814-0932
connors@stellarsolar.net

SUNPOWER®

by Stellar Solar

**Please verify all tax related data with your CPA or Tax Professional

***Production Model and remaining usage and or costs are for discussion purposes only. The kWh Production estimate provided is preliminary and may not represent "As-Built" solar access



by Stellar Solar

6965 El Camino Real, Ste. 105-444, Carlsbad, CA 92009
Phone: 866-787-6527 • Email: info@stellarsolar.net

Commercial Solar Projects

2007

Warmerdam Packing Co. – 1MW

15650 Excelsior Avenue
Hanford, CA 93230-9001
(559) 584-9211

Loyola University – 50kW

820 N. Michigan Avenue
Chicago, IL 60611
(312) 915-6000

Illin. Institute of Technology – 30kW

3300 South Federal Street
Chicago, IL 60616
(312) 567-3000

2008

Clautiere Vineyard – 30kW

1340 Penman Springs Road
Paso Robles, CA 93446
(805) 237-3789

The Lobster (restaurant) – 35kW

1602 Ocean Avenue
Santa Monica, CA 90401
(310) 458-9294

City of Anaheim, Energy Field– 85kW

1625 S. Ninth Street
Anaheim, CA 92802
(714) 765-4311

Good & Roberts Inc. – 38kW

1330 Park Center Dr.
Vista, CA 92081
(760) 598-7614

2009

Los Angeles Mission College – 178kW

13356 Eldridge Avenue
Sylmar, CA 91342-3245
(818) 837-2236

Applied Technologies Assoc. – 212 kW

3025 Buena Vista Dr
Paso Robles, CA 93446
(805) 239-9100

2010

City of Tustin, Rec Center – 85 kW

17522 Beneta Way
Tustin, CA 92780

U.S. Foodservice – 1MW

15155 Northam Street
La Mirada, CA 90638

DiscounTechnology, Inc. – 30kW

2565 Camino Del Rio South
San Diego, CA 92108
(619) 550-1400

2011

Salk Institute for Biological Sciences – 540kW

10010 N Torrey Pines Rd
San Diego, CA
(858) 453-4100

Encinitas Foreign & Domestic Auto – 40.7 kW

901 2nd Street
Encinitas, CA 92024
(760) 632-0830

2012

San Diego Cardiac Center – 70kW

3131 Berger Ave
San Diego, CA
(858) 244-6800

Casa Mira View Apts. – 292 kW

11195 Westview Pkwy
San Diego, CA 92126
(858) 530-0933

Cedars-Sinai Medical Center – 360kW

8700 Beverly Blvd
West Hollywood, CA
(310) 423-3277

Scripps Ranch High School – 51.8 kW

10410 Trenea St.
San Diego, CA 92131
(858) 621-9020

2014**First Unitarian Universalist Church – 73 kW**

4190 Front Street
San Diego, CA 92103
(619) 298-9978

2015**Northminster Presbyterian Church 25 kW**

4324 Clairemont Mesa Blvd.
San Diego, CA 92117
(858) 490-3995

Leichtag Foundation Ranch– 33.3 kW

441 Saxony Road
Encinitas, CA 92024
(760) 929-1090

King & Associates – 59.4 kW

5120 Avenida Encinas #100
Carlsbad, CA 92008
(760) 438-8850

Grace Lutheran Church – 150 kW

6436 W. 13th Avenue
Escondido, CA 92025
(760) 745-0831

Scrooscoop Fastener Co. – 35.28 kW

2180 Las Palmas Dr.
Carlsbad, CA 92011
(760) 602-2970

2016**San Rafael Parish – 125.5 kW**

17252 Bernardo Center Drive
San Diego, CA 92128
(858) 487-4314

Indoor Shooting Range Bldg – 461 kW

Nave SEAL Base (Coronado) –

U.S. District Court Southern District of California – 310 kW

333 W Broadway #420,
San Diego, CA 92101

U.S. Bankruptcy Court – 155 kW

325 W F St,
San Diego, CA 92101

2017**St. Mark's Catholic Church – 158 kW**

11147 Discovery St.
San Marcos, CA 92078
(760) 744-1540

St. Margaret's Catholic Church – 57 kW

4300 Oceanside Blvd.
Oceanside, CA 92056
(760) 941-5560

9.4

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

Master Contract

2018-2019

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA _____

Contract Year 2018-2019

_____ Nonpublic School

_____ Nonpublic Agency

Type of Contract:

☒

Master Contract for the 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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2018-2019

CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: _____

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: _____

**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, 2018, between _____, hereinafter referred to as the local educational agency ("LEA"), a member of the _____ 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") and a Nonpublic Services student Enrollment form as specified in the LEA Procedures. 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. Total student enrollment shall be limited to capacity as stated 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, 2018 to June 30, 2019 (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, 2018. 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 a biological or adoptive parent, unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, 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, a surrogate parent, 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. Positive attendance is required.

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

- 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. **Business Auto Liability Insurance** for all owned scheduled, 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.

- C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering CONTRACTOR's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits

Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

- 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** coverage of **\$3,000,000 per Occurrence** and **\$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 without limitation 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 unlawfully discriminate on the basis of gender, nationality, race or ethnicity, religion, age, sexual orientation, gender identity, gender expression, or disability or any other classification protected by federal or state law, in employment or operation of its programs.

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.

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 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.

(Added by Stats. 2013, Ch. 48, Sec. 43. Effective July 1, 2013.)

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. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code Section 627.1 *et. seq.*, and LEA procedures regarding visitors to school campuses specified by LEA policy and in the LEA procedures, and the procedures of the campus being visited. CONTRACTOR shall be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on LEA public school campuses.

For services provided on a public school campus, sign in/out procedures shall be followed along with all procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the educational program and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

It is understood, that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the contract.

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.

42. 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.).

43. 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.

44. 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

45. 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.

46. 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.*).

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 notify LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to students as specified in the LEA Procedures. 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 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. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

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.

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 or 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. 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.

62. RATE SCHEDULE

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

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently

debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

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

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2018 and terminates at 5:00 P.M. on June 30, 2019, unless sooner terminated as provided herein.

CONTRACTOR

LEA

Nonpublic School/Agency

LEA Name

By: _____
Signature Date

By: _____
Signature Date

Name and Title of Authorized Representative

Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Name and Title	Name and Title
Nonpublic School/Agency/Related Service Provider	LEA
Address	Address
City State Zip	City State Zip
Phone Fax	Phone Fax
Email	Email

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

Name and Title

Address

City State Zip

Phone Fax

Email

EXHIBIT A: 2018-2019 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

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

<u>Specialized Deaf and Hard of Hearing (710)</u>	<u></u>	<u></u>
<u>Interpreter Services (715)</u>	<u></u>	<u></u>
<u>Audiological Services (720)</u>	<u></u>	<u></u>
<u>Specialized Vision Services (725)</u>	<u></u>	<u></u>
<u>Orientation and Mobility (730)</u>	<u></u>	<u></u>
<u>Specialized Orthopedic Services (740)</u>	<u></u>	<u></u>
<u>Reader Services (745)</u>	<u></u>	<u></u>
<u>Transcription Services (755)</u>	<u></u>	<u></u>
<u>Recreation Services, Including Therapeutic (760)</u>	<u></u>	<u></u>
<u>College Awareness (820)</u>	<u></u>	<u></u>
<u>Work Experience Education (850)</u>	<u></u>	<u></u>
<u>Job Coaching (855)</u>	<u></u>	<u></u>
<u>Mentoring (860)</u>	<u></u>	<u></u>
<u>Travel Training (870)</u>	<u></u>	<u></u>
<u>Other Transition Services (890)</u>	<u></u>	<u></u>
<u>Other (900)</u>	<u></u>	<u></u>
<u>Other (900)</u>	<u></u>	<u></u>

EXHIBIT B: 2018-2019 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 () _____ () _____
Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

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

_____ during the extended school year

2. *Nonpublic School:* The number of school days in the calendar of the school year are: _____ during the regular school year

_____ during the extended school year

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

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

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

B. RELATED SERVICES:

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

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				
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)							
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)							
Other (900)							

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				
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COSTS _____

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

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

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

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

-CONTRACTOR-

-LEA/SELPA-

(Name of Nonpublic School/Agency)

(Name of LEA/SELPA)

(Signature)

(Date)

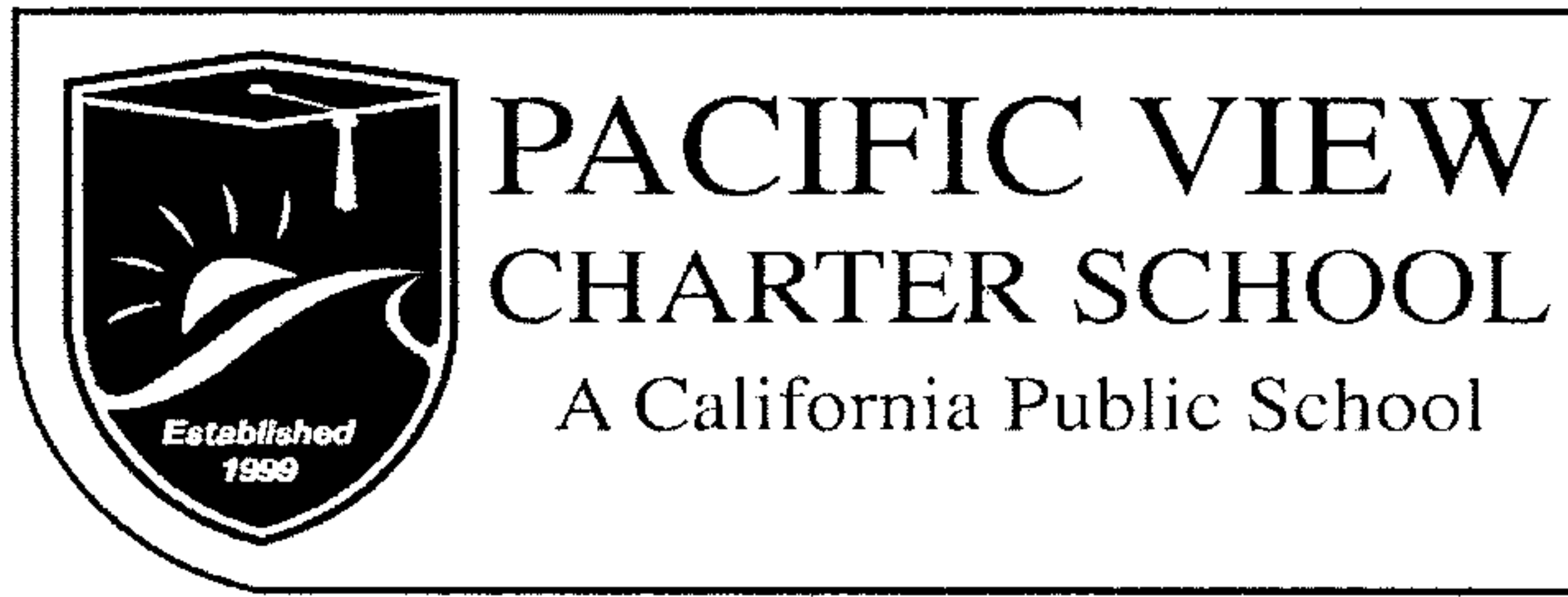
(Signature)

(Date)

(Name and Title)

(Name of Superintendent or Authorized Designee)

9.5



Application for Authorization of Student Club or Organization

I. We, the undersigned students, request approval to form a student club or organization at Pacific View Charter School.

II. This organization will be called Revolution and its purpose will be the following:

The purpose of this club is to explore the word of God to students. We do this by sharing our passion and ideas to one another. One of the goals of Revolution is to help students overcome difficult times through social interaction and helping people.

III. Julie Raab has agreed to serve as the advisor for this organization for the school year.

IV. We have attached:

1. A copy of the constitution
2. A copy of the list of participants (must have a minimum of 5)

V. Approved:

Heidi Campbell
Executive Director

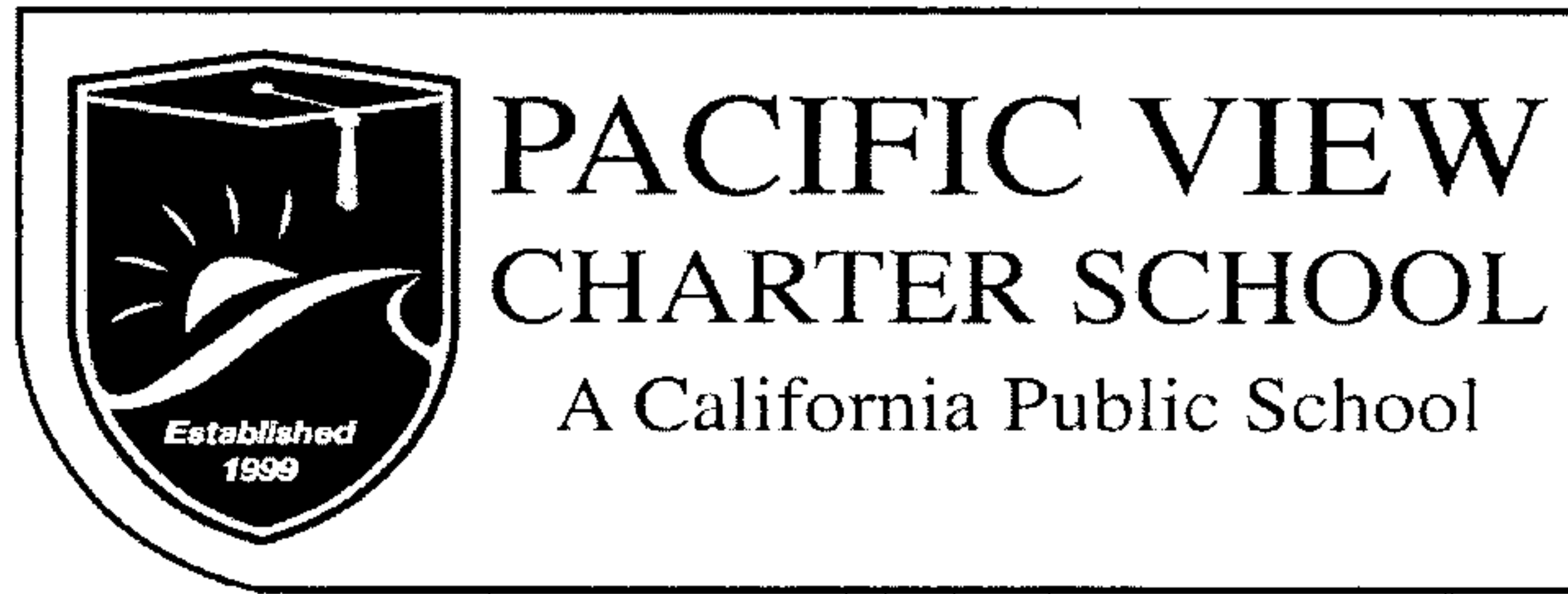
Date: 10-12-18

Julie Raab
Advisor

Date: 10-11-18

Kate Mizosa
Alternate Advisor

Date: 10/11/18



Constitution and Bylaws of the Revolution club.

Article I. Name of club

The official name of this organization shall be Revolution.

Article II. Purpose

The purpose of this club shall be to explore the word of God to students. We do this by sharing our passion and ideas to one another. One of the goals of Revolution is to help students overcome difficult times through social interaction and helping people.

Article III. Membership

Section 1. All members are required to be students of Pacific View Charter School

Section 2. Regular attendance of all club members is encouraged

Article IV. Officers

Section 1. The officers of this club shall be a President, Vice President, Secretary, and Treasurer

Section 2. The officers shall be elected by nomination and majority vote.

Section 3. The term of office shall be the school year.

Article V. Meetings

Section 1. This club shall meet every week on Tuesdays.

Section 2. Special meetings may be called by the president with the advisor's approval.

Article VI. Fundraising and Expenditures

Section 1. All fundraising by any student club shall be supervised under the name of the school.

All fundraising must receive prior approval by the Executive Director.

Section 2. All expenditures shall be approved by a majority of the club members, recorded in the minutes, and subject to the approval of the advisor, if applicable.

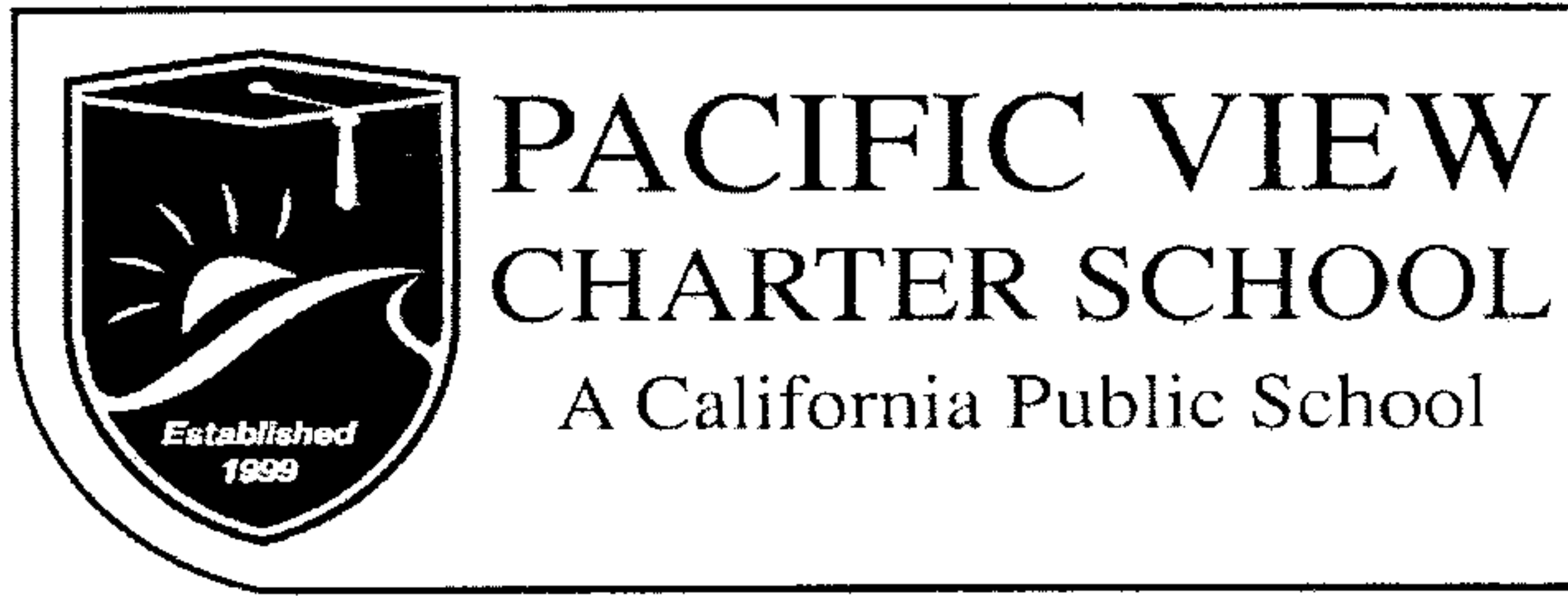
Article VII. Quorum

A quorum shall consist of 2/3 of the membership of the club.

Article VIII. Amendments

This constitution shall be amended by a majority vote of the quorum.

9.6



Application for Authorization of Student Club or Organization

I. We, the undersigned students, request approval to form a student club or organization at Pacific View Charter School.

II. This organization will be called the Student Fundraising club and its purpose will be the following:

The purpose of this club is to get students more involved in helping our school raise money for supplies. I think the club will get students to have more of a sense of responsibility and would help them have a sense of how much the teachers do to provide for us.

III. Dallas Smith has agreed to serve as the advisor for this organization for the school year.

IV. We have attached:

1. A copy of the constitution
2. A copy of the list of participants (must have a minimum of 5)

V. Approved:

Hester Campbell
Executive Director

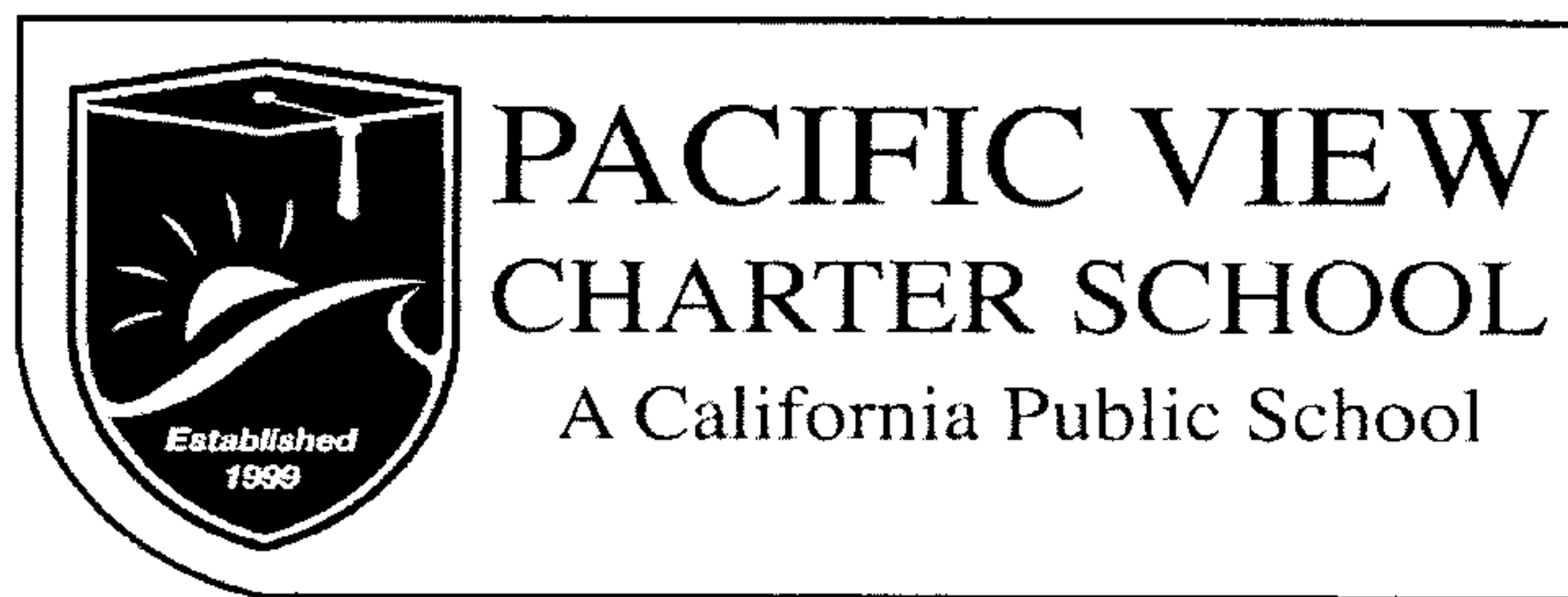
Date: 10-12-18

Dallas Smith
Advisor

Date: 10/11/18

Alternate Advisor

Date: _____



Constitution and Bylaws of the Fundraising club.

Article I. Name of club

The official name of this organization shall be Fundraising Club.

Article II. Purpose

The purpose of this club shall be to explore the word of God to students. We do this by sharing our passion and ideas to one another. One of the goals of Revolution is to help students overcome difficult times through social interaction and helping people.

Article III. Membership

Section 1. All members are required to be students of Pacific View Charter School

Section 2. Regular attendance of all club members is encouraged

Article IV. Officers

Section 1. The officers of this club shall be a President, Vice President, Secretary, and Treasurer

Section 2. The officers shall be elected by nomination and majority vote.

Section 3. The term of office shall be the school year.

Article V. Meetings

Section 1. This club shall meet every other week on Wednesdays.

Section 2. Special meetings may be called by the president with the advisor's approval.

Article VI. Fundraising and Expenditures

Section 1. All fundraising by any student club shall be supervised under the name of the school. All fundraising must receive prior approval by the Executive Director.

Section 2. All expenditures shall be approved by a majority of the club members, recorded in the minutes, and subject to the approval of the advisor, if applicable.

Article VII. Quorum

A quorum shall consist of 2/3 of the membership of the club.

Article VIII. Amendments

This constitution shall be amended by a majority vote of the quorum.

10.1

Pacific View Charter School Course Outline

Course Title: Edgenuity Sociology

Course #: 1228

Credits: 5

Department: Elective

Prerequisites: none

Course Description:

Providing insight into the human dynamics of our diverse society, this is an engaging, one-semester course that delves into the fundamental concepts of sociology. This interactive course covers cultural diversity and conformity, basic structures of society, individuals and socialization, stages of human development as they relate to sociology, deviance from social norms, social stratification, racial and ethnic interactions, gender roles, family structure, the economic and political aspects of sociology, the sociology of public institutions, and collective human behavior, both historically and in modern times.

Student Outcomes:

The student will be able to:

1. Examine sociological perspectives and culture.
2. Learn about social structure and the individual.
4. Learn about adolescents and adults in society.
5. Develop understanding of deviance and conformity, including characteristics of the criminal justice system.
6. Explore social inequalities in race, gender, age, health and ethnicities.
7. Make connections between social institutions such as family, education, religion, politics, etc.
8. Explore social change through population, urbanization, collective behavior and social movements.

Assessment: Assessment of student outcomes will be based on student performance through examinations, assignments, and qualitative evaluations. Assessments will help students to analyze, interpret, explain, synthesize, evaluate, and communicate.

Instructional Materials: Edgenuity Online Curriculum www.edgenuity.com

Board Approval Date:

10.2

Pacific View Charter School Course Outline

Course Title: Edgenuity Strategies for Academic Success

Course #: 1229

Credits: 5

Department: Elective

Pre-Requisites: none

Course Description:

Offering a comprehensive analysis of different types of motivation, study habits, and learning styles, this one-semester course encourages students to take control of their learning by exploring varying strategies for success. Providing engaging lessons that will help students identify what works best for them individually, this one-semester course covers important study skills, such as strategies for taking high-quality notes, memorization techniques, test-taking strategies, benefits of visual aids, and reading techniques.

Student Outcomes:

The student will be able to:

1. Compare different types of motivation and explain how motivation affects academics
2. Understand the concept of academic integrity, and define cheating as it relates to online learning
3. Identify different types of organizers, and describe the purposes of each
4. Describe different strategies for remembering information
5. List and explain each of the five steps of test preparation
6. Explain the importance of following a rubric
7. Describe the benefits of creating study groups, and distinguish the characteristics of quality study groups

Assessment: Assessment of student outcomes will be based on student performance through examinations, assignments, and qualitative evaluations. Assessments will help students to analyze, interpret, explain, synthesize, evaluate, and communicate.

Instructional Materials: Edgenuity Online Curriculum www.edgenuity.com

Board Approval Date:

10.3

Pacific View Charter School Course Outline

Course Title: Edgenuity Personal Finance

Course #: 1230

Credits: 5

Department: Elective

Prerequisites: none

Course Description:

This one-semester elective prepares students to navigate personal finance with confidence. The course opens with a study of what it means to be financially responsible, engaging students in budgeting, planning, and being a smart consumer. Students learn about the relationship between education, employment, income, and net worth, and they plan for the cost of college. Students then broaden their study to include banking, spending, investing, and other money management concepts before exploring credit and debt. In the final unit of the course, students study microeconomics and entrepreneurship, with an overview of economic systems, supply and demand, consumer behavior and incentives, and profit principles. The course concludes with an in-depth case study about starting a business.

Student Outcomes:

The student will be able to:

1. Understand what it means to be financially literate
2. Plan for daily and long-term expenditures
3. Understand the cost of credit and the differences between consumer credit and other debt
4. Relate incomes and career choices, understanding the implications of choices you make today on your long-term financial health
5. Learn how to manage your money, including the benefits and risks of investing
6. Gain a basic familiarity with the principles of economics and entrepreneurship

Assessment: Assessment of student outcomes will be based on student performance through examinations, assignments, and qualitative evaluations. Assessments will help students to analyze, interpret, explain, synthesize, evaluate, and communicate.

Instructional Materials: Edgenuity Online Curriculum www.edgenuity.com

Board Approval Date:

10.4

Pacific View Charter School Course Outline

Course Title: Edgenuity Contemporary Health

Course #: 1231

Credits: 5

Department: Elective

Prerequisites: none

Course Description:

This course examines and analyzes various health topics. It places alcohol use, drug use, physical fitness, healthy relationships, disease prevention, relationships and mental health in the context of the importance of creating a healthy lifestyle. Throughout the course, students examine practices and plans they can implement in order to carry out a healthy lifestyle, and the consequences they can face if they do not follow safe practices. In addition, students conduct in-depth studies in order to create mentally and emotionally healthy relationships with peers and family, as well as nutrition, sleeping, and physical fitness plans. Students also examine and analyze harassment and bullying laws. This course covers issues of sex and gender identity, same-sex relationships, contraception, and meets the requirements for the California Healthy Youth Act.

Student Outcomes:

The student will be able to:

1. Understand nutrition and physical activity
2. Explore personal and community health including communicable and non-communicable diseases
3. Understand issues related to growth, development and sexual health including sexual orientation, gender identity, safe sex, contraception, pregnancy, birth and sexually transmitted infections including HIV and AIDS.
4. Learn skills for healthy relationships.
5. Explore the importance of mental and emotional health and the risks of alcohol, tobacco and other drugs.

Assessment: Assessment of student outcomes will be based on student performance through examinations, assignments, and qualitative evaluations. Assessments will help students to analyze, interpret, explain, synthesize, evaluate, and communicate.

Instructional Materials: Edgenuity Online Curriculum www.edgenuity.com

Board Approval Date:

10.5

Pacific View Charter School Course Outline

Course Title: Edgenuity Precalculus A

Course #: 1232

Credits: 5

Department: Math

Prerequisites: Math 3A/B

Course Description: With an emphasis on function families and their representations, Precalculus is a thoughtful introduction to advanced studies leading to calculus. The course briefly reviews linear equations, inequalities, and systems and moves purposefully into the study of functions. Students then discover the nature of graphs and deepen their understanding of polynomial, rational, exponential, and logarithmic functions. Scaffolding rigorous content with clear instruction, the course leads students through an advanced study of trigonometric functions, matrices, and vectors. The course concludes with a short study of probability and statistics.

Student Outcomes:

The student will be able to:

1. Explore linear relationships including inequalities and functions
2. Solve and graph exponential and logarithmic functions
3. Solve matrices equations
4. Learn to solve and graph rational functions

Assessment: Assessment of student outcomes will be based on student performance through examinations, assignments, and qualitative evaluations. Assessments will help students to analyze, interpret, explain, synthesize, evaluate, and communicate.

Instructional Materials: Edgenuity Online Curriculum www.edgenuity.com

Board Approval Date:

Pacific View Charter School Course Outline

Course Title: Edgenuity Precalculus B

Course #: 1233

Credits: 5

Department: Math

Prerequisites: Precalculus A

Course Description: With an emphasis on function families and their representations, Precalculus is a thoughtful introduction to advanced studies leading to calculus. The course briefly reviews linear equations, inequalities, and systems and moves purposefully into the study of functions. Students then discover the nature of graphs and deepen their understanding of polynomial, rational, exponential, and logarithmic functions. Scaffolding rigorous content with clear instruction, the course leads students through an advanced study of trigonometric functions, matrices, and vectors. The course concludes with a short study of probability and statistics.

Student Outcomes:

The student will be able to:

1. Perform operations with complex numbers and calculate the modulus of a complex number.
2. Understand trigonometric functions including solving trigonometric equations
3. Explore trigonometric identities
4. Calculate vectors, parametric equations and polar equations
5. Find the standard form equation, focus and directrix of a parabola.
6. Define and graph ellipses, hyperbolas and translated conics
7. Draw three-dimensional figures and analyze vectors in space.

Assessment: Assessment of student outcomes will be based on student performance through examinations, assignments, and qualitative evaluations. Assessments will help students to analyze, interpret, explain, synthesize, evaluate, and communicate.

Instructional Materials: Edgenuity Online Curriculum www.edgenuity.com

Board Approval Date:

10.6

Pacific View Charter School Course Outline

Course Title: Edgenuity Pre-Algebra A

Course #: 1234

Credits: 5

Department: Math

Prerequisites: none

Course Description:

This course is designed for students who have completed a middle school mathematics sequence but are not yet Algebra-ready. This course reviews key algebra readiness skills from the middle grades and introduces basic Algebra I work with appropriate support. Students revisit concepts in number and operations, expressions and equations, ratio and proportion, and basic functions. By the end of the course, students are ready to begin a more formal Algebra I or Math 1 study.

Student Outcomes:

The student will be able to:

1. Perform operations with rational numbers and use them to simplify expressions
2. Use mathematical and algebraic expressions and equations to represent and solve a variety of mathematical and real-world problems
3. Understand the concept of a function and its use in representing relationships
4. Exercise proportional thinking and use it to analyze the connection between ratio, proportion, and percent

Assessment: Assessment of student outcomes will be based on student performance through examinations, assignments, and qualitative evaluations. Assessments will help students to analyze, interpret, explain, synthesize, evaluate, and communicate.

Instructional Materials: Edgenuity Online Curriculum www.edgenuity.com

Board Approval Date:

Pacific View Charter School Course Outline

Course Title: Edgenuity Pre-Algebra B

Course #: 1235

Credits: 5

Department: Math

Prerequisites: none

Course Description:

This course is designed for students who have completed a middle school mathematics sequence but are not yet Algebra-ready. This course reviews key algebra readiness skills from the middle grades and introduces basic Algebra I work with appropriate support. Students revisit concepts in number and operations, expressions and equations, ratio and proportion, and basic functions. By the end of the course, students are ready to begin a more formal Algebra I or Math 1 study.

Student Outcomes:

The student will be able to:

1. Understand geometric concepts and strengthen spatial reasoning
2. Develop and use problem-solving strategies
3. Use statistics to display, describe, and analyze data
4. Understand counting methods, and apply them to calculate probabilities

Assessment: Assessment of student outcomes will be based on student performance through examinations, assignments, and qualitative evaluations. Assessments will help students to analyze, interpret, explain, synthesize, evaluate, and communicate.

Instructional Materials: Edgenuity Online Curriculum www.edgenuity.com

Board Approval Date:

10.7

Pacific View Charter School Course Outline

Course Title: Edgenuity Health Science & Medical Technology A

Course #: 1236

Credits: 5

Department: Elective

Prerequisites: none

Course Description:

This course introduces students to the fundamental concepts of anatomy and physiology—including the organization of the body, cellular functions, and the chemistry of life. As they progress through each unit, students learn about the major body systems, common diseases and disorders, and the career specialties associated with each system. Students investigate basic medical terminology as well as human reproduction and development. Students are introduced to these fundamental health science concepts through direct instruction, interactive tasks, and practice assignments. This course is intended to provide students with a strong base of core knowledge and skills that can be used in a variety of health science career pathways.

Student Outcomes:

1. The student will be able to:
2. Understand health science pathways and careers
3. Explore how to pursue careers in health science
4. Develop an understanding of the ethics and laws related to health science careers
5. Learn about the healthcare system including facilities, insurance and providers and consumers
6. Define and differentiate between health policies, procedures and protocols

Assessment: Assessment of student outcomes will be based on student performance through examinations, assignments, and qualitative evaluations. Assessments will help students to analyze, interpret, explain, synthesize, evaluate, and communicate.

Instructional Materials: Edgenuity Online Curriculum www.edgenuity.com

Board Approval Date:

Pacific View Charter School Course Outline

Course Title: Edgenuity Health Science & Medical Technology B

Course #: 1237

Credits: 5

Department: Elective

Prerequisites: none

Course Description:

This course introduces students to the fundamental concepts of anatomy and physiology—including the organization of the body, cellular functions, and the chemistry of life. As they progress through each unit, students learn about the major body systems, common diseases and disorders, and the career specialties associated with each system. Students investigate basic medical terminology as well as human reproduction and development. Students are introduced to these fundamental health science concepts through direct instruction, interactive tasks, and practice assignments. This course is intended to provide students with a strong base of core knowledge and skills that can be used in a variety of health science career pathways.

Student Outcomes:

The student will be able to:

Review basic medical terminology and medical pathology terms

Explore different approaches to patient care

Compare how health and wellness are affected by lifestyle choices

Understand healthcare laws and regulations and safety in the workplace

Learn basic first aid and emergency response protocols

Assessment: Assessment of student outcomes will be based on student performance through examinations, assignments, and qualitative evaluations. Assessments will help students to analyze, interpret, explain, synthesize, evaluate, and communicate.

Instructional Materials: Edgenuity Online Curriculum www.edgenuity.com

Board Approval Date: