

This meeting will be by teleconference pursuant to Executive Orders N-25-20 and N-29-20.

The Board of Directors (“Board”) and employees of the Pacific View Charter School shall meet via the Zoom meeting platform. Members of the public who wish to access this Board meeting may do so at:

<https://us04web.zoom.us/j/79024090694?pwd=ODhSS1ZQVEYxVzJQb2R0ZXdoelRBZz09>

Members of the public who wish to comment during the Board meeting may use the “raise hand” tool on the Zoom platform. Members of the public calling in will be given the opportunity to address the Board during the meeting. Individual comments will be limited to three (3) minutes. If an interpreter is needed for comments, they will be translated to English and the time limit shall be six (6) minutes. The Board may limit the total time for public comment to a reasonable time. The Board reserves the right to mute or remove a participant from the meeting if the participant unreasonably disrupts the Board meeting.

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

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

# **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**  
**Wednesday, November 17, 2021**  
**9:30am**

### **1.0      Call to Order/Roll Call**

<b>2.0</b>	<b><u>Approval of Agenda</u></b>	<b>Action</b>
<b>3.0</b>	<b><u>Pledge of Alligence</u></b>	
<b>4.0</b>	<b><u>Public Comment</u></b>	
<b>5.0</b>	<b><u>Introductions</u></b>	
<b>6.0</b>	<b><u>Closed Session (Gov. Code 54957)</u></b> Title: Executive Director	
<b>7.0</b>	<b><u>Report Out To Public Action Taken In Closed Session</u></b>	<b>Action</b>
<b>8.0</b>	<b><u>Executive Director's Report</u></b>	<b>Information</b>

#### **9.0 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.

**9.1** Minutes from Board Meeting of September 14, 2021  
September 16, 2021

AB130 Resolution #5 2021-2022 **Action**

#### **10.0 Action/Discussion Items**

<b>10.1</b>	Board Warrant Listing September 1, 2021 through October 31, 2021	<b>Action</b>
<b>10.2</b>	Chess, Glee & Drama, Pacific View Times Clubs	<b>Action</b>
<b>10.3</b>	Educator Effectiveness Plan Public Hearing	<b>Information</b>
<b>10.4</b>	December Board Meeting change	<b>Action</b>
<b>10.5</b>	2021-2022 First Interim Report	<b>Action</b>
<b>10.6</b>	AB361 Teleconferencing Executive Order N-29-20	<b>Action</b>
<b>10.7</b>	2021-2022 Master contract- Beach Kids Therapy Center	<b>Action</b>

#### **11.0 Personnel**

<b>11.1</b>	2022 Employer Contribution Proposal	<b>Action</b>
<b>11.2</b>	Executive Director Job Description	<b>Action</b>
<b>11.3</b>	Executive Director Salary Schedule	<b>Action</b>
<b>11.4</b>	Executive Director Interview Sheet	<b>Action</b>

#### **12.0 Board Staff Discussion**

#### **13.0 Adjournment**

9.1

# **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 14, 2021**

**3:30 p.m.**

**Board Minutes**

## **1.0 Call to Order/Roll Call**

Chairperson Walters called the meeting to order at 3:45pm. Present: Trustee Taylor

Absent: Trustee Meyer and Vice Chair Weber

## **2.0 Adjournment**

Chairperson Walters adjourned the meeting due to the lack of quorum at 3:47 pm

# 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' Special Meeting –Thursday, September 16, 2021

3:30 p.m.

Board Minutes

## **1.0 Call to Order/Roll Call**

Chairperson Walters called the meeting to order at 3:35pm. Present :Vice Chair Weber, Trustee Taylor. Absent: Trustee Meyer

## **2.0 Approval of Agenda**

Moved by Trustee Taylor and seconded by Chairperson Walters to approve the agenda as presented.

AYES: Taylor, Walters, Weber

NOES: None

ABSTAIN: None

ABSENT: Meyer

## **3.0 Pledge of Allegiance**

The Pledge of Allegiance was let by Kira Fox.

## **4.0 Public Comment - None**

**5.0 Introductions** – Kathy Meck, Site Supervisor Moreno Valley; Geoff Weeks, Lead K-8 Teacher; Erin Gorence, Director of Curriculum; Lori Bentley, HR & Business Services Coordinator; Diane Gibson, Lead High School Teacher.

## **6.0 Executive Director's Report**

🚩 WASC- final report being sent to WASC Team on September 20. Thank you to Robert Merrill for leading us through this process.

🚩 Enrollment – 581 with 12 pre-enrolls. Summer enrollment was down but the goal is to continue to grow. Next summer will hopefully be back to normal.

## **7.1 Consent Calendar**

7.1 Moved by Vice Chair Weber & seconded by Trustee Taylor to approve the Consent Calendar as presented.

AYES: Taylor, Walters, Weber

NOES: None

ABSTAIN: None

ABSENT: Meyer

## **8.0 Action/Discussion Items**

**8.1** Moved by Chairperson Walters & seconded by Trustee Taylor to approve the Board Warrant Listing for August 1, 2021 through August 31, 2021 as presented.

AYES: Taylor, Walters, Weber

NOES: None

ABSTAIN: None

ABSENT: Meyer

**8.2** Director of Central Office and Finance updated the Board on the in person board meetings that were to begin in October. However, Governor Newsom's Executive Order N-29-20 will not be terminated. AB361 extends the exemptions to teleconference requirements for meetings under the Brown Act until January 1, 2024.

**8.3** Moved by Chair Walters & seconded by Vice-Chair Weber to approve the Organizational Chart as presented.

AYES: Taylor, Walters, Weber

NOES: None

ABSTAIN: None

ABSENT: Meyer

**8.4** Moved by Trustee Taylor and seconded by Vice Chair Weber to approve the 2020-2021 Unaudited Actuals as presented.

AYES: Taylor, Walters, Weber

NOES: None

ABSTAIN: None

ABSENT: Meyer

## **9.0 Personnel**

**9.1 – 9.4** Moved by Chair Walters and seconded by Trustee Taylor to approve the Supervisory Teacher K8, Education Specialist, Temporary FT-PT Supervisory Teacher, & Hourly Supervisory Teacher Job Descriptions as presented.

AYES: Taylor, Walters, Weber

NOES: None

ABSTAIN: None

ABSENT: Meyer

## **10.0 Curriculum**

**10.1** Moved by Chair Walter and seconded by Vice Chair Weber to approve the ELD Course Outline as presented.

AYES: Taylor, Walters, Weber

NOES: None  
ABSTAIN: None  
ABSENT: Meyer

**10.2** Moved by Vice Chair Weber and seconded by Trustee Taylor to approve the Study Skills C&D Course Outlines as presented.

AYES: Taylor, Walters, Weber  
NOES: None  
ABSTAIN: None  
ABSENT: Meyer

**11.0    Board Staff Discusstion - None**

**12.0    Adjournment**  
Chair Walters adjourned the meeting at 4:08 pm

RESOLUTION  
Pacific View Charter School  
Resolution Number #5 2021-2022

On motion of Member \_\_\_\_\_, Seconded by  
Member \_\_\_\_\_,

the following resolution is adopted:

WHEREAS, Assembly Bill 130 (Approved by the Governor July 9, 2021) extended the terms of all charter schools whose terms expire on or between January 1, 2022, and June 30, 2025, inclusive, by two years;

WHEREAS, Assembly Bill 130 extends the prohibition on the approval of a petition for establishment of a new charter school offering non-classroom-based instruction by three years, to January 1, 2025

WHEREAS, California Education Code Section 47607.4, which provides the following:

Notwithstanding the renewal process and criteria established in Sections 47605.9, 47607, and 47607.2 or any other law, effective July 1, 2021, all charter schools whose term expires on or between January 1, 2022, and June 30, 2025, inclusive, shall have their term extended by two years.

The below table summarizes charter schools' extended terms, pursuant to this section:

Previous Charter Term Expiration Date	New Charter Term Expiration Date
June 30, 2022	June 30, 2024
June 30, 2023	June 30, 2025
June 30, 2024	June 30, 2026
June 30, 2025	June 30, 2027

Note, this extension does not apply to charter schools whose term expired on June 30, 2021, and who were renewed or non-renewed.

WHEREAS, Pacific View Charter School accepts and recommends the acceptance of Assembly Bill 130 and California Education Code Section 47607.4;

THEREFORE, BE IT RESOLVED that the Governing Board hereby authorizes the Pacific View Charter School to extend the term of the charter school (term was scheduled to expire on June



30, 2024) to June 30, 2026 and recognizes and confirms that no new Charter School shall be opened by Pacific View Charter School prior to January 1, 2025  
PASSED AND ADOPTED by the Governing Board on

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- AYES:
- NOES:
- ABSENT:

STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO

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

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Clerk/Secretary of the Governing Board

10.1

September, 2021  
Board Warrant Report

Warrant ID	Name	Payment Date	Total Warrant Amount	Descr	Fund	Invoice Fund Amount	PO No.
14815703	Specialized Therapy Services, Inc.	9/2/2021	\$ 12,062.00	Specialized Therapy Services -	6200	\$ 12,062.00	0000001429
14815704	iHeartMedia Entertainment, Inc.	9/2/2021	\$ 3,960.00	iHeart Media Marketing	6200	\$ 3,960.00	0000001433
14815705	KONICA MINOLTA BUS. SOLUTIONS	9/2/2021	\$ 865.44	Lease - Oceanside - Office 15%	6200	\$ 65.79	0000001336
14815705	KONICA MINOLTA BUS. SOLUTIONS	9/2/2021	\$ 865.44	Oceanside Copier - Office 15%	6200	\$ 17.06	0000001336
14815705	KONICA MINOLTA BUS. SOLUTIONS	9/2/2021	\$ 865.44	Oceanside Copier - Student Fee	6200	\$ 96.70	0000001336
14815705	KONICA MINOLTA BUS. SOLUTIONS	9/2/2021	\$ 865.44	Copier Expenses	6200	\$ 313.06	prior year
14815705	KONICA MINOLTA BUS. SOLUTIONS	9/2/2021	\$ 865.44	LEASE - Oceanside - Student Fe	6200	\$ 372.83	0000001336
14815706	MORENO VALLEY UTILITY	9/2/2021	\$ 1,708.83	Electrical Utilities - Moreno	6200	\$ 1,708.83	0000001360
14815707	NATIONAL BENEFIT SERVICES, LLC	9/2/2021	\$ 75.00	Administrative Fees for Employ	6200	\$ 75.00	0000001375
14815708	ONE STOP TONER & INKJET	9/2/2021	\$ 3,226.74	TONER FOR PRINTERS	6200	\$ 3,226.74	0000001397
14815709	RONALD LARRY HOLDEN	9/2/2021	\$ 2,600.00	Janitorial Services	6200	\$ 2,600.00	0000001364
14815710	SCHOOL SERVICES OF CALIFORNIA	9/2/2021	\$ 275.00	Governor's Workshop / May Revi	6200	\$ 275.00	0000001393
14815711	VCC OCEAN RANCH CONDO. ASSOC.	9/2/2021	\$ 6,024.00	Property Association Fees - Oc	6200	\$ 6,024.00	0000001370
14815712	V TECHNOLOGY SOLUTION	9/2/2021	\$ 248.98	BLANKET HARDWARE V-TECH	6200	\$ 248.98	0000001422
000867	PACIFIC VIEW CHARTER SCHOOL	9/7/2021	\$ 18,130.94	Mortgage Payment - Oceanside -	6200	\$ 15,411.30	0000001312
000867	PACIFIC VIEW CHARTER SCHOOL	9/7/2021	\$ 18,130.94	Mortgage Payment - Oceanside -	6200	\$ 2,719.64	0000001312
14816581	Datel Systems Incorporated	9/7/2021	\$ 646.25	NETWORK SWITCHES	6200	\$ 646.25	0000001320
14816582	Whitaker, Katie	9/7/2021	\$ 140.00	Employee Reimbursement	6200	\$ 140.00	employee
14816583	Emcor Services Mesa Energy	9/7/2021	\$ 2,665.00	HVAC Maintenance MV	6200	\$ 2,665.00	prior year
14816584	HopSkipDrive, INC	9/7/2021	\$ 1,852.22	Sped Transportation	6200	\$ 348.18	0000001413
14816584	HopSkipDrive, INC	9/7/2021	\$ 1,852.22	Sped Transportation	6200	\$ 1,504.04	0000001413
14816585	ONE STOP TONER & INKJET	9/7/2021	\$ 649.45	TONER FOR PRINTERS	6200	\$ 649.45	0000001397
14816586	SAN DIEGO GAS & ELECTRIC	9/7/2021	\$ 3,801.84	Electrical Utilities Oceanside	6200	\$ 3,801.84	0000001366
000884	WASTE MANAGEMENT	9/9/2021	\$ 132.40	Trash Services - Moreno Valley	6200	\$ 132.40	0000001371
14817464	Pediatric Therapy Services, LLC	9/9/2021	\$ 12,966.00	Stepping Stones - Sped Teacher	6200	\$ 12,966.00	0000001400
14817465	Schola, Inc.	9/9/2021	\$ 4,680.00	Schola Recruiter Pro Marketing	6200	\$ 4,680.00	0000001435
14817466	BILLY R BENSON,	9/9/2021	\$ 2,091.85	Consulting SB740 Prep/ Board P	6200	\$ 2,091.85	0000001309
14817467	NANPOR SECURITY SERVICES	9/9/2021	\$ 5,038.60	Security Guard Oceanside	6200	\$ 5,038.60	0000001430
14819869	Cordata Shredding	9/16/2021	\$ 158.74	Moreno Valley Shred	6200	\$ 79.37	0000001306
14819869	Cordata Shredding	9/16/2021	\$ 158.74	Oceanside Shred	6200	\$ 79.37	0000001306
14819870	Cordata Shredding	9/16/2021	\$ 366.49	Off-site Secure Storage	6200	\$ 366.49	0000001306
14819871	Nissan Motor Acceptance Corporation	9/16/2021	\$ 705.19	Nissan	6200	\$ 343.20	0000001319
14819871	Nissan Motor Acceptance Corporation	9/16/2021	\$ 705.19	Nissan	6200	\$ 361.99	0000001319
14819872	Reliable Translations Inc.	9/16/2021	\$ 147.00	Reliable Translations	6200	\$ 147.00	0000001399
14819873	Savvas Learning Co, LLC	9/16/2021	\$ 2,000.00	iLit Software Student Licenses	6200	\$ 2,000.00	0000001421

September, 2021  
Board Warrant Report

Warrant ID	Name	Payment Date	Total Warrant Amount	Descr	Fund	Invoice Fund Amount	PO No.
14819874	ADT SECURITY SERVICES	9/16/2021	\$ 67.90	Security System - Moreno Valle	6200	\$ 67.90	0000001292
14819875	COX BUSINESS SERVICES	9/16/2021	\$ 745.01	Admin- Internet & Phone Service	6200	\$ 69.57	0000001308
14819875	COX BUSINESS SERVICES	9/16/2021	\$ 745.01	Security Cameras Oceanside	6200	\$ 281.15	0000001349
14819875	COX BUSINESS SERVICES	9/16/2021	\$ 745.01	Student - Internet & Phone Ser	6200	\$ 394.29	0000001308
14819876	SPARKLETTS & SIERRA SPRINGS	9/16/2021	\$ 162.71	Bottled Water Service	6200	\$ 136.73	0000001368
14819876	SPARKLETTS & SIERRA SPRINGS	9/16/2021	\$ 162.71	Bottled Water Service	6200	\$ 25.98	0000001368
14819877	HOUGHTON MIFFLIN HARCOURT	9/16/2021	\$ 841.50	Lit Prep Workbooks	6200	\$ 841.50	0000001428
14819878	JAN-PRO OF SAN DIEGO	9/16/2021	\$ 3,799.00	Janitorial Services - Oceanside	6200	\$ 3,799.00	0000001355
14819879	KONICA MINOLTA BUS. SOLUTIONS	9/16/2021	\$ 8.05	Cume Copier - Oside	6200	\$ 8.05	0000001336
14819880	OFFICE DEPOT	9/16/2021	\$ 263.74	Office Depot - Student Supplies	6200	\$ 28.57	0000001385
14819880	OFFICE DEPOT	9/16/2021	\$ 263.74	Office Supplies - MV	6200	\$ 11.31	0000001376
14819880	OFFICE DEPOT	9/16/2021	\$ 263.74	Office Supplies - OCEANSIDE CA	6200	\$ 23.20	0000001376
14819880	OFFICE DEPOT	9/16/2021	\$ 263.74	Office Depot - Student Supplies	6200	\$ 64.09	0000001385
14819880	OFFICE DEPOT	9/16/2021	\$ 263.74	Office Depot - Student Supplies	6200	\$ 131.54	0000001385
14819880	OFFICE DEPOT	9/16/2021	\$ 263.74	Office Supplies - OCEANSIDE CA	6200	\$ 5.03	0000001376
000949	PACIFIC VIEW CHARTER SCHOOL	9/20/2021	\$ 12,355.89	Mortgage Payment - MV Wells Fa	6200	\$ 2,471.18	0000001313
000949	PACIFIC VIEW CHARTER SCHOOL	9/20/2021	\$ 12,355.89	Mortgage Payment - MV Wells Fa	6200	\$ 9,884.71	0000001313
14822261	Specialized Therapy Services, Inc.	9/23/2021	\$ 12,222.50	Specialized Therapy Services -	6200	\$ 12,222.50	0000001429
14822262	Amplify Education	9/23/2021	\$ 979.11	K8 Science Material	6200	\$ 979.11	0000001426
14822263	Eide Bailly LLP	9/23/2021	\$ 4,000.00	Annual Audit & Form 990 Tax Fo	6200	\$ 4,000.00	0000001323
14822264	Diamond Environmental Services, LP	9/23/2021	\$ 268.54	Hand wash Basins - Student Lunch	6200	\$ 268.54	0000001350
14822265	Charles Somers	9/23/2021	\$ 4,688.67	ACH Re-issue	6200	\$ 4,688.67	employee
14822266	HOUGHTON MIFFLIN HARCOURT	9/23/2021	\$ 1,644.74	English 3D for ELD Class	6200	\$ 1,644.74	0000001432
14822267	OFFICE DEPOT	9/23/2021	\$ 62.33	Office Depot - Student Supplies	6200	\$ 62.33	0000001385
14822268	KIRA FOX	9/23/2021	\$ 90.00	Office Supplies - MoVal	6200	\$ 90.00	0000001382
14822269	SECURITY SIGNAL DEVICES, INC.	9/23/2021	\$ 518.85	Fire Alarm System - Moreno Val	6200	\$ 518.85	0000001369
14822270	FRONTIER	9/23/2021	\$ 396.73	Student - Phone & Internet Ser	6200	\$ 337.22	0000001310
14822270	FRONTIER	9/23/2021	\$ 396.73	Admin - Phone & Internet Service	6200	\$ 59.51	0000001310
000998	MV MEDICAL CTR MASTER ASSOC	9/27/2021	\$ 2,264.00	Master Association Fees - More	6200	\$ 2,264.00	0000001359
14823140	Reliable Translations Inc.	9/27/2021	\$ 294.00	Reliable Translations	6200	\$ 147.00	0000001399
14823140	Reliable Translations Inc.	9/27/2021	\$ 294.00	Reliable Translations	6200	\$ 147.00	0000001399
14823141	Pediatric Therapy Services, LLC	9/27/2021	\$ 14,901.25	Stepping Stones - Sped Teacher	6200	\$ 14,901.25	0000001400
14823142	Savvas Learning Co, LLC	9/27/2021	\$ 4,000.00	iLit Student Licenses	6200	\$ 4,000.00	0000001436
14823143	EASTERN MUNICIPAL WATER DIST	9/27/2021	\$ 278.97	Water Utilities - Moreno Valle	6200	\$ 278.97	0000001351
14824516	Reliable Translations Inc.	9/30/2021	\$ 147.00	Reliable Translations	6200	\$ 147.00	0000001399

September, 2021  
Board Warrant Report

Warrant ID	Name	Payment Date	Total Warrant Amount	Descr	Fund	Invoice Fund Amount	PO No.
14824517	Shaniqwa Hemmings	9/30/2021	\$ 67.00	Fingerprint Reimbursement	6200	\$ 67.00	employee
14824518	AT&T MOBILITY	9/30/2021	\$ 638.14	Cell phone service	6200	\$ 576.80	0000001302
14824518	AT&T MOBILITY	9/30/2021	\$ 638.14	Cell Phone Replacements	6200	\$ 61.34	0000001302
14824519	MISSION FEDERAL CREDIT UNION	9/30/2021	\$ 6,632.61	Postage - Students MV	6200	\$ 333.00	0000001374
14824519	MISSION FEDERAL CREDIT UNION	9/30/2021	\$ 6,632.61	Postage - Admin Oceanside	6200	\$ 112.00	0000001373
14824519	MISSION FEDERAL CREDIT UNION	9/30/2021	\$ 6,632.61	Mission Federal - Instruction	6200	\$ 529.75	0000001386
14824519	MISSION FEDERAL CREDIT UNION	9/30/2021	\$ 6,632.61	Attorney YMC - Trainings	6200	\$ 289.00	0000001395
14824519	MISSION FEDERAL CREDIT UNION	9/30/2021	\$ 6,632.61	Lively/Great Call - Cell Phone	6200	\$ 21.08	0000001396
14824519	MISSION FEDERAL CREDIT UNION	9/30/2021	\$ 6,632.61	Constant Contact	6200	\$ 962.50	0000001419
14824519	MISSION FEDERAL CREDIT UNION	9/30/2021	\$ 6,632.61	Neon Sign Repair - Moreno Vall	6200	\$ 395.63	0000001431
14824519	MISSION FEDERAL CREDIT UNION	9/30/2021	\$ 6,632.61	Speech testing forms	6200	\$ 188.14	0000001434
14824519	MISSION FEDERAL CREDIT UNION	9/30/2021	\$ 6,632.61	Lease Web	6200	\$ 2.00	0000001439
14824519	MISSION FEDERAL CREDIT UNION	9/30/2021	\$ 6,632.61	Postage- Student	6200	\$ 316.00	0000001373
14824519	MISSION FEDERAL CREDIT UNION	9/30/2021	\$ 6,632.61	Postage Services - Satmps.com	6200	\$ 49.98	0000001373
14824519	MISSION FEDERAL CREDIT UNION	9/30/2021	\$ 6,632.61	Off-site Storage	6200	\$ 425.59	0000001362
14824519	MISSION FEDERAL CREDIT UNION	9/30/2021	\$ 6,632.61	Maintenance and Building Suppl	6200	\$ 632.20	0000001358
14824519	MISSION FEDERAL CREDIT UNION	9/30/2021	\$ 6,632.61	Google Adworks	6200	\$ 1,000.00	0000001315
14824519	MISSION FEDERAL CREDIT UNION	9/30/2021	\$ 6,632.61	Postage - Admin MV	6200	\$ 117.00	0000001374
14824519	MISSION FEDERAL CREDIT UNION	9/30/2021	\$ 6,632.61	Facebook Ads	6200	\$ 1,258.74	0000001314
14824520	MORENO VALLEY UTILITY	9/30/2021	\$ 1,790.00	Electrical Utilities - Moreno	6200	\$ 1,790.00	0000001360
14824521	VCC OCEAN RANCH CONDO. ASSOC.	9/30/2021	\$ 6,024.00	Property Association Fees - Oc	6200	\$ 6,024.00	0000001370

October, 2021  
Board Warrant Report

Warrant ID	Name	Payment Date	Total Warrant Amount	Description	Fund	Invoice Fund Amount	PO No.
001056	MV MEDICAL CTR MASTER ASSOC	10/6/2021	\$ 1,132.00	Master Association Fees - More	6200	\$ 1,132.00	0000001359
001057	PACIFIC VIEW CHARTER SCHOOL	10/6/2021	\$ 18,130.94	Mortgage Payment - Oceanside -	6200	\$ 2,719.64	0000001312
001057	PACIFIC VIEW CHARTER SCHOOL	10/6/2021	\$ 18,130.94	Mortgage Payment - Oceanside -	6200	\$ 15,411.30	0000001312
001091	WASTE MANAGEMENT	10/11/2021	\$ 132.40	Trash Services - Moreno Valley	6200	\$ 132.40	0000001371
001140	PACIFIC VIEW CHARTER SCHOOL	10/18/2021	\$ 12,355.89	Mortgage Payment - MV Wells Fa	6200	\$ 9,884.71	0000001313
001140	PACIFIC VIEW CHARTER SCHOOL	10/18/2021	\$ 12,355.89	Mortgage Payment - MV Wells Fa	6200	\$ 2,471.18	0000001313
14825440	PALOMAR FAMILY COUNSELING	10/4/2021	\$ 3,841.00	Palomar Family Counseling	6200	\$ 3,841.00	0000001443
14825441	RONALD LARRY HOLDEN	10/4/2021	\$ 2,600.00	Janitorial Services	6200	\$ 2,600.00	0000001364
14826708	Citi Cards	10/7/2021	\$ 7,568.04	Admin - Costco Supplies - Ocea	6200	\$ 82.35	0000001304
14826708	Citi Cards	10/7/2021	\$ 7,568.04	Admin Supplies - Costco - More	6200	\$ 32.51	0000001305
14826708	Citi Cards	10/7/2021	\$ 7,568.04	Janitorial Services - Oceansid	6200	\$ 698.04	0000001346
14826708	Citi Cards	10/7/2021	\$ 7,568.04	Citibank - Child Nutrition and	6200	\$ 4,253.25	0000001387
14826708	Citi Cards	10/7/2021	\$ 7,568.04	Citibank - Costco Student Supp	6200	\$ 528.98	0000001407
14826708	Citi Cards	10/7/2021	\$ 7,568.04	PD Meals for Restorative Pract	6200	\$ 250.99	0000001424
14826708	Citi Cards	10/7/2021	\$ 7,568.04	Janitorial Supplies - MORENO V	6200	\$ 207.56	0000001347
14826708	Citi Cards	10/7/2021	\$ 7,568.04	Auto expenses - Gas, Mainten	6200	\$ 1,514.36	0000001303
14826709	Reliable Translations Inc.	10/7/2021	\$ 441.00	Reliable Translations	6200	\$ 147.00	0000001399
14826709	Reliable Translations Inc.	10/7/2021	\$ 441.00	Reliable Translations	6200	\$ 147.00	0000001399
14826709	Reliable Translations Inc.	10/7/2021	\$ 441.00	Reliable Translations	6200	\$ 147.00	0000001399
14826710	Pediatric Therapy Services, LLC	10/7/2021	\$ 12,820.00	Stepping Stones - Sped Teacher	6200	\$ 12,820.00	0000001400
14826711	HopSkipDrive, INC	10/7/2021	\$ 5,517.67	Sped Transportation	6200	\$ 1,475.99	0000001413
14826711	HopSkipDrive, INC	10/7/2021	\$ 5,517.67	Sped Transportation	6200	\$ 4,041.68	0000001413
14826712	CALIFORNIA COMMERCIAL SECURITY	10/7/2021	\$ 146.91	Security System - Oceanside	6200	\$ 146.91	0000001341
14826713	CDW GOVERNMENT, INC.	10/7/2021	\$ 1,166.88	PRINTERS	6200	\$ 1,166.88	0000001427
14826714	FORD SIGN	10/7/2021	\$ 337.27	Door Signage for Student Servi	6200	\$ 337.27	0000001438
14826715	KONICA MINOLTA BUS. SOLUTIONS	10/7/2021	\$ 189.21	Copier - Student Fees 85%	6200	\$ 160.83	0000001337
14826715	KONICA MINOLTA BUS. SOLUTIONS	10/7/2021	\$ 189.21	Copier Fees- Office fees 15%	6200	\$ 28.38	0000001337
14826716	NATIONAL BENEFIT SERVICES, LLC	10/7/2021	\$ 75.00	Administrative Fees for Employ	6200	\$ 75.00	0000001375
14826717	KIRA FOX	10/7/2021	\$ 130.00	Office Supplies - MoVal	6200	\$ 130.00	0000001382
14826718	SAN DIEGO GAS & ELECTRIC	10/7/2021	\$ 3,903.06	Electrical Utilities Oceanside	6200	\$ 3,903.06	0000001366
14829218	Cordata Shredding	10/14/2021	\$ 122.81	Off-site Secure Storage	6200	\$ 122.81	0000001306
14829219	DiscoverHubbl, Inc	10/14/2021	\$ 2,385.96	HOTSPOTS	6200	\$ 2,385.96	0000001440
14829220	AIR CRAFTS HEATING & AC INC.	10/14/2021	\$ 1,680.00	HVAC Equipment Maintenance - O	6200	\$ 1,680.00	0000001293
14829221	COLUMBIA PACIFIC TELESYSTEMS	10/14/2021	\$ 68.11	PHONE EQUIPMENT	6200	\$ 68.11	0000001300

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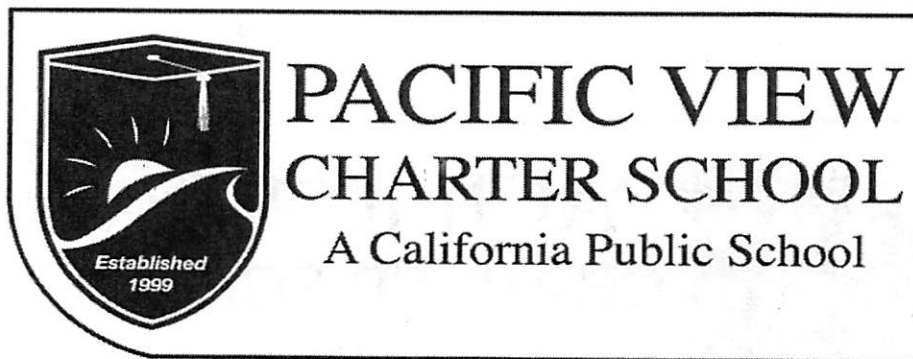
14829222	JAN-PRO OF SAN DIEGO	10/14/2021	\$ 3,799.00	Janitorial Services - Oceansid	6200	\$ 3,799.00	0000001355
14829223	KONICA MINOLTA BUS. SOLUTIONS	10/14/2021	\$ 870.11	LEASE - Oceanside - Student Fe	6200	\$ 559.24	0000001336
14829223	KONICA MINOLTA BUS. SOLUTIONS	10/14/2021	\$ 870.11	Lease - Oceanside - Office 15%	6200	\$ 98.69	0000001336
14829223	KONICA MINOLTA BUS. SOLUTIONS	10/14/2021	\$ 870.11	Oceanside Copier - Office 15%	6200	\$ 31.82	0000001336
14829223	KONICA MINOLTA BUS. SOLUTIONS	10/14/2021	\$ 870.11	Oceanside Copier - Student Fee	6200	\$ 180.36	0000001336
14829224	OFFICE DEPOT	10/14/2021	\$ 210.23	Office Supplies - OCEANSIDE CA	6200	\$ 11.52	0000001376
14829224	OFFICE DEPOT	10/14/2021	\$ 210.23	Office Depot - Student Supplie	6200	\$ 40.28	0000001385
14829224	OFFICE DEPOT	10/14/2021	\$ 210.23	Office Supplies - OCEANSIDE CA	6200	\$ 16.95	0000001376
14829224	OFFICE DEPOT	10/14/2021	\$ 210.23	Office Supplies -MV	6200	\$ 11.43	0000001376
14829224	OFFICE DEPOT	10/14/2021	\$ 210.23	Office Depot - Student Supplie	6200	\$ 64.77	0000001385
14829224	OFFICE DEPOT	10/14/2021	\$ 210.23	Office Depot - Student Supplie	6200	\$ 65.28	0000001385
14830330	Cordata Shredding	10/18/2021	\$ 79.37	Oceanside Shred	6200	\$ 79.37	0000001306
14830331	Nissan Motor Acceptance Corporation	10/18/2021	\$ 705.19	Nissan	6200	\$ 361.99	0000001319
14830331	Nissan Motor Acceptance Corporation	10/18/2021	\$ 705.19	Nissan	6200	\$ 343.20	0000001319
14830332	Reliable Translations Inc.	10/18/2021	\$ 735.00	Reliable Translations	6200	\$ 147.00	0000001399
14830332	Reliable Translations Inc.	10/18/2021	\$ 735.00	Reliable Translations	6200	\$ 147.00	0000001399
14830332	Reliable Translations Inc.	10/18/2021	\$ 735.00	Reliable Translations	6200	\$ 147.00	0000001399
14830332	Reliable Translations Inc.	10/18/2021	\$ 735.00	Reliable Translations	6200	\$ 147.00	0000001399
14830332	Reliable Translations Inc.	10/18/2021	\$ 735.00	Reliable Translations	6200	\$ 147.00	0000001399
14830332	Reliable Translations Inc.	10/18/2021	\$ 735.00	Reliable Translations	6200	\$ 147.00	0000001399
14830333	AVILES, KRYSTAL	10/18/2021	\$ 84.00	Fingerprint Reimbursement	6200	\$ 84.00	ER
14830334	ADT SECURITY SERVICES	10/18/2021	\$ 67.90	Security System - Moreno Valle	6200	\$ 67.90	0000001292
14830335	COX BUSINESS SERVICES	10/18/2021	\$ 742.24	Admin- Internet & Phone Servic	6200	\$ 69.16	0000001308
14830335	COX BUSINESS SERVICES	10/18/2021	\$ 742.24	Security Cameras Oceanside	6200	\$ 281.15	0000001349
14830335	COX BUSINESS SERVICES	10/18/2021	\$ 742.24	Student - Internet & Phone Ser	6200	\$ 391.93	0000001308
14830336	SPARKLETTS & SIERRA SPRINGS	10/18/2021	\$ 172.73	Bottled Water Service	6200	\$ 22.64	0000001368
14830336	SPARKLETTS & SIERRA SPRINGS	10/18/2021	\$ 172.73	Bottled Water Service	6200	\$ 150.09	0000001368
14830337	KIRA FOX	10/18/2021	\$ 80.00	Office Supplies - MoVal	6200	\$ 80.00	0000001382
14830338	SAN DIEGO COUNTY OFFICE OF	10/18/2021	\$ 25.00	FCMAT: Charter School Accounti	6200	\$ 25.00	0000001445
14831824	Interquest Group, Inc	10/21/2021	\$ 320.00	Campus - Search Dogs 10 Visit	6200	\$ 320.00	0000001334
14831825	Via Heart Project	10/21/2021	\$ 120.83	Pediatric Pads for AED Moreno	6200	\$ 120.83	0000001388
14831826	Specialized Therapy Services, Inc	10/21/2021	\$ 5,701.00	Specialized Therapy Services -	6200	\$ 5,701.00	0000001429
14831827	Reliable Translations Inc.	10/21/2021	\$ 147.00	Reliable Translations	6200	\$ 147.00	0000001399
14831828	Pediatric Therapy Services, LLC	10/21/2021	\$ 15,220.00	Stepping Stones - Sped Teacher	6200	\$ 15,220.00	0000001400
14831829	Intersection R & M Services, Inc	10/21/2021	\$ 532.49	Handyman Services _ Oceanside	6200	\$ 532.49	0000001354
14831830	Diamond Environmental Services, LP	10/21/2021	\$ 268.54	Handwash Basins - Student Lunc	6200	\$ 268.54	0000001350
14831831	Schola, Inc	10/21/2021	\$ 1,000.00	Schola Monthly Campaign	6200	\$ 1,000.00	0000001446
14831832	GUTIERREZ, GRISELDA	10/21/2021	\$ 74.00	Fingerprint Reimbursement	6200	\$ 74.00	ER

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14831833	NANPOR SECURITY SERVICES	10/21/2021	\$ 2,015.44	Security Guard Oceanside	6200	\$ 2,015.44	0000001430
14831834	LORI BENTLEY	10/21/2021	\$ 175.00	Mileage Reimbursement	6200	\$ 175.00	ER
14832767	MISSION FEDERAL CREDIT UNION	10/25/2021	\$ 6,380.72	Lively/Great Call - Cell Phone	6200	\$ 20.93	0000001396
14832767	MISSION FEDERAL CREDIT UNION	10/25/2021	\$ 6,380.72	Facebook Ads	6200	\$ 444.88	0000001314
14832767	MISSION FEDERAL CREDIT UNION	10/25/2021	\$ 6,380.72	Google Adworks	6200	\$ 1,500.00	0000001315
14832767	MISSION FEDERAL CREDIT UNION	10/25/2021	\$ 6,380.72	Maintenance and Building Suppl	6200	\$ 341.22	0000001358
14832767	MISSION FEDERAL CREDIT UNION	10/25/2021	\$ 6,380.72	Off-site Storage	6200	\$ 425.59	0000001362
14832767	MISSION FEDERAL CREDIT UNION	10/25/2021	\$ 6,380.72	Postage Supplies - Oceanside s	6200	\$ 109.41	0000001373
14832767	MISSION FEDERAL CREDIT UNION	10/25/2021	\$ 6,380.72	Postage Services - Satmps.com	6200	\$ 24.99	0000001373
14832767	MISSION FEDERAL CREDIT UNION	10/25/2021	\$ 6,380.72	Postage Services - MV Stamps.c	6200	\$ 24.99	0000001374
14832767	MISSION FEDERAL CREDIT UNION	10/25/2021	\$ 6,380.72	Mission Federal - Instruction	6200	\$ 1,644.64	0000001386
14832767	MISSION FEDERAL CREDIT UNION	10/25/2021	\$ 6,380.72	Attorney YMC - Trainings	6200	\$ 30.00	0000001395
14832767	MISSION FEDERAL CREDIT UNION	10/25/2021	\$ 6,380.72	MFCU - Instructional Supplies	6200	\$ 6.40	0000001404
14832767	MISSION FEDERAL CREDIT UNION	10/25/2021	\$ 6,380.72	Solar Panel and Window Washing	6200	\$ 850.00	0000001411
14832767	MISSION FEDERAL CREDIT UNION	10/25/2021	\$ 6,380.72	Lease Web	6200	\$ 79.37	0000001439
14832767	MISSION FEDERAL CREDIT UNION	10/25/2021	\$ 6,380.72	Vista Print - Staff Business C	6200	\$ 257.65	0000001447
14832767	MISSION FEDERAL CREDIT UNION	10/25/2021	\$ 6,380.72	sports teams rentals	6200	\$ 620.65	0000001444
14832768	ONE STOP TONER & INKJET	10/25/2021	\$ 194.82	TONER FOR PRINTERS	6200	\$ 194.82	0000001397
14834295	Hanna Plumbing	10/28/2021	\$ 604.30	Plumbing Maintenance Oside Cam	6200	\$ 604.30	0000001353
14834296	Reliable Translations Inc.	10/28/2021	\$ 294.00	Reliable Translations	6200	\$ 147.00	0000001399
14834296	Reliable Translations Inc.	10/28/2021	\$ 294.00	Reliable Translations	6200	\$ 147.00	0000001399
14834297	iHeartMedia Entertainment, Inc	10/28/2021	\$ 3,960.00	iheart Media Marketing	6200	\$ 3,960.00	0000001448
14834298	BAY ALARM	10/28/2021	\$ 688.05	Fire Alarm System - Oceanside	6200	\$ 688.05	0000001340
14834299	AT&T MOBILITY	10/28/2021	\$ 473.52	Cell phone service	6200	\$ 412.18	0000001302
14834299	AT&T MOBILITY	10/28/2021	\$ 473.52	Cell Phone Replacements	6200	\$ 61.34	0000001302
14834300	MORENO VALLEY UTILITY	10/28/2021	\$ 1,731.62	Electrical Utilities - Moreno	6200	\$ 1,731.62	0000001360
14834301	KIRA FOX	10/28/2021	\$ 80.00	Office Supplies - MoVal	6200	\$ 80.00	0000001382
14834302	FRONTIER	10/28/2021	\$ 470.96	Student - Phone & Internet Ser	6200	\$ 400.32	0000001310
14834302	FRONTIER	10/28/2021	\$ 470.96	Admin - Phone & Internet Servi	6200	\$ 70.64	0000001310
14834303	V TECHNOLOGY SOLUTION	10/28/2021	\$ 168.06	HARDWARE V-TECH	6200	\$ 168.06	0000001422



10.2



## 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.

This organization will be called The Chess Club and its purpose will be the following: Students will to learn how to play chess.

- II. Geoff Weeks has agreed to serve as the advisor for this organization for the school year.

We have attached:

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

III. Approved:

*Anna Campbell*

Executive Director

Date: 10-26-21

*[Signature]*

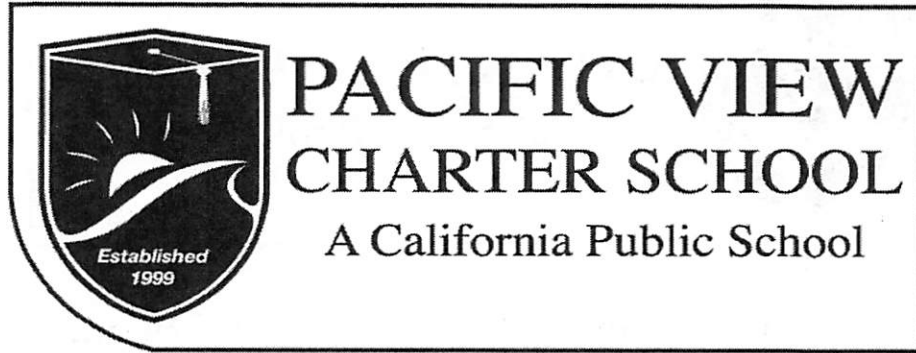
Advisor

Date: 10/26/21

*[Signature]*

Alternate Advisor

Date: 10/26/21



## **Constitution and Bylaws of the Chess Club.**

### **Article I. Name of club**

The official name of this organization shall be The Chess Club

### **Article II. Purpose**

The purpose of this club shall be to learn how to play chess.

### **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: Tuesdays during 7<sup>th</sup> and 8<sup>th</sup> grade lunch

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.

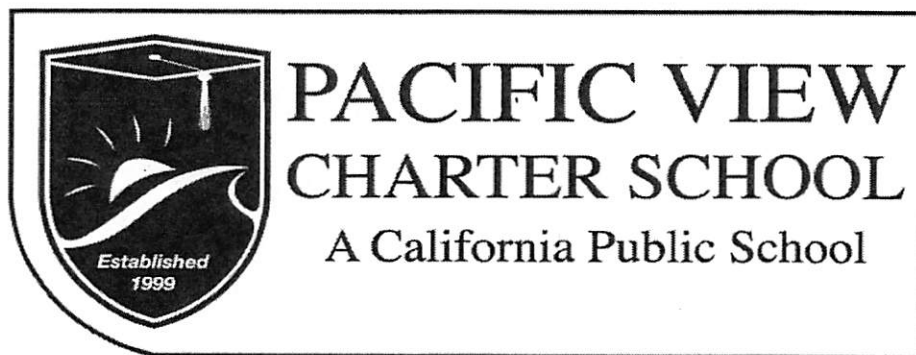
Section 2. All expenditures shall be approved by a majority of the club members, recorded in the minutes, and subject to the approval of the advisor, if applicable.

### **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.



## **Constitution and Bylaws of the Chess Club.**

### **Article I. Name of club**

The official name of this organization shall be The Chess Club

### **Article II. Purpose**

The purpose of this club shall be to learn how to play chess.

### **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: Tuesdays during 7<sup>th</sup> and 8<sup>th</sup> grade lunch and Thursdays after school from 2:30-3:00

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.

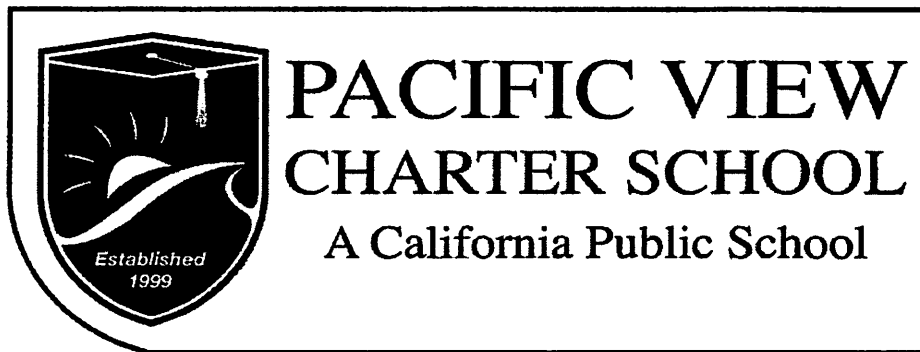
Section 2. All expenditures shall be approved by a majority of the club members, recorded in the minutes, and subject to the approval of the advisor, if applicable.

### **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.



## 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.

This organization will be called the Glee and Drama Club  
and its purpose will be the following:

We would like to learn songs to sing as a group and also learn scenes from different muxicals.

- II. Lisa Detavernier has agreed to serve as the advisor for this organization for the school year.

We have attached:

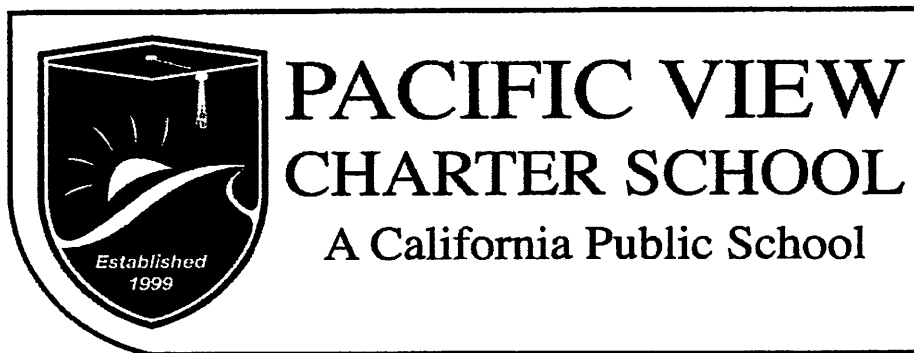
1. A copy of the constitution
2. A copy of the list of participants (must have a minimum of 5)

- III. Approved:

Lisa Campbell Date: 10-13-12  
Executive Director

Lisa Detavernier Date: 10/13/2021  
Advisor

\_\_\_\_\_  
Alternate Advisor Date: \_\_\_\_\_



**Constitution and Bylaws of the: Glee and Drama Club**

**Article I. Name of club**

The official name of this organization shall be The Glee and Drama Club

**Article II. Purpose**

The purpose of this club shall be: to learn songs to sing as a group as well as scenes from different musicals.

**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 Fridays at 2:00

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.

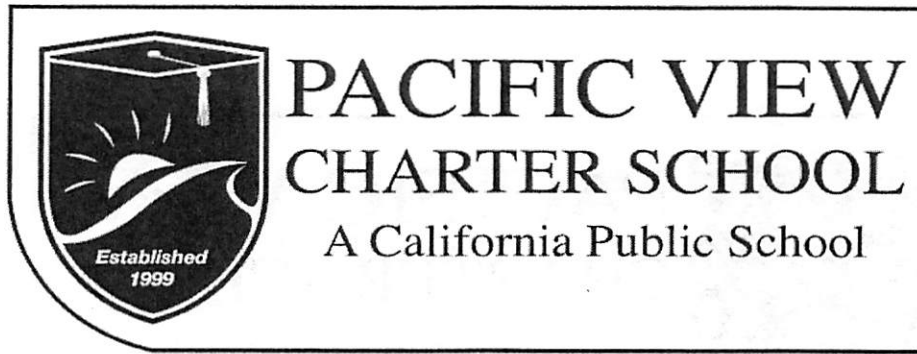
Section 2. All expenditures shall be approved by a majority of the club members, recorded in the minutes, and subject to the approval of the advisor, if applicable.

**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.



## 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.

This organization will be called the The Pacific View Times and its purpose will be the following:

The purpose of this club is to let other students have the chance to show off their writing skills, and to show their stories and poems. This newspaper will also be used as an advertisement for new sports, clubs, activities, or any field trips or fundraisers. This is also a fun and new way to make friends and get the word out. It's simple, it's "old school", and most of all, its fun!

- II. Alexander Baker has agreed to serve as the advisor for this organization for the school year.

We have attached:

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

- III. Approved:

Lina Campbell  
Executive Director

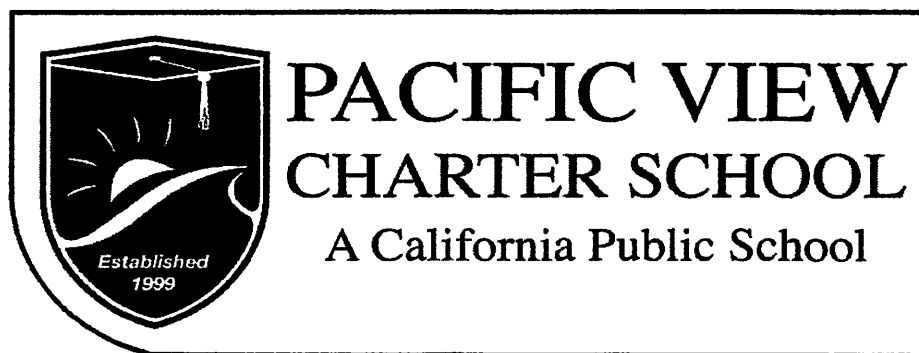
Date: 10-13-21

[Signature]  
Advisor

Date: 10/12/2021

\_\_\_\_\_  
Alternate Advisor

Date: \_\_\_\_\_



## **Constitution and Bylaws of the Pacific View Times**

### **Article I. Name of club**

The official name of this organization shall be The Pacific View Times

### **Article II. Purpose**

The purpose of this club shall be to:

let students have the chance to show off their writing skills and have fun.

### **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 Monday from 2:00-3:00.

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.



10.3

## Educator Effectiveness Plan

(21/22-25-26 School Years)

	Professional Development Activity	Provider	Receiving Staff	Proposed Date	Expected Cost
1.	Instructional Coaching -IF	Leadership	Teaching Staff	Ongoing	\$20,000/ year
2.	ELD Strategies	SDCOE	ELD Teacher	Spring 2022	\$500
3.	ELD Strategies Across the Curriculum	SDCOE	Teaching Staff		\$500
4.	SEL/RP Training	Various	All staff who work directly with students	Ongoing	\$10,000/ year
5.	Suicide Prevention	Boeski	All staff who work directly with students	Fall 2022	\$3500
6.	Development of TK Programs	Various	Leadership	Fall 2022	\$1000
7.	IEP Development Training	SELPA	SPED Staff	Fall 2022	\$2000
8.	Graduation Pathways Training	Leadership	All teaching staff	Winter 2022	\$5000
9.	Charter Conferences Trainings	CSDC, CCSA	Leadership and Teaching Staff	Ongoing	\$3000/yr

### Allowable Uses of Funds

EEF may be used to support professional learning for certificated teachers, administrators, paraprofessional educators, and certificated staff. Funds can be expended for any of the following purposes:

1. Coaching and mentoring of staff serving in an instructional setting and beginning teacher or administrator induction, including, but not limited to, coaching and mentoring solutions that address a local need for teachers that can serve all pupil populations with a focus on retaining teachers, and offering structured feedback and coaching systems organized around social-emotional learning, including, but not limited to, promoting teacher self-awareness, self-management, social awareness, relationships, and responsible decision making skills, improving teacher attitudes and beliefs about one's self and others, and supporting learning communities for educators to engage in a meaningful classroom teaching experience.
2. Programs that lead to effective, standards-aligned instruction and improve instruction in literacy across all subject areas, including English language arts, history-social science, science, technology, engineering, mathematics, and computer science.
3. Practices and strategies that reengage pupils and lead to accelerated learning.
4. Strategies to implement social-emotional learning, trauma-informed practices, suicide prevention, access to mental health services, and other approaches that improve pupil well-being.
5. Practices to create a positive school climate, including, but not limited to, restorative justice, training around implicit bias, providing positive behavioral supports, multitiered systems of support, transforming a schoolsite's culture to one that values diverse cultural and ethnic backgrounds, and preventing discrimination, harassment, bullying, and intimidation based on actual or perceived characteristics, including disability, gender, gender identity, gender expression, language, nationality, race or ethnicity, religion, or sexual orientation.
6. Strategies to improve inclusive practices, including, but not limited to, universal design for learning, best practices for early identification, and development of individualized education programs for individuals with exceptional needs.
7. Instruction and education to support implementing effective language acquisition programs for English learners, which may include integrated language development within and across content areas, and building and strengthening capacity to increase bilingual and biliterate proficiency.
8. New professional learning networks for educators not already engaged in an education-related professional learning network to support the requirements of subdivision (c).
9. Instruction, education, and strategies to incorporate ethnic studies curricula adopted pursuant to *EC* Section 51226.7 into pupil instruction for grades 7 to 12, inclusive.

10. Instruction, education, and strategies for certificated and classified educators in early childhood education, or childhood development.

## Educator Effectiveness Annual and Final Expenditure Reports

The education trailer bill, [AB 130, Chapter 44, Section 22](#) (Statutes of 2021, EC Section 41480), contains the requirements for the Educator Effectiveness Program.

LEAs shall submit an annual data report and an annual expenditure report detailing expenditure information to the California Department of Education (CDE), including, but not limited to, specific purchases made and the number of teachers, administrators, paraprofessional educators or classified staff that received professional development. The annual data and expenditure reports are due on or before September 30 of each year.

As a condition of receiving funds LEAs shall on or before September 30, 2026, report detailed final data and expenditure information to the CDE, including, but not limited to, specific purchases made and the number of teachers, administrators, paraprofessional educators, or classified staff that received professional development. Any funds not expended by June 30, 2026 must be returned to the CDE.

10.5

PACIFIC VIEW CHARTER SCHOOL

BOARD OF TRUSTEES' MEETING

November 16, 2021

2021/2022 FIRST INTERIM REPORT

**Pacific View Charter School  
2021/22 First Interim Budget  
Financial Summary – October 31, 2021**

Legislation outlined in Education Code Section 47604.33 requires Charter Schools to report their financial statements four times a year to their Sponsoring District, County Office of Education, and the California Department of Education. The financial reporting includes Budget Adoption, First Interim, Second Interim and Unaudited Actuals. The enclosed financial reports provide an update and detail of the School's 2021/22 financial status, First interim 2021/22 Budget and projections for two subsequent fiscal years. The 2021/22 Budget will require the Board's review and action.

The First Interim 2020/21 Budget includes the following items:

- ✓ 2021/22 Multi-year Projection and Assumptions
- ✓ 2021/22 Local Control Funding Formula Summary
- ✓ 2021/22 School Services Dartboard
- ✓ 2021/22 First Interim Certification Form

California Department of Education created the LCFF calculator. LCFF base funding, supplemental and concentration grants are calculated using CDE's First Interim model. SSC Dartboard reflect the per student formula. PVCS continues to project conservative enrollment for the current and two following school years. Enrollment and other financial data will be updated at Second Interim.

	K-3	4-6	7-8	9-12
LCFF Base Grant	\$8,935	\$8,215	\$8,458	\$10,057
Supplemental Grants	20%	20%	20%	20%
Concentration Grants	50%	50%	50%	50%

**First Interim Budget Enrollment and Average Daily Attendance (A.D.A)**

	2021/22	2022/23	2023/24
Enrollment	588	618	648
A.D.A	683.56	707.67	742.47
A.D.A. Ratio	1.16%	1.15%	1.15%

**Pacific View Charter School  
2021/22 First Interim Budget  
Financial Summary – October 31, 2021**

The spreadsheet below reflects all changes that have taken place since the Working Adopted Budget was approved.

<b>Revenue Budget Line Item</b>	<b>Description</b>	<b>Amount</b>
62-00-0000-8096001	Def Rev-In-Lieu Prop Tax PY	\$224,071.00
62-00-0000-8096	Prop Tax Increase	\$35,369.00
62-00-0000-8699003	CSFA Credit Enhancement Fee	\$221,911.00
62-00-3310-8181001	IDEA PY	\$4,714.00
62-00-6500-8792001	ERMS/State PY	\$128,935.00
62-00-6500-8792	Special Ed Gen Fund	\$24,521.00
62-00-0000-8660	PY Interest	\$169.54
62-00-0000-8660	Interest	\$167.88
62-00-1400-8012	EPA	\$-238,912.00
62-00-0000-8011	LCFF	\$-536,267.00
62-00-0000-8011001	Def Rev -LCFF	\$1,026,508.00
<b>TOTAL Revenue</b>		<b>\$891,187.42</b>

<b>Expenditure Budget Line Item</b>	<b>Description</b>	<b>Amount</b>
62-00-0000-5300	Membership	\$7,625.00
62-00-0000-1100	Certificated	\$-153,445.24
62-00-0000-3000	Benefits	\$-69,736.18
62-00-0000-2100	Classified	\$917.00
62-00-0000-3000	Benefits	\$-1,465.00
62-00-0000-5800	Intercept Pymts	\$1,020,945.00
62-00-0000-2300/2400	Vaca Payout/Bus Office	\$13,933.00
62-00-6500-1100	SpEd Certificated	\$12,568.00
62-00-0000-5200	Conference Fee	\$798.00
62-00-0000-5800	Self/Edjoin/SSC	\$3,370.00
62-00-6500-5800	SEIS	\$16.00
<b>Total Expenditure Increase</b>		<b>\$835,526.42</b>



**PACIFIC VIEW CHARTER SCHOOL  
MULTI-YEAR PROJECTION  
2021-2024 First Interim Budget**

ENTERPRISE FUND		2021-22 Working Adopted Budget	2021-22 First Interim Budget	2021-22 Projected Budget	2022-23 Projected Budget
<b>A. REVENUES</b>					
1) Revenue Limit Sources	8010-8099	8,605,979	9,116,748	8,941,466	9,969,890
2) Other Federal Revenues	8100-8299		0	0	0
3) Other State Revenues	8300-8599	177,623	886,214	727,565	727,565
4) Other Local Revenues	8600-8799	560,421	232,248	10,000	10,000
<b>5) TOTAL REVENUES</b>		<b>9,344,023</b>	<b>10,235,210</b>	<b>9,679,031</b>	<b>10,707,455</b>
<b>B. EXPENDITURES</b>					
1) Certificated Salaries	1000-1999	3,757,309	3,603,866	3,711,982	3,823,341
2) Classified Salaries	2000-2999	1,151,936	1,165,394	1,200,356	1,236,366
3) Employee Fringes	3000-3999	1,813,549	1,764,001	1,920,834	1,990,823
4) Books, Supplies, Non-Capital Equip	4000-4999	498,479	474,671	488,911	503,578
5) Services, Other Operating Exp	5000-5999	2,080,011	3,128,879	2,201,800	2,267,854
7) Other Outgo	7100-7299	0	0	0	0
8) Direct Support/Indirect Costs	7300-7399	0	0	0	0
<b>9) TOTAL EXPENDITURES</b>		<b>9,301,284</b>	<b>10,136,810</b>	<b>9,523,883</b>	<b>9,821,963</b>
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES &amp; USES</b>		<b>42,739</b>	<b>98,400</b>	<b>155,148</b>	<b>885,492</b>
<b>D. Other Financing Sources/Uses</b>					
1) Interfund Transfers In - 8919					
2) Interfund Transfers Out - 7619					
<b>E. Net Increase(Decrease) in Fund Balance</b>		<b>42,739</b>	<b>98,400</b>	<b>155,148</b>	<b>885,492</b>
<b>F. FUND BALANCE, RESERVES</b>					
1) Fund 62/62-01 Beginning Balance/July 1		7,405,419	7,405,419	7,503,819	7,658,967
2) Ending Balance		7,448,158	7,503,819	7,658,967	8,544,459
<b>Components of Fund Balance</b>					
Restricted for Econ Uncert.		279,039	304,104	285,716	294,659
Restricted for Special Purposes		7,169,119	7,199,714	7,373,251	8,249,800
Undesignated		0	0	0	0
<b>Total Components of Fund Balance</b>		<b>7,448,158</b>	<b>7,503,819</b>	<b>7,658,967</b>	<b>8,544,459</b>

**PACIFIC VIEW CHARTER SCHOOL  
MULTI-YEAR PROJECTION  
2021-2024 First Interim Budget**

		<b>2021-22 Working Adopted</b>	<b>2021-22 First Interim</b>	<b>2021-22 Projected Budget</b>	<b>2022-23 Projected Budget</b>
Designated for Economic Uncertainty	9770-000	279,039	304,104	285,716	294,659
<b>TOTAL</b>		<b>279,039</b>	<b>304,104</b>	<b>285,716</b>	<b>294,659</b>
Revolving Cash Reserve	9711-000	500	500	500	500
Deferred Maintenance Reserve	9780-009				
Laptops/Laptop Cart Replacements	9780-008				
Payroll/Facilities Reserve	9780-007				
Land/Bldg/Deprec/Growth	9780-000	6,942,586	6,973,181	7,146,718	8,023,267
Long Term Debt Reserve (Building)	9780-012	217,571	217,571	217,571	217,571
Long Term Debt Reserve (Automobile)	9780-013	8,462	8,462	8,462	8,462
<b>TOTAL</b>		<b>7,169,119</b>	<b>7,199,714</b>	<b>7,373,251</b>	<b>8,249,800</b>
Undesignated	9790-000	0	0	(0)	0
<b>TOTAL</b>		<b>0</b>	<b>0</b>	<b>(0)</b>	<b>0</b>
<b>TOTAL RESERVES</b>		<b>7,448,158</b>	<b>7,503,818</b>	<b>7,658,967</b>	<b>8,544,459</b>

**PACIFIC VIEW CHARTER SCHOOL  
MULTI-YEAR PROJECTION  
2021-2024 First Interim Budget**

	<b>2021-22 PROJECTED</b>	<b>2021-22 PROJECTED</b>	<b>2022-23 PROJECTED</b>
<b><u>REVENUE</u></b>			
1. COLA	5.07%	2.48%	3.11%
2. LOTTERY	\$163.00	\$163.00	\$163.00
3. ENROLLMENT ESTIMATES			
Totals	588	618	648
4. ENROLLMENT INCREASE(DECREASE)	0	30	30
5. REVENUE LIMIT ADA	683.56	707.67	742.47
<b><u>EXPENDITURES</u></b>			
1. FRINGE BENEFIT RATES			
STRS State Teachers Retirement System	16.92%	19.100%	19.10%
PERS Public Employee Retirement System	22.910%	26.100%	27.100%
Social Security	6.20%	6.20%	6.20%
Medicare	1.45%	1.45%	1.45%
SUI State Unemployment Insurance/ 09/10 .30%	1.10%	1.10%	1.10%
Workers Compensation/09/10 1.80%	1.89%	1.89%	1.89%
Health Insurance cost per year	\$ 562,056	\$ 578,917	\$ 596,285
Books and Supplies/Other Operating Services	5%	3%	3%

**PACIFIC VIEW CHARTER SCHOOL  
MULTI-YEAR PROJECTION  
2021-2024 First Interim Budget**

<b>REVENUES</b>	<b>2021-22</b>	<b>2022-23</b>	<b>2023-24</b>
<i>Total Student Enrollment</i>	<b>588</b>	<b>618</b>	<b>648</b>
<i>Total Student ADA</i>	<b>683.56</b>	<b>707.67</b>	<b>742.47</b>
<i>Student ADA at 111% - MS - Grade K-3</i>	<b>21.28</b>	<b>25.02</b>	<b>30.32</b>
<i>Student ADA at 111% - MS - Grade 4-6</i>	<b>30.07</b>	<b>34.67</b>	<b>41.96</b>
<i>Student ADA at 111% - MS - Grade 7-8</i>	<b>43.53</b>	<b>48.77</b>	<b>59.86</b>
<i>Student ADA at 111% - HS - Grade 9-12</i>	<b>588.68</b>	<b>599.21</b>	<b>610.33</b>
<b>Revenue Limit Sources</b>			
0000-000 8011 LCFF Base Funding	2,624,587	3,045,422	3,639,212
0000-000-8011-001 LCFF Base Funding Prior Year	1,026,508	0	0
0000-500-8011 Supplemental & Concentration Grants	1,140,475	1,650,286	1,876,133
1400-000-8012 Education Protection Account	1,488,171	1,632,822	1,841,609
0000-000-8096 In lieu of Property Taxes-Included in Prin Appor	2,612,936	2,612,936	2,612,936
0000-000-8096 PY In lieu Property Tax	224,071	0	0
<b>TOTALS</b>	<b>9,116,748</b>	<b>8,941,466</b>	<b>9,969,890</b>
<b>Other State Revenues</b>			
6500-5001-8792 Special Education	496,192	496,192	496,192
6500-5001-8792 PY Special Education	128,935		
3310-5001-8181 IDEA	78,750	78,750	78,750
3310-5001-8181001 PY IDEA	4,714		
1100-000-8560 State Lottery - CY Unrestricted	113,535	113,535	113,535
6300-000-8560 State Lottery - CY Restricted	37,088	37,088	37,088
Various-8590 Star Testing Revenue	2,000	2,000	2,000
0000-000-8550 Mandated Block Grant	25,000	0	0
<b>TOTALS</b>	<b>886,214</b>	<b>727,565</b>	<b>727,565</b>
<b>Other Local Revenues</b>			
0000-000-8660 Interest	8,337	8,000	8,000
0000-000-8699 All other local revenue	2,000	2,000	2,000
0000-000-8699-003 CSFA ASAP Bridge Loan	221,911	0	0
<b>TOTALS</b>	<b>232,248</b>	<b>10,000</b>	<b>10,000</b>
<b>TOTAL REVENUE</b>	<b>\$10,235,210</b>	<b>\$9,679,031</b>	<b>\$10,707,455</b>

**PACIFIC VIEW CHARTER SCHOOL  
MULTI-YEAR PROJECTION  
2021-2024 First Interim Budget**

<b>EXPENDITURES</b>		<b>2021-22</b>	<b>2021-22</b>	<b>2022-23</b>
<b><i>Certificated Salaries</i></b>				
1000-1999		<b>3,603,866</b>	<b>3,711,982</b>	<b>3,823,341</b>
<b><i>Classified Salaries</i></b>				
2000-2999		<b>1,165,394</b>	<b>1,200,356</b>	<b>1,236,366</b>
<b><i>Employee Fringes</i></b>				
3111/3211 STRS		618,217	708,989	730,258
3212 PERS		259,562	313,293	335,055
3311/3312 Social Security		76,068	74,422	76,655
3321/3322 Medicare		71,073	71,229	73,366
3401/3402 Health & Welfare Benefits		562,056	578,917	596,285
3501/3502 Unemployment Insurance		78,778	81,141	83,575
3601/3602 Workman's Compensation Ins.		98,247	92,843	95,628
<b>TOTALS</b>		<b>1,764,001</b>	<b>1,920,834</b>	<b>1,990,823</b>
<b><i>Books and Supplies</i></b>				
4000-4999		<b>474,671</b>	<b>488,911</b>	<b>503,578</b>
<b><i>Services, Other Operating Expense</i></b>				
5000-5999		<b>3,128,879</b>	<b>2,201,800</b>	<b>2,267,854</b>
conferences, mileage, dues & memberships, insurance, gas & electricity, irrigation, trash, pest control, contracted				
cleaning services, leases, maintenance agreements, grounds & repairs, equipment leases, bank expenses,				
contracted services, bottled water, employment services, security services, charter buses, software licensing,				
print shop services, SDCOE systems, oversight fee, payroll services, legal expenses, advertising, telephones &				
cell phones, postage, internet costs				
<b><i>Other Outgo</i></b>		<b>0</b>	<b>0</b>	<b>0</b>
<b><i>Direct Support/Indirect Costs</i></b>		<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTAL EXPENDITURES</b>		<b>\$10,136,810</b>	<b>\$9,523,883</b>	<b>\$9,821,963</b>

Pacific View Charter (3731221) - 2021-22 First Interim Report		10/31/2021		
	2021-22	2022-23	2023-24	
SUMMARY OF FUNDING				
General Assumptions				
COLA & Augmentation	5.07%	4.96%	6.22%	
Base Grant Proration Factor	0.00%	0.00%	0.00%	
Add-on, ERT & MSA Proration Factor	0.00%	0.00%	0.00%	
LCFF Entitlement				
Base Grant	\$6,557,662	\$7,109,097	\$7,891,983	
Grade Span Adjustment	168,032	182,083	201,774	
Supplemental Grant	854,297	1,044,389	1,176,023	
Concentration Grant	286,178	605,897	700,110	
Add-ons: Targeted Instructional Improvement Block Grant	-	-	-	
Add-ons: Home-to-School Transportation	-	-	-	
Add-ons: Small School District Bus Replacement Program	-	-	-	
Total LCFF Entitlement Before Adjustments, ERT & Additional State Aid	\$7,866,169	\$8,941,466	\$9,969,890	
Miscellaneous Adjustments	-	-	-	
Economic Recovery Target	-	-	-	
Additional State Aid	-	-	-	
Total LCFF Entitlement	7,866,169	8,941,466	9,969,890	
LCFF Entitlement Per ADA	\$ 11,508	\$ 12,635	\$ 13,428	
Components of LCFF By Object Code				
State Aid (Object Code 8011)	\$ 3,765,062	\$ 4,695,708	\$ 5,515,345	
EPA (for LCFF Calculation purposes)	\$ 1,488,171	\$ 1,632,822	\$ 1,841,609	
Local Revenue Sources:				
Property Taxes (Object 8021 to 8089)	\$ -	\$ -	\$ -	
In-Lieu of Property Taxes (Object Code 8096)	2,612,936	2,612,936	2,612,936	
Property Taxes net of In-Lieu	\$ -	\$ -	\$ -	
TOTAL FUNDING	7,866,169	8,941,466	9,969,890	
Basic Aid Status	\$ -	\$ -	\$ -	
Excess Taxes	\$ -	\$ -	\$ -	
EPA in Excess to LCFF Funding	\$ -	\$ -	\$ -	
Total LCFF Entitlement	7,866,169	8,941,466	9,969,890	

SUMMARY OF EPA				
% of Adjusted Revenue Limit - Annual	70.06785065%	70.06785065%	70.06785065%	
% of Adjusted Revenue Limit - P-2	70.06785065%	70.06785065%	70.06785065%	
EPA (for LCFF Calculation purposes)	\$ 1,488,171	\$ 1,632,822	\$ 1,841,609	
EPA, Current Year (Object Code 8012)	\$ 1,488,171	\$ 1,632,822	\$ 1,841,609	
(P-2 plus Current Year Accrual)				
EPA, Prior Year Adjustment (Object Code 8019)	\$ 0.44	\$ -	\$ -	
(P-A less Prior Year Accrual)				
Accrual (from Data Entry tab)	-	-	-	

Pacific View Charter (3731221) - 2021-22 First Interim Report		10/31/2021				
	2021-22	2022-23	2023-24			
LCAP PERCENTAGE TO INCREASE OR IMPROVE SERVICES						
Base Grant (Excludes add-ons for TIIG and Transportation )	\$	6,725,694	\$	7,291,180	\$	8,093,757
Supplemental and Concentration Grant funding in the LCAP year	\$	1,140,475	\$	1,650,286	\$	1,876,133
Percentage to Increase or Improve Services		16.96%		22.63%		23.18%
SUMMARY OF STUDENT POPULATION						
Unduplicated Pupil Population						
Enrollment		588		618		648
COE Enrollment		-		-		-
Total Enrollment		588		618		648
Unduplicated Pupil Count		427		449		471
COE Unduplicated Pupil Count		-		-		-
Total Unduplicated Pupil Count		427		449		471
Rolling %, Supplemental Grant		63.5100%		71.6200%		72.6500%
Rolling %, Concentration Grant		63.5100%		71.6200%		72.3000%

Pacific View Charter (3731221) - 2021-22 First Interim Report		10/31/2021	
	2021-22	2022-23	2023-24
<b>SUMMARY OF LCFF ADA</b>			
<b>Prior Year ADA for the Hold Harmless - ( net of current year charter shift)</b>			
Grades TK-3	-	-	-
Grades 4-6	-	-	-
Grades 7-8	-	-	-
Grades 9-12	-	-	-
<b>LCFF Subtotal</b>	-	-	-
NSS	-	-	-
<b>Combined Subtotal</b>	-	-	-
<b>Current Year ADA</b>			
Grades TK-3	21.28	25.02	30.32
Grades 4-6	30.07	34.67	41.96
Grades 7-8	43.53	48.77	59.86
Grades 9-12	588.68	599.21	610.33
<b>LCFF Subtotal</b>	683.56	707.67	742.47
NSS	-	-	-
<b>Combined Subtotal</b>	683.56	707.67	742.47
<b>Change in LCFF ADA (excludes NSS ADA)</b>	683.56	707.67	742.47
	Increase	Increase	Increase
<b>Funded LCFF ADA for the Hold Harmless</b>			
Grades TK-3	21.28	25.02	30.32
Grades 4-6	30.07	34.67	41.96
Grades 7-8	43.53	48.77	59.86
Grades 9-12	588.68	599.21	610.33
<b>Subtotal</b>	683.56	707.67	742.47
	Current	Current	Current
<b>Funded NSS ADA</b>			
Grades TK-3	-	-	-
Grades 4-6	-	-	-
Grades 7-8	-	-	-
Grades 9-12	-	-	-
<b>Subtotal</b>	-	-	-
	Prior	Prior	Prior
<b>NPS, CDS, &amp; COE Operated</b>			
Grades TK-3	-	-	-
Grades 4-6	-	-	-
Grades 7-8	-	-	-
Grades 9-12	-	-	-
<b>Subtotal</b>	-	-	-
<b>ACTUAL ADA (Current Year Only)</b>			
Grades TK-3	21.28	25.02	30.32
Grades 4-6	30.07	34.67	41.96
Grades 7-8	43.53	48.77	59.86
Grades 9-12	588.68	599.21	610.33
<b>Total Actual ADA</b>	683.56	707.67	742.47
<b>TOTAL FUNDED ADA</b>			
Grades TK-3	21.28	25.02	30.32
Grades 4-6	30.07	34.67	41.96
Grades 7-8	43.53	48.77	59.86
Grades 9-12	588.68	599.21	610.33
<b>Total</b>	<b>683.56</b>	<b>707.67</b>	<b>742.47</b>
<i>Funded Difference (Funded ADA less Actual ADA)</i>	-	-	-



Pacific View Charter (3731221) - 2021-22 First Interim Report		10/31/2021		
		2021-22	2022-23	2023-24
<b>PER-ADA FUNDING LEVELS</b>				
<b>Base, Supplemental and Concentration Rate per ADA</b>				
Grades TK-3	\$	10,450	\$ 11,499	\$ 12,269
Grades 4-6	\$	9,608	\$ 10,574	\$ 11,281
Grades 7-8	\$	9,892	\$ 10,887	\$ 11,616
Grades 9-12	\$	11,762	\$ 12,944	\$ 13,811
<b>Base Grants</b>				
Grades TK-3	\$	8,093	\$ 8,494	\$ 9,022
Grades 4-6	\$	8,215	\$ 8,622	\$ 9,158
Grades 7-8	\$	8,458	\$ 8,878	\$ 9,430
Grades 9-12	\$	9,802	\$ 10,288	\$ 10,928
<b>Grade Span Adjustment</b>				
Grades TK-3	\$	842	\$ 883	\$ 938
Grades 9-12	\$	255	\$ 267	\$ 284
<b>Prorated Base, Supplemental and Concentration Rate per ADA</b>				
Grades TK-3	\$	8,935	\$ 9,377	\$ 9,960
Grades 4-6	\$	8,215	\$ 8,622	\$ 9,158
Grades 7-8	\$	8,458	\$ 8,878	\$ 9,430
Grades 9-12	\$	10,057	\$ 10,555	\$ 11,212
<b>Prorated Base Grants</b>				
Grades TK-3	\$	8,093	\$ 8,494	\$ 9,022
Grades 4-6	\$	8,215	\$ 8,622	\$ 9,158
Grades 7-8	\$	8,458	\$ 8,878	\$ 9,430
Grades 9-12	\$	9,802	\$ 10,288	\$ 10,928
<b>Prorated Grade Span Adjustment</b>				
Grades TK-3	\$	842	\$ 883	\$ 938
Grades 9-12	\$	255	\$ 267	\$ 284
<b>Supplemental Grant</b>		20%	20%	20%
<b>Maximum - 1.00 ADA, 100% UPP</b>				
Grades TK-3	\$	1,787	\$ 1,875	\$ 1,992
Grades 4-6	\$	1,643	\$ 1,724	\$ 1,832
Grades 7-8	\$	1,692	\$ 1,776	\$ 1,886
Grades 9-12	\$	2,011	\$ 2,111	\$ 2,242
<b>Actual - 1.00 ADA, Local UPP as follows:</b>		63.51%	71.62%	72.65%
Grades TK-3	\$	1,135	\$ 1,343	\$ 1,447
Grades 4-6	\$	1,043	\$ 1,235	\$ 1,331
Grades 7-8	\$	1,074	\$ 1,272	\$ 1,370
Grades 9-12	\$	1,277	\$ 1,512	\$ 1,629
<b>Concentration Grant (&gt;55% population)</b>		50%	50%	50%
<b>Maximum - 1.00 ADA, 100% UPP</b>				
Grades TK-3	\$	4,468	\$ 4,689	\$ 4,980
Grades 4-6	\$	4,108	\$ 4,311	\$ 4,579
Grades 7-8	\$	4,229	\$ 4,439	\$ 4,715
Grades 9-12	\$	5,029	\$ 5,278	\$ 5,606
<b>Actual - 1.00 ADA, Local UPP &gt;55% as follows:</b>		8.5100%	16.6200%	17.3000%
Grades TK-3	\$	380	\$ 779	\$ 862
Grades 4-6	\$	350	\$ 716	\$ 792
Grades 7-8	\$	360	\$ 738	\$ 816
Grades 9-12	\$	428	\$ 877	\$ 970

## SSC School District and Charter School Financial Projection Dartboard 2021–22 Enacted State Budget

This version of the School Services of California Inc. (SSC) Financial Projection Dartboard is based on the 2021–22 Enacted State Budget. We have updated the cost-of-living adjustment (COLA), Consumer Price Index (CPI), and ten-year T-bill planning factors per the latest economic forecasts. We have also updated the Local Control Funding Formula (LCFF) factors. We rely on various state agencies and outside sources in developing these factors, but we assume responsibility for them with the understanding that they are general guidelines.

LCFF PLANNING FACTORS					
Factor	2020–21	2021–22	2022–23	2023–24	2024–25
Department of Finance Statutory COLA	2.31%	1.70% <sup>1</sup>	2.48% <sup>2</sup>	3.11% <sup>2</sup>	3.54% <sup>2</sup>
Planning COLA	0.00%	5.07% <sup>3</sup>	2.48%	3.11%	3.54%

LCFF GRADE SPAN FACTORS FOR 2021–22				
Entitlement Factors per ADA*	K–3	4–6	7–8	9–12
2020–21 Base Grants	\$7,702	\$7,818	\$8,050	\$9,329
Mega COLA at 5.07%	\$391	\$397	\$408	\$473
2021–22 Base Grants	\$8,093	\$8,215	\$8,458	\$9,802
Grade Span Adjustment Factors	10.4%	–	–	2.6%
Grade Span Adjustment Amounts	\$842	–	–	\$255
2021–22 Adjusted Base Grants <sup>4</sup>	\$8,935	\$8,215	\$8,458	\$10,057

\*Average daily attendance (ADA)

OTHER PLANNING FACTORS						
Factors		2020–21	2021–22	2022–23	2023–24	2024–25
California CPI		2.40%	3.96%	2.65%	2.36%	2.51%
California Lottery	Unrestricted per ADA	\$169.72	\$163.00	\$163.00	\$163.00	\$163.00
	Restricted per ADA	\$73.63	\$65.00	\$65.00	\$65.00	\$65.00
Mandate Block Grant (District)	Grades K–8 per ADA	\$32.18	\$32.79	\$33.60	\$34.64	\$35.87
	Grades 9–12 per ADA	\$61.94	\$63.17	\$64.74	\$66.75	\$69.11
Mandate Block Grant (Charter)	Grades K–8 per ADA	\$16.86	\$17.21	\$17.64	\$18.19	\$18.83
	Grades 9–12 per ADA	\$46.87	\$47.84	\$49.03	\$50.55	\$52.34
Interest Rate for Ten-Year Treasuries		1.26%	2.14%	2.60%	2.70%	2.80%
CalSTRS Employer Rate <sup>5</sup>		16.15%	16.92%	19.10%	19.10%	19.10%
CalPERS Employer Rate <sup>5</sup>		20.70%	22.91%	26.10%	27.10%	27.70%
Unemployment Insurance Rate <sup>6</sup>		0.05%	0.50%	0.50%	0.20%	0.20%

STATE MINIMUM RESERVE REQUIREMENTS	
Reserve Requirement	District ADA Range
The greater of 5% or \$71,000	0 to 300
The greater of 4% or \$71,000	301 to 1,000
3%	1,001 to 30,000
2%	30,001 to 400,000
1%	400,001 and higher

<sup>1</sup>Applies to Child Nutrition, Preschool, Foster Youth, American Indian Education Centers/American Indian Early Childhood Education, and Mandate Block Grant.

<sup>2</sup>Amounts carried forward from the May Revision as they do not materially differ from COLA calculated by independent economist, and the Department of Finance has not provided updated figures.

<sup>3</sup>Amount represents the 2021–22 statutory COLA of 1.70% plus an augmentation of 1.00%, compounded with the 2020–21 unfunded statutory COLA of 2.31%.

<sup>4</sup>Additional funding is provided for students who are designated as eligible for free or reduced-price meals, foster youth, and English language learners. A 20% augmentation is provided for each eligible student with an additional 65% for each eligible student beyond the 55% identification rate threshold.

<sup>5</sup>California Public Employees' Retirement System (CalPERS) and California State Teachers' Retirement System (CalSTRS) rates in 2021–22 are final. Rates in the following years are subject to change based on determination by the respective governing boards.

<sup>6</sup>Unemployment rate in 2021–22 and 2022–23 are final based on the 2021 State Enacted Budget, and the subsequent years' rates are subject to actual experience of the pool and will be calculated in accordance with California Unemployment Insurance Code Section 823(b)(2)(D)

Pacific View Charter School  
First Interim Report  
Charter Number 247  
CDE Number 37-73569  
Fiscal Year 2021/2022  
Charter School Certification

2021/2022 First Interim is hereby submitted to the chartering authority and the county superintendent of schools.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Charter School Official

Printed Name: Gina Campbell, Executive Director

For additional information on the First Interim Report, please contact:

Kira Fox, Director of Central Office & Finance  
760-757-0161 Ext.105  
kfox@pacificview.org

10.6

# **Resources > Charter Currents > Charter Currents: Governor Signs Legislation Authorizing Board Teleconferencing Flexibility but Delays Implementation a Bit**

**Sacramento, CA**—On September 16, Governor Newsom signed AB 361, legislation to facilitate teleconferencing of public meetings during states of emergency into law and, followed four days later with Executive Order N-15-21, which delays the implementation of AB 361 until October 1. AB 361 amends California's various public agency open meeting laws, including the Brown Act and codifies public agencies' ability to conduct meetings via teleconference, notwithstanding some of the usual provisions that make teleconferences impractical during emergencies. This should give governing boards extended flexibility to teleconference during the pandemic after the governor's current executive orders allowing this flexibility to expire on September 30.

The details of AB 361, however, differ from the current teleconferencing flexibility afforded public agencies. Charter school governing boards should review the specifics of AB 361 and take action to decide whether and how to take advantage of its flexibility, ideally prior to October 1 or shortly thereafter. Under long-standing law, the Brown Act allows for teleconferencing during public meetings, but is subject to numerous restrictions, some of which are difficult or impossible to implement during emergency situations (e.g., requiring an open facility at each teleconference location, which is difficult or impossible when social distancing).

## **When Is Teleconferencing Flexibility Applicable?**

AB 361 flexes some, but not all of the usual restrictions on teleconferencing during specified states of emergency. It provides that legislative bodies (governing boards and subject board committees) may use teleconferencing without complying with some of the usual restrictions during a "proclaimed state of emergency," in any of the following three circumstances:

- **Required or recommended social distancing:** During periods when state or local officials have imposed or recommended measures to promote social distancing.
- **Meeting to determine health/safety risks:** When the legislative body meets for the purpose of determining, by majority vote, whether, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees. CSDC presumes that charter schools enjoy a reasonable degree of local discretion to make such determinations, subject to the larger requirement that the governor has proclaimed a state of emergency pursuant to Government Code section 8625.
- **Meeting after determining immediate health/safety risks exist:** After a legislative body has made the determination (noted immediately above) that meeting in person would present imminent risks to health and safety.

If one or more of the above three apply, the legislative body may use the more flexible teleconferencing provisions inserted by AB 361, subject to the many details described below. Note that while it appears that either state or local orders or recommendations to implement social distancing can be considered (per the first bullet point above), and the determination of health/safety risks is made at the local level (per the second and third points above), all three are subject to the threshold requirement that the governor declare a state of emergency pursuant to the Government Code.

If a state of emergency as declared by the governor continues to remain active, legislative bodies must "re-up" their decision to teleconference using this flexibility within 30 days after their initial teleconference, and every 30 days thereafter. Doing so, a legislative body must make the following findings, by majority vote:

- The body has reconsidered the circumstances of the state of emergency.
- Either of the following circumstances exist: (1) The state of emergency continues to directly impact the ability of the members to meet safely in person, and/or (2) state or local officials continue to impose or recommend measures to promote social distancing.

10.7

NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES

MASTER CONTRACT

*2021-2022*



# MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA PACIFIC VIEW CHARTER

Contract Year 2021-2022

           Nonpublic School

  X   Nonpublic Agency

## **Type of Contract:**

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

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

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

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

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**2021-2022**

**CONTRACT NUMBER:**

**LOCAL EDUCATION AGENCY:** PACIFIC VIEW CHARTER

**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:** BEACH KIDS THERAPY CENTER

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

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract (or “Contract”) is entered into on July 1, 2021, between PACIFIC VIEW CHARTER, hereinafter referred to as the local educational agency (“LEA”), a member of the EL DORADO CHARTER SELPA and BEACH KIDS THERAPY CENTER (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or “CONTRACTOR” for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

**2. CERTIFICATION AND LICENSES**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider’s license, certification and/or credential. A current copy of CONTRACTOR’s NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

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

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

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

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

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

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

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2021 to June 30, 2022 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2022. In the event the contract negotiations are not agreed to by June 30<sup>th</sup>, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

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

## **5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

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

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

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

## **6. INDIVIDUAL SERVICES AGREEMENT ("ISA")**

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

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

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

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

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

## **7. DEFINITIONS**

The following definitions shall apply for purposes of this contract:

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

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

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

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

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

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

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

All notices provided for by this Contract shall be in writing. Notices shall be mailed 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; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.



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

**10. SEVERABILITY CLAUSE**

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

**11. SUCCESSORS IN INTEREST**

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

**12. VENUE AND GOVERNING LAW**

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

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

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

**14. TERMINATION**

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give 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 Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

#### **PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES**

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

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

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

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

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

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

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

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

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

- E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole

cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

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

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

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

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

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

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

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

## **16. INDEMNIFICATION AND HOLD HARMLESS**

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

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

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

## **17. INDEPENDENT CONTRACTOR**

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

If the LEA is determined to be a partner, joint venture, co-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 determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

## **18. SUBCONTRACTING**

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind

coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 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 Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

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 NPA, 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 is or was an employee of LEA within the three hundred and sixty five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

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

## **20. NON-DISCRIMINATION**

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or

expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

## **EDUCATIONAL PROGRAM**

### **21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)**

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

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities 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 NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student’s parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student’s parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student’s parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

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

### **22. GENERAL PROGRAM OF INSTRUCTION**

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

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

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

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

## **23. INSTRUCTIONAL MINUTES**

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

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and 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 NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

## **24. CLASS SIZE**

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

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school,

the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

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

## **25. CALENDARS**

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

Unless otherwise specified by the 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 NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

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

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

## **26. DATA REPORTING**

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this contract,



including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that all NPS/A shall utilize the LEA approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

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

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

## **27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

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

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

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

## **28. STATEWIDE ACHIEVEMENT TESTING**

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

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

## **29. MANDATED ATTENDANCE AT LEA MEETINGS**

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, and standardized

testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

### **30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS**

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the 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 in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR’s pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the schoolday, and annually to all staff who have any contact or interaction with pupils during the schoolday. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

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

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

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following: (1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual. (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities. (4) An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma. (5) Restrictive

interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention. (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room. (7) An intervention that precludes adequate supervision of the individual. (8) An intervention that deprives the individual of one or more of his or her senses. (b) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

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

### **31. STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

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

### **32. IEP TEAM MEETINGS**

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

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, 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 LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

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

### **33. SURROGATE PARENTS AND FOSTER YOUTH**

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

### **34. DUE PROCESS PROCEEDINGS**

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

### **35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and

Accountability Act (“HIPAA”). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

### **36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

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

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

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

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

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

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

### **37. TRANSCRIPTS**

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

**38. STUDENT CHANGE OF RESIDENCE**

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence 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 following the student's change of residence.

**39. WITHDRAWAL OF STUDENT FROM PROGRAM**

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

**40. PARENT ACCESS**

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters. 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 consistent with LEA Procedures.

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

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

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

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1(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 NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 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., regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs. CONTRACTOR shall meet all monitoring requirements as noted in Section 43 below.

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

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

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

#### **42. STATE MEAL MANDATE**

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

#### **43. MONITORING**

When CONTRACTOR is a NPS, the LEA (or SELPA) shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and the NPS, a review of progress the pupil is making toward the goals set forth in the pupil's individualized education program, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

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

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, 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 or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

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

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

## **PERSONNEL**

### **44. CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students 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). Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

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

### **45. STAFF QUALIFICATIONS**

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(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 NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5))

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

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

#### **46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR.

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

**47. STAFF ABSENCE**

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

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

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

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

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

## **HEALTH AND SAFETY MANDATES**

**49. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 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.

## **50. FACILITIES AND FACILITIES MODIFICATIONS**

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

## **51. ADMINISTRATION OF MEDICATION**

CONTRACTOR shall comply with the requirements of California Education Code section 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.

## **52. INCIDENT/ACCIDENT REPORTING**

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

## **53. CHILD ABUSE REPORTING**

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

#### **54. SEXUAL HARASSMENT**

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

#### **55. REPORTING OF MISSING CHILDREN**

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

### **FINANCIAL**

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

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

## **57. RIGHT TO WITHHOLD PAYMENT**

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

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

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the 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).

## **58. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students.

## **59. PAYMENT FOR ABSENCES**

### NONPUBLIC SCHOOL STAFF ABSENCE

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

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

### NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a NPS, no later than the tenth (10<sup>th</sup>) 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 NPA 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 NPA, it shall notify LEA of the absence of a student no later than the fifth (5<sup>th</sup>) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

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

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

- a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the signed ISA, as though the student were continuing in their regular attendance, until alternative placement can be found.
- c. LEA and NPS School Closure- On days the LEA is funded, CONTRACTOR shall receive payment consistent with the signed ISA, until alternative placement can be found. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure.

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

### **61. INSPECTION AND AUDIT**

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

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

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

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

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

## **62. RATE SCHEDULE**

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as 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 1<sup>st</sup> day of July, 2021 and terminates at 5:00 P.M. on June 30, 2022, unless sooner terminated as provided herein.

**CONTRACTOR**

**LEA**

**BEACH KIDS THERAPY CENTER**

**PACIFIC VIEW CHARTER SCHOOL**

**Nonpublic School/Agency**

**LEA Name**

By: Jamie McCabe 11/12/2021  
Signature Date

By: \_\_\_\_\_  
Signature Date

Jamie McCabe, CFO  
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:

Jane Moore, Clinic Director	<b>GINA CAMPBELL/EXECUTIVE DIRECTOR</b>
<b>Name and Title</b>	<b>Name and Title</b>
Beach Kids Therapy Center, Inc	<b>PACIFIC VIEW CHARTER SCHOOL</b>
<b>Nonpublic School/Agency/Related Service Provider</b>	<b>LEA</b>
1000 Calle Amanecer	<b>3670 OCEAN RANCH BLVD</b>
<b>Address</b>	<b>Address</b>
San Clemente Ca 92673	<b>OCEANSIDE CA 92056</b>
<b>City State Zip</b>	<b>City State Zip</b>
949-498-5100 949-366-5665	760.757.0161
<b>Phone Fax</b>	<b>Phone Fax</b>
Jane@beachkidstherapy.com	<b>GCAMPBELL@PACIFICVIEW.ORG</b>
<b>Email</b>	<b>Email</b>

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

**LINDA MOORE/SPED COORD**

**Name and Title**  
**SAME AS ABOVE**

**Address**

**City State Zip**  
**EXT. 135**

**Phone Fax**  
**LMOORE@PACIFICVIEW.ORG**

**Email**

## EXHIBIT A: 2021-2022 RATES

### 4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Beach Kids Therapy Center, Inc

The CONTRACTOR CDS NUMBER: \_\_\_\_\_

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: n/a

Maximum Contract Amount: n/a

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: n/a

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: n/a

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>140</u>	<u>hour</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>140</u>	<u>hour</u>
<u>Physical Therapy (460)</u>	<u>140</u>	<u>hour</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>140</u>	<u>hour</u>
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____
<u>Interpreter Services (715)</u>	_____	_____

<u>Audiological Services (720)</u>		
<u>Specialized Vision Services (725)</u>		
<u>Orientation and Mobility (730)</u>		
<u>Specialized Orthopedic Services (740)</u>		
<u>Reader Services (745)</u>		
<u>Transcription Services (755)</u>		
<u>Recreation Services, Including Therapeutic (760)</u>		
<u>College Awareness (820)</u>		
<u>Work Experience Education (850)</u>		
<u>Job Coaching (855)</u>		
<u>Mentoring (860)</u>		
<u>Travel Training (870)</u>		
<u>Other Transition Services (890)</u>		
<u>Other (900)</u>		
<u>Other (900)      OT, PT, SP evaluations</u>	<u>400</u>	<u>hour</u>

**EXHIBIT B: 2021-2022 ISA****INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES**

(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2021 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, 2022, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency \_\_\_\_\_ Nonpublic School \_\_\_\_\_

LEA Case Manager: Name \_\_\_\_\_ Phone Number \_\_\_\_\_

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

Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_

DOB \_\_\_\_\_ Residential Setting: ☐ Home ☐ Foster ☐ LCI # \_\_\_\_\_ ☐ OTHER \_\_\_\_\_

Parent/Guardian \_\_\_\_\_ Phone ( ) \_\_\_\_\_ ( ) \_\_\_\_\_  
(Residence) (Business)

Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_  
(If different from student)

**AGREEMENT TERMS:**

- Nonpublic School:* The average number of minutes in the instructional day will be: \_\_\_\_\_ during the regular school year  
\_\_\_\_\_ during the extended school year
- 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
- Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

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

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

**B. RELATED SERVICES:**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							

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				
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST\$ \_\_\_\_\_

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)

11.1





# PACIFIC VIEW CHARTER SCHOOL

## 2022 Employer Contribution - Health Care

EMPLOYEE ONLY COVERAGE	2021 Café Cash Contribution	2022 Café Cash Contribution Proposal A	2022 Café Cash Contribution Proposal B
Employer Contribution	\$970.00	\$1,097.80	\$1,010.20
% of Premium Coverage	91.70%	100.00%	92.00%
Cost Per Month - School	\$38,332	\$42,814	\$39,900
% of Increase to school		11.70%	4.10%
Cost per Month Employee	\$87.61	\$ -	\$87.60
% of increase to employee		0.00%	0.00%
Fully Budgeted	yes	yes	yes
Budget Funds Returned	\$78,163/12 months	\$38,934 /7 months	\$62,850/7 months
Avg. Mo. Budget Return	\$6,514 per month	\$5,562 per month	\$8,979 per month

### Staff Recommendation for the 2022 Monthly Employer Health Care Contribution is Option A - \$1,097.80 Monthly Café Cash

- The proposed contribution is fully budgeted in the 21/22 budget and will have a neutral impact on the budget.
- Monthly increase in Health & Welfare Expenditures \$4,482
- This will allow us to fully fund Employee Only Coverage – which will be beneficial in the current hiring climate.
- 2022 Healthcare Policies experienced extremely favorable renewal rates:
  - Medical Policy 4% increase
  - Dental – No Change
  - Vision – No Change

11.2



## **Administration - EXEMPT**

### **Job Description: Executive Director**

#### **Description of Position:**

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

#### **Duties related to the Board:**

~~The Executive Director:~~

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

#### **Duties related to the Staff:**

~~The Executive Director:~~

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

### **Duties related to the Students and the Educational Program:**

~~The Executive Director:~~

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

### **Duties related to Non-Instructional Operations:**

~~The Executive Director:~~

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

### **Duties related to the Community:**

~~The Executive Director:~~

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

### **Requirements:**

#### **Qualifications Guide**

#### **Education and Experience:**

- Master's degree in education, administration, or other relevant area.
- 1. ~~Experience in education as a teacher and/or administrator.~~

~~2. Preferably holds or is willing to obtain an administrative credential or has 3-5 years of administrative experience in a charter school.~~

- ***Valid California Teaching Credential***
- ***Administrative Services Credential (Preferred) – Certificate of Eligibility (Minimum)***
- ***Four (4) years' experience as a classroom teacher and other adjunct duties of increasingly responsible and varied administrative tasks in a school environment.***

#### **Knowledge, Skills, and Abilities:**

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

#### **Physical Demands:**

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

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

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

~~While performing the duties of this job, the employee is regularly required to sit and use hands to finger, handle or feel objects, tools, or controls. The employee is required to walk and access all areas of the School.~~

#### **Work Environment:**

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

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

~~The noise level in the work environment is usually moderate. There are frequent interruptions and circumstances that will require immediate attention.~~

#### **Experience**

~~Five years as a classroom teacher and other adjunct duties of increasingly responsible and varied administrative tasks in a school district or charter school environment.~~

**Board Approved: April 19, 2004.**

**Amended: Effective July 1, 2022 - Board Approved: November XX, 2021**

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11.3

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PACIFIC VIEW CHARTER SCHOOL  
2022-23 EXECUTIVE DIRECTOR SALARY SCHEDULE  
Effective 7/01/2022

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POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Executive Director	186,858	194,332	202,106	210,190	218,597	227,341

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

Stipends for advanced degrees

Masters	\$ 2,000.00	Board Approved	6/18/2019
Doctorate	\$ 3,500.00	Amended:	8/20/2019
			11/19/2019
			5/19/2020
			9/10/2020
			6/22/2021
		Effective 07/01/2022 Amended	11/xx/21

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Work Year: 248 days



11.4

**PACIFIC VIEW CHARTER SCHOOL  
EXECUTIVE DIRECTOR  
INTERVIEW SHEET - ROUND 1**

Applicant's Name: \_\_\_\_\_

**Are you able to perform all of the essential job functions listed on the job description?**

**Yes/No**

*If NO, which essential job function(s) are you unable to perform, and what accommodation(s) would you need to perform this/these function(s)?*

**QUESTIONS:**

**SCORE**

- |                                                                                                                                                                                          |   |   |   |   |    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|---|---|----|
| 1. How do your skill sets and qualities make you a great match to serve as the Executive Director of PVCS?                                                                               | 2 | 4 | 6 | 8 | 10 |
| 2. What are the looming threats to charter schools and the California Charter School movement?                                                                                           | 2 | 4 | 6 | 8 | 10 |
| 3. Please identify your strengths, challenges, experience, and philosophy related to school budget creation, implementation and management.                                              | 2 | 4 | 6 | 8 | 10 |
| 4. Please, identify your strengths, challenges and experience related to student achievement.                                                                                            | 2 | 4 | 6 | 8 | 10 |
| 5. Based on your experience, please identify your strengths and challenges in managing an education team? Historically, how have you dealt with staff that are not meeting expectations? | 2 | 4 | 6 | 8 | 10 |
| 6. How do you manage staff with conflicting opinions when stakes and emotions are both high?                                                                                             | 2 | 4 | 6 | 8 | 10 |

7. How would you describe the ideal relationship between a governing board and a charter school leader?      2    4    6    8    10

**TOTAL SCORE:** \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name (Print): \_\_\_\_\_ Date: \_\_\_\_\_

Interviewer's Signature: \_\_\_\_\_