

This meeting will be by teleconference pursuant to Board finding adopted pursuant to provisions of AB 361 (2001).

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/71286641894?pwd=1FC5P-Xf109PqE7eKBD44NwZbhSXXZ.1>

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 agenda and written materials which have been submitted to the Board on Open Session items may be reviewed by any interested persons on The Pacific View Charter School’s website or at the main office at the address below 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
Tuesday, May 25, 2022
Closed Session 3:00pm
Open Session 3:30pm**

- | | | |
|-----|------------------------------------------------------------------------------------|--------------------|
| 1.0 | <u>Call to Order/Roll Call</u> | |
| 2.0 | <u>Approval of Agenda</u> | Action |
| 3.0 | <u>Pledge of Allegiance</u> | |
| 4.0 | <u>Closed Session Public Comment</u> | |
| 5.0 | <u>Closed Session</u> | |
| 5.1 | Public Employee Appointment (Gov Code 54957)
Title: Executive Director Contract | Action |
| 6.0 | <u>Report Out to Public Action Taken In Closed Session</u> | |
| 7.0 | <u>Introductions</u> | |
| 8.0 | <u>Public Comment</u> | |
| 9.0 | <u>Executive Director's Report</u> | Information |

10.0 Consent Calendar

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

- | | | |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| 10.1 | Minutes from Board Meeting of April 19, 2022
Minutes from Board Meeting of May 3, 2022
Resolution # 1Resolution Designating Authorized Agent to Receive Mail and Pick-Up Warrants at the County Office of Education
Resolution #2 Payment Order Resolution
Resolution #3 resolution Designating Authorized Agent to Sign School Orders (Commercial Warrants)
Resolution #4 Authorizing the Replacement of Warrant
Resolution #5 -Leadership roles at Financial Institutions | Action |
| 11.0 | <u>Action/Discussion Items</u> | |
| 11.1 | Board Application – Kathi Cohen | Action |
| 11.2 | Election of Board Position - Vice Chairman | Action |
| 11.3 | Repeal of Old Board Governance Policies
Staff is recommending retirement of these policies | Action |
| 11.4 | New Board Governance Policies
Staff is recommending adoption of these policies | Action |
| 11.5 | Fiscal Policies Amendments
Staff is recommending adoption of the revised policies | Action |
| 11.6 | Facilities Policies Amendments | Action |

Staff is recommending adoption of the revised policies

11.7. Board Warrant Listing April 1, 2022 through April 30, 2022 **Action**

11.8 AB361 Teleconferencing Executive Order N-29-20. The School Board has reconsidered the circumstances of the state of emergency. For the month of June 2022, the following circumstances exist: directly impact the ability of the members to meet safely in person. **Action**

11.9 Master Contracts-Special Ed
ATX Learning Center, LLC
The Beach Kids Therapy Center
The Stepping Stones Group
Total Education Solutions

Action

11.10 LCAP Public Hearing

Information

11.11 Surplus Inventory Disposal

Action

12.0 Personnel

**12.1 San Diego County Superintendent of Schools Special Education Intern
Credential Program Agreement**

Action

12.2 2022-2023 Salary Schedules

Action

12.3 Temporary Director of Curriculum Job Description

Action

12.4 Temporary Director of Business & Operations Job Description

Action

12.5 Technology Technician Job Description

Action

12.6 2021-2022 Executive Leadership Salary Schedule

Action

12.7 2022-2023 Declaration of Need for Fully Qualified Educators

Action

12.8 2021-2022 Annual Bonus

Action

12.9 Acceptance of the Compensation Study

Action

**12.10 Approval of Executive Director Contract Including Oral Announcement
Relating to Value of Salary and Fringe Benefits**

Action

13.0 Curriculum

13.1 Curriculum & Instruction Policy #7- Independent Study

Action

14.0 Board Staff Discussion

15.0 Adjournment

10.1

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 April 19, 2022

3:30 p.m.

Board Minutes

1.0 Call to Order/Roll Call

Chairperson Walters called the meeting to order at 3:32 pm with, Trustee Sanchez, Trustee Walley present.

2.0 Approval of Agenda

Moved by Trustee Sanchez and seconded by Trustee Walley to approve the agenda as presented.

AYES: Walters, Sanchez, Walley

NOES: None

ABSTAIN: None

ABSENT: None

3.0 Pledge of Allegiance

The Pledge of Allegiance was led by Kira Fox

4.0 Introductions – Gayl Johnson, Director of Student Services; Kathy Meck, Lori Bentley, HR& Business Services Coordinator; Geoff Weeks, Lead Teacher Elementary; Erin Gorence, Director of Curriculum; Linda Moore, Special Education Coordinator.

5.0 Executive Director's Report

- ✚ 3-18 Campus Clean-up
- ✚ 3-24 Women's Resource Center Presentation: Teen Relationship Violence and Sexual Assault Prevention
- ✚ 3-28 Interquest- Drug sniffing dogs not finds
- ✚ 4-11-22 Sped Ed Hiring- Posted position and will conduct interviews
- ✚ 4-19-22 SBAC Testing started this week will continue to early May
- ✚ Researching and Intern Program through the San Diego County Office of Education
- ✚ Posted Summer hires position we are looking for about 7 teachers to hire
- ✚ COVID Update- Students and staff that test positive for COVID are quarantining and following schools protocols for return.
- ✚ **Enrollment**
- ✚ **Moreno Valley** – K-8: 50 H/S:100 Total: 150
- ✚ **Oceanside** – K-8: 118 H/S:338 Total: 456
- ✚ **Total Enrollment** - 606

6.0 Treasurer's Report

- ✚ We have received 82% of our revenues for the year
- ✚ Certificated salaries have 28% remaining in the budget
- ✚ Classified salaries have 35% remaining due to staff that have left and we have not been able to replace them.
- ✚ Books, Operating Supplies, Professional Consultation and Communication have 31% of their budgets remaining



7.0 Consent Calendar

7.1 Moved by Trustee Sanchez & seconded by Chair Walters to approve the Consent Calendar as presented.

AYES: Walters, Sanchez, Walley

NOES: None

ABSTAIN: None

ABSENT: None

8.0 Action/Discussion Items

8.1 Moved by Chairman Walters and seconded by Trustee Sanchez to pull agenda items 8.1-8.3 and revisit at the next Board Meeting.

AYES: Walters, Sanchez, Walley

NOES: None

ABSTAIN: None

ABSENT: None

8.4 Moved by Chair Walters and seconded by Trustee Sanchez to approve the Board Warrant Listing for March 1,2022 to March 31,2022 as presented.

AYES: Walters, Sanchez, Walley

NOES: None

ABSTAIN: None

ABSENT: None

8.5 Moved by Chair Walters and seconded by Trustee Sanchez to approve Ab361 teleconferencing for the month of May as presented.

AYES: Walters, Sanchez, Walley

NOES: None

ABSTAIN: None

ABSENT: None

8.6 Moved by Chair Walters and seconded by Trustee Sanchez to approve amending the By-Laws- Former employees of Pacific View Charter School may be allowed to serve on the Board of Trustees.

AYES: Walters, Sanchez, Walley

NOES: None

ABSTAIN: None

ABSENT: None

8.7 Moved by Trustee Sanchez and seconded by Trustee Walley to approve the 2022-2023 Employee Handbook as presented.

AYES: Walters, Sanchez, Walley

NOES: None

ABSTAIN: None

ABSENT: None

8.8 Moved by Chairman Walters and seconded by Trustee Walley to move Item 8.8 to the May Board Meeting.

AYES: Walters, Sanchez, Walley

NOES: None

ABSTAIN: None

ABSENT: None

8.9 Moved by Trustee Walley and seconded by Trustee Sanchez to approve the donation from Plum Paper as presented.

AYES: Walters, Sanchez, Walley

NOES: None

ABSTAIN: None

ABSENT: None

8.10 Moved by Chairman Walters and seconded by Trustee Sanchez to approve the Executive Director Transition Plan- Gina will move from active to Consult and Erin will work Out of Class and assume the roles and responsibilities of the Executive Director June 1, 2022.

AYES: Walters, Sanchez, Walley

NOES: None

ABSTAIN: None

ABSENT: None

8.11 Moved by Chairman Walters and seconded by Trustee Sanchez to approve the Title change from Director of Central Office and Finance to Director of Business and Operations in all Charter School Policies and Documents as presented.

AYES: Walters, Sanchez, Walley

NOES: None

ABSTAIN: None

ABSENT: None

9.0 Curriculum

9.1 Moved by Chairman Walters and seconded by Trustee Sanchez to approve the 2022-2023 Edgenuity Chemistry A&B Course Outlines as presented.

AYES: Walters, Sanchez, Walley

NOES: None

ABSTAIN: None

ABSENT: None

10.0 Board Staff Discusstion
None

11.0 Adjournment - Chair Walters adjourned the meeting at 4:53 p.m.

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 –Tuesday May 3, 2022

3:30 p.m.

Board Minutes

1.0 Call to Order/Roll Call

Chairperson Walters called the meeting to order at 3:30 pm with, Trustee Sanchez present.

2.0 Approval of Agenda

Moved by Chair Walters and seconded by Trustee Sanchez to approve the agenda as presented.

AYES: Walters, Sanchez

NOES: None

ABSTAIN: None

ABSENT: None

Trustee Walley arrived at 3:34

3.0 Pledge of Allegiance

The Pledge of Allegiance was led by Trustee Sanchez

4.0 Public Comment - None

5.0 Introductions – Kathy Meck, Site Supervisor Moreno Valley; Erin Gorence, Director of Curriculum; Linda Moore, Special Education Coordinator.

6.0 Action/Discussion Items

6.1 Moved by Trustee Sanchez and seconded by Trustee Walley to appoint Chairman Walters as the Board Negotiator for the Executive Director's Contract.

AYES: Walters, Sanchez, Walley

NOES: None

ABSTAIN: None

ABSENT: None

6.2 Moved by Chairman Walters and seconded by Trustee Walley to change the May Board meeting from May 17, 2022 to May 25, 2022.

AYES: Walters, Sanchez, Walley

NOES: None

ABSTAIN: None

ABSENT: None

7.0 Board Staff Discusstion - None

8.0 Adjournment - Chair Walters adjourned the meeting at 3:42 p.m.

RESOLUTION # 1-2022-2023
RESOLUTION DESIGNATING AUTHORIZED AGENT TO RECEIVE MAIL
AND PICK UP WARRANTS AT THE COUNTY OFFICE OF EDUCATION

Pacific View Charter School District, San Diego County ON MOTION

OF member _____, seconded by member _____

effective July 1, 2022 through June 30, 2023.

IT IS RESOLVED AND ORDERED that:

1. The authorized agent (**one person only**) to receive mail from the Accounting/Payroll Sections is Ambur Borth.
2. The authorized person(s) or district(s) to pick up warrants from the County Office (other than the mail addressee) are:

Lori Bentley

Erin Gorence

- | | mail | hold | consortium | |
|--------------|-------------------------------------|--------------------------|--------------------------|-----------------------------------------------------|
| 3. Check one | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Monthly payroll warrants each and every month. |
| Check one | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Daily/Hourly payroll warrants each and every month. |

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

PASSED AND ADOPTED by said Governing Board on May 25, 2022 by the following vote:
(date)

AYES: _____ MEMBERS

NOES: _____ MEMBERS

ABSENT: _____ MEMBERS

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS

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

Secretary/Clerk of the Governing Board

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

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

RESOLUTION # 2-2022-2023
PAYMENT ORDER RESOLUTION

Pacific View Charter School District, San Diego County ON MOTION
OF member _____, seconded by member _____
effective July 1, 2022 through June 30, 2023.

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

Ambur Borth or Lori Bentley.

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

Erin Gorence, Personnel Director

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

PASSED AND ADOPTED by said Governing Board on May 25, 2022 by the following vote:
(date)

AYES: _____ MEMBERS

NOES: _____ MEMBERS

ABSENT: _____ MEMBERS

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS

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

Secretary/Clerk of the Governing Board

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

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

RESOLUTION # 3-2022-2023
RESOLUTION DESIGNATING AUTHORIZED AGENT TO SIGN SCHOOL ORDERS
(COMMERCIAL WARRANTS)

Pacific View Charter School District, San Diego County ON MOTION

OF member _____, seconded by member _____
effective July 1, 2022 through June 30, 2023.

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

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

PASSED AND ADOPTED by said Governing Board on May 25, 2022 by the following vote: _____
(date)

AYES: _____ MEMBERS

NOES: _____ MEMBERS

ABSENT: _____ MEMBERS

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS

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

Secretary/Clerk of the Governing Board

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

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

Pacific View Charter **SCHOOL DISTRICT**

RESOLUTION 4-2022-2023 **AUTHORIZING THE REPLACEMENT OF WARRANTS**

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

WHEREAS, during the course of business, this School District issues payroll and commercial warrants for the payments of goods and services received by the District; and
WHEREAS, payroll and commercial warrants are lost, stolen, mutilated, or expire upon occasion; and
WHEREAS, a petition for issuance of a new warrant may be presented by the payee pursuant to Government Code section 29802.
NOW, THEREFORE BE IT RESOLVED by the governing Board of the
Pacific View Charter
School District of San Diego County, California, that the following persons shall be authorized to reissue new payroll and commercial warrants upon presentation of a properly completed petition for issuance of a new warrant if such new warrant does not exceed the amount of the original warrant.

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

PASSED AND ADOPTED by said Governing Board on 5/25/22

AYES: _____

NOES: _____

ABSENT: _____

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

Clerk of the Governing Board

RESOLUTION
Pacific View Charter School
Resolution Number #5-2022-2023

On motion of Member _____, Seconded by Member
_____, the following resolution is adopted:

WHEREAS, public and charter schools are authorized to acquire loans and/or establish school accounts through various financial institutions; and

WHEREAS, such financial institutions and/or school accounts have previously been approved by the board; and

WHEREAS, such financial institutions and/or school accounts require authorization by the board declaring change in leadership role/roles at the school; and

WHEREAS, the Executive Director, Gina Campbell intent to retire June 30, 2022 has been accepted and approved by the Board, and

WHEREAS, the Executive Director position has been flown and interviewed within the constructs of public position requirements; and

WHEREAS, Erin Gorence has been selected by the Board to be the Executive Director effective July 1, 2022

THEREFORE, BE IT RESOLVED that the Governing Board herby authorizes the Pacific View Charter School to officially update and/or change leadership roles at current financial institutions and/or school accounts from Gina Campbell to Erin Gorence effective July 1, 2022.

PASSED AND ADOPTED by the Governing Board on _____

- 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.

Clerk/Secretary of the Governing Board

11.1



BOARD MEMBER PROFILE

Thank you for your interest in our board. We look forward to having you share your experience, skills and background with us. By providing us with the following information, you will assist us in creating a partnership that is mutually beneficial.

Name: Kathryn Cohen (Kathi)

☐ *Office Address:* NA

☐ *Home Address:*

(Please mark the address you would like us to use for mail and other written communication)

Office Phone: NA

E-Mail:

How are you familiar with our organization? Do you have any relationships with current board members or employees?

I am very familiar with Pacific View Charter School as I was an employee for 14 years. 6 years was as a Supervisory Teacher and 8 years was as the Lead Teacher for High School. I do not have any relationships with any of the current board members or current employees.

What would you hope to help us accomplish as a member of the board?

I hope to be a part of continuing the successful personalized and individualized education of students in grades K-12 at Pacific View. As a board member, I would hope to accomplish this learning, reviewing and approving things that will continue to help the school grow at both sites as well as potentially being a part of additional site(s).

How do you view the role of a board member? Discuss your approach to governance and commitment and the importance of meeting attendance.

As a previous employee and part of the leadership team at Pacific View, I am aware that the school is governed by its Board. I plan on being an active member who regularly attends meetings as well as doing other duties that may be required of me as a board member. I believe regular attendance is important. I view the role of governance the same way I did as a leader at the school by thoughtfully and diplomatically approaching all items presented and fairly voting on them as I see what is best for the school and its students.

What specific skills or experience would you most like to share with us as a potential board member?

I believe the fact that I was a member of leadership and an employee for 14 years gives me a vast knowledge of the school and its components. This knowledge will allow me to make informed and fair decisions regarding the school.

What is your educational philosophy?

I believe that students' success and doing what is best for them while maintaining the integrity of state standards are most important to education. I believe many different methodologies are needed to achieve this with the multiple types of students who are being educated. What may work for one student may not work for another. Teaching students to eventually become functioning adults and integrating into society is the most important end result of education.

Educational background (please include schools/institutions, city/state, degree(s) – also continuing education):

1977 University of Wisconsin-Madison- B.S. School of Consumer Sciences and Family Resources

2006 California State University-Bakersfield- Teaching Credential PE and Health

2009 San Diego County Office of Education VPSS (Verification Process for Special Settings)- English

What is your current occupation? (Please include a brief statement of duties.)

Retired

Boards on which you serve or have served:

Organization:

Type of Involvement:

I have not previously served
on a Board of Directors.

Organization:

Type of Involvement:

Community and professional organizations:

Organization:

Santa Clarita United
Methodist Church
Boy Scouts of America

Type of Involvement:

Served on various committees
Cub Scout leader

Please provide the names of three references not affiliated with our organization:

1. Quinn Cramer.
2. Diane Bladen
3. Karen Schiff

Which specific committees interest you?

- ☒ *Public Relations* ☒ *Fund Development* ☒ *New Program*
Development
- ☒ *Marketing* ☐ *Other (please describe below)*

11.3

Table of Contents

Board Governance

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Board Policy #10:	Conflicts of Interest Code
Board Policy #11:	Dissolution of the School
Board Policy #12	Orientation of New Board Trustees'

Pacific View Charter School

Board Governance

Board Policy #1

Charter schools are governed by boards, not by individual board members. While understanding their separate roles, the Board and Executive Director work together as a “governance team.” The governance team assumes collective responsibility for building and creating a positive organizational culture in order to govern effectively. In consideration of these guiding principles, the following policy identifies the role of the Board, the role of the Executive Director, and the role of the individual Board members.

Role of the Governing Board

The Board’s primary roles include:

1. Adopting, evaluating and updating policies consistent with the law and the School vision and goals.
2. Providing direction to administration pursuant to established policies.
3. Communicating a common vision.
4. Operating openly, with trust and integrity.
5. Governing in a dignified and professional manner, treating everyone with civility and respect.
6. Involving the community, parents/guardians, students and staff in developing a common vision for the School focused on learning and achievement and responsive to the needs of all students.
7. Maintaining accountability for student learning by adopting the School curriculum and monitoring student progress.
8. Hiring and supporting the Executive Director so that the vision, goals and policies of the School can be effectively implemented.

9. Conducting regular and timely evaluations of the Executive Director based on the vision, goals and performance of the School, and ensuring that the Executive Director holds school personnel accountable.
10. Adopting a fiscally responsible budget based on the School vision and goals, and regularly monitoring the fiscal health of the School.
11. Ensuring that a safe and appropriate educational environment is provided to all students.
12. Convening as a judicial and appeals body and serve as the final decision-maker in accordance with law, board policies and negotiated agreements.

The Role of the Executive Director

The Executive Director's primary roles include:

1. Promoting the success of all students and supporting the efforts of the Board to keep the School focused on learning and achievement.
2. Valuing, advocating and supporting the School and all stakeholders.
3. Recognizing and respecting the differences of perspective and style on the Board and among staff, students, parents and the community and ensuring that the diverse range of views inform Board decision.
4. Acting with dignity, treating everyone with civility and respect, and understanding the implications of demeanor and behavior.
5. Serving as a model for the value of lifelong learning and supporting the Boards continuous professional development.
6. Working with the Board as a governance team and assuring collective responsibility for building a unity of purpose, communicating a common vision and creating a positive organizational culture.
7. Understanding that authority rests with the Board as a whole: providing guidance to the Board to assist in decision-making; and providing leadership based on the direction of the Board as a whole.

8. Understanding the distinction between Board and staff roles, and respecting the role of the Board as the representative of the community.
9. Communicating openly with trust and integrity including providing all members of the Board with equal access to information, and recognizing the importance of both responsive and anticipatory communications.
10. Accepting leadership responsibility and accountability for implementing the vision, goals and policies of the School.

The Role of Individual Board Members

Each individual Board member shall:

1. Keep learning and achievement for all students as the primary focus.
2. Recognize and respect differences of perspective and style on the Board and among staff, students, parents and the community.
3. Act with dignity and understand the implications of demeanor and behavior.
4. Keep confidential matters confidential.
5. Participate in professional development and commit the time and energy necessary to be an informed and effective leader.
6. Understand the distinctions between Board and administration roles, and refrain from performing management functions that are the responsibility of the Executive Director and staff.
7. Comply with legal responsibilities related to conflicts of interest.
8. Understand that authority rests with the Board as a whole and not with individuals.

Adopted: Board Approved 10-05-04

Amended:

Pacific View Charter School

Board Governance

Board Policy #2

Powers and Duties of the Board of Trustees

The Board shall not be bound in any way by any statement or action on the part of individual members, except when such statement or action is in pursuance of specific instructions of the Board of Trustees.

The primary powers and duties of the Board are as follows:

General Administration

A. Chief Executive Officer

1. The Board selects and evaluates the chief executive officer (per the applicable employment contract or other agreement), hereinafter referred to as the Executive Director, and supports the Executive Director in the discharge of all primary duties.
2. The Board consults with the Executive Director on his or her recommendations and acts upon them.

B. Control

The Board exercises control of the School in accordance with the constitution and applicable laws and regulations.

C. Policies

The Board establishes policies and appraises the effectiveness of the execution of such policies.

D. Calendar

The Board of Trustees approves the annual calendar.

Business

A. Budget

The Board considers the annual budget prepared by the Business Manager and approves the annual operating budget resulting from such consideration.

B. Accounting

The Board provides for the establishment of necessary procedures to assure proper accounting of receipts, disbursements and balances and considers reports on the financial condition of the school.

C. Audit

The Board provides for periodic audits of funds of the School as required by law, including funds of student body organizations.

D. Expenditures

The Board authorizes the Executive Director or designee to approve expenditures in accordance with the budget.

Curriculum

A. Course of study

The Board approves courses of study for the School upon consideration of the recommendation of the Executive Director.

B. Progress Reports

The Board requires and discusses reports of the Executive Director concerning the educational progress of the school.

Personnel

A. Appointment

The Board delegates to the Executive Director the authority to supervise, hire and terminate all personnel.

B. Salaries

The Board has the final authority to establish salary schedules. The Executive Director should be able to give merit increases and set salary levels within ranges approved by the board.

Plant Facilities

A. Adequacy of Facilities

The Board is responsible for overseeing the provision of housing, equipment, supplies and other facilities for the operation of the School.

B. Capital Outlay

The Board confers with the administration, to make final determination relative to matters of capital outlay over \$5,000.00 with special reference to buildings, sites, major improvements and equipment, upon recommendation of the Executive Director.

Public Relations

The Board, recognizing public relations are the result of the actions and statements of the Board and the Executive Director and other employees of the School, hears communications, written and/or oral, from citizens and organizations on matters of administration, finance, organization, policy and program.

Adopted: Board Approved 10-05-04

Amended: 08-17-10

Pacific View Charter School

Board Governance

Board Policy #3

Annual Organizational Meeting

Time for Meeting

The Board shall meet at least once annually within thirty-days (30) of the beginning of the Academic school year for the purpose of reorganizing the Board.

Order of Business

The order of business at this meeting shall be:

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

Adopted: Board Approved 10-05-04

Amended:

Pacific View Charter School

Board Governance

Board Policy #4

Procedure for Policy Adoption

The successful operation of the School requires that the actions of the Board and administrative staff be known and understood by the students, employees, and members of the community. These groups as well as individuals should also have an opportunity to affect School action.

The process for adoption and publication of policies in the School includes the following elements:

Adoption, Revision and Repeal of Policies

Policies shall ordinarily be submitted to the Board at a regular or special school board meeting and shall be adopted, revised or repealed by a majority vote.

The adoption, revision or repeal of policy shall be made in an open and public manner at a regular or special charter school board meeting.

Communication and Public Involvement in Policy Adoption

An opportunity for interested parties to be heard before adoption, revision or repeal of policy shall be made.

Retention and organization of adopted policies, rules, regulations and procedures shall be made in a practical and useful manner.

Publication and availability of all policies, currently in effect within the School, shall be made to any interested person during the regular business hours of the School.

Adopted: Board Approval 10-05-04

Amended:

Pacific View Charter School

Board Governance

Board Policy #5

Code of Ethics for Board Members

As a member of the Board, I shall promote the best interests of the School as a whole and, to that end, shall adhere to the following ethical standards.

Equity in Attitude

- I will be fair just and impartial in all my decisions and actions.
- I will accord others the respect I wish for myself.
- I will encourage expressions of different opinions and listen with an open mind to others' ideas.

Trustworthiness in Stewardship

- I will be accountable to the public by representing School policies, programs, priorities, and progress accurately.
- I will be responsive to the community by seeking its involvement in School affairs and by communicating its priorities and concerns.
- I will work to ensure prudent and accountable use of School resources.
- I will make no personal promise or take private action that may compromise my performance or my responsibilities.

Honor in Conduct

- I will tell the truth.
- I will share my views while working for consensus.
- I will respect the majority decision as the decision of the Board.
- I will base my decision on fact rather than supposition, opinion or public favor.

Integrity of Character

- I will refuse to surrender judgment to any individual or group at the expense of the School as a whole.
- I will consistently uphold all applicable laws, rules, policies, and governance procedures.
- I will not disclose information that is confidential by law or that will needlessly harm the School if disclosed.

Commitment to Service

- I will focus my attention on fulfilling the Board's responsibilities of goal setting, policymaking and evaluation.
- I will diligently prepare for and attend Board meetings.
- I will avoid personal involvement in activities the Board has delegated to the Director.
- I will seek continuing education that will enhance my ability to fulfill my duties effectively.

Student-Centered Focus

- I will be continuously guided by what is best for all students of the School.

Adopted: Board Approval 10-05-04

Amended:

Pacific View Charter School

Board Governance

Board Policy #6

Regular and Special School Board Meetings

Regular Meetings

Regular meetings of the Board shall be held consistent with the calendar for such meetings as established by the Board each year.

If at any time any regular meeting falls on a holiday, (Federal, State or local), such regular meeting shall be held on the next business day.

Special Meetings

Special Meetings may be called on an as-needed basis, consistent with legal requirements.

Notification of Meetings

Not later than 72 hours prior to a regular meeting and not later than twenty-four (24) hours prior to a Special Meeting, the Director of the School shall provide notice of the time and place of the meeting, and the agenda shall be provided to all Board members and those persons or entities who have previously requested notice of such meetings.

Meetings Open to the Public

A. Open Session

All meetings of the Board shall be open to the public and the press except Closed Sessions, as authorized by law.

B. Presentations to the Board/Agenda Items

Any person may address the Board concerning any item on the agenda and may, at the discretion of the Board, be granted five minutes to make a presentation to the Board at the time the specific items is under discussion. The President of the Board may grant additional time for an individual to address the Board if circumstances permit. The total time devoted to presentations to the Board on agenda items shall not exceed one-half hour unless additional time is granted by the Board. The President may curtail individual presentations if repetitive of points raised by others, particularly if it appears the total allotted time may be exceeded.

All presentations shall be heard by the Board prior to the formal discussion of the agenda topic by the Board and consideration of action.

C. Oral Communications

Citizens may address the Board on any item not listed on the Board meeting agenda. Speakers will be limited to three (3) minutes. No more than a total of fifteen (15) minutes shall be devoted to all non-agenda items at a regular meeting. The President may disallow a request to address the Board if repetitive of other speakers, or if the speaker seeks to make a presentation that he or another speaker has made at a previous meeting, particularly if it appears that the total allotted time may be exceeded.

Citizens desiring Board action on an item are encouraged to seek placement of the issue on the Board agenda in accordance with policy rather than presenting the matter during "Oral Communications." This will facilitate discussion and expedite resolution.

D. Disruptions of Meetings

Any person who willfully disrupts any Board meeting will be asked to leave immediately and may be guilty of a misdemeanor punishable by law.

E. Requests to Address the Board

Prior to the beginning of the meeting, citizens seeking to address the Board on an item on the agenda or during time allocated for oral communications shall complete the card, "Request to Address the Board" (located in the Board Meeting Room), and give it to the School Board President or Secretary to the Board.

Minutes of Board Meetings

The minutes of open session meetings of the Board shall record all motions, show the names of Board members making and seconding motions and state the vote upon the motion. The minutes shall follow the generally accepted pattern in form.

The following documents shall be bound with the official minutes and referred to in the text of the minutes to which they apply:

- Original copies of all resolutions unless required by other agencies, in which case photocopies of the originals may be substituted;
- Copies of any document determined by the Board of Trustees to be attached to the official minutes; and
- Other documents, which, in the opinion of the Secretary are necessary to fully substantiate or record Board of Trustee action.

In addition to the official minutes, an additional copy of all minutes and attached documents shall be maintained in the office of the Secretary of the Board.

Quorum Requirements

A majority of the voting members of the Board shall constitute a quorum of Board, which is necessary for the Board to transact business. All motions, in order to pass, need positive action by at least a majority of the Board. Should there be fewer than a majority of the Board present at any meeting, the meeting shall be adjourned.

Adopted: Board Approval 10-05-04

Amended:

Pacific View Charter School

Board Governance

Board Policy #7

Governing Board Meeting Agendas and Supporting Information

Preparation of School Board Agenda

The Director and Board President will review a draft of the agenda prior to the agenda being finalized and posted.

List of Agenda Items

- A. The Director shall include on the agenda all items known to him/her to require action by the Board and other topics containing information necessary for the public discharge of the Board's responsibilities.
- B. The Director shall include on the agenda items, which relate to school business as are requested for inclusion by members of the Board. In addition, a citizen may request that a topic directly related to school business be placed on the agenda. The Director or Board President shall determine whether the citizen request is or is not an item directly related to school business. No citizen-requested item shall be placed on the agenda if it is repetitive of a previous item placed on an agenda and considered by the Board.
- C. Requests for items to be included on the School Board agenda by the Board or Board members, School employees or citizens shall be in writing and submitted to the Director's office seven (7) working days prior to the next regularly scheduled Board meeting.

- D. When there is a tie vote on the agenda topic under consideration such items will not be automatically resubmitted unless someone voting in the affirmative requests it.
- E. The Board may only take action on items formally listed on the School Board agenda except in emergency or other circumstances as authorized by law.
- F. Members of the Board or the Director may request that a topic be placed on the agenda which has been recently considered and acted upon by the Board providing there is new and relevant information on the topic, but only for the purpose of the board deciding whether or not to reconsider the agenda topic, it shall do so at the next regular Board meeting.

Supporting Information Relating to Agenda Items

- A. The Director is responsible for preparing all supporting information, which may accompany each agenda topic originating from the administration or the Board.
- B. The purpose for preparing supporting information is to facilitate decision-making on the part of the Board members by having available to them in advance of Board meetings comprehensive data pertaining to each agenda topic. The supporting information shall accompany the agenda and be delivered to Board members concurrently with the agenda.
- C. Citizens who request to have a topic on the agenda are encouraged to submit, in writing, supporting information detailing their reason for having the topic placed on the agenda and what is being requested of the Board. This is intended to provide background information for Board members to help expedite the Board's handling of the topic at the Board meeting.

Agenda Posting

Agendas for regular and special School Board meetings shall be posted 72 and 24 hours, respectively, in advance of such meetings at the School for public view.

Agenda Distribution

The Board agenda with supporting information for a regular School Board meeting should be delivered to Board members, whenever practicable, at least 72 hours prior to the meeting. For special Board meetings, the agenda and supporting information should be delivered at least 24 hours prior to the meeting. The Director is responsible for the distribution of Board packets (which include the official agenda and all supporting information).

In addition to provision of agendas, the Board's complete public agendas shall be provided to those persons or parties who have requested to be placed upon the School's mailing list. A fee may be charged for the service of providing agendas.

Anonymous Letters

It shall be the policy of the Board not to introduce anonymous letters in the agendas for Board meetings.

Adopted: Board Approval 10-05-04

Amended:

Pacific View Charter School

Board Governance

Board Policy # 8

Roberts Rules of Order

In general, the business of the board at its meetings will be conducted in accordance with the specifications of Roberts Rules of Order. Any member may rise to a point of order under these rules, which action shall take precedence over all other business before the Board.

Polling of Board of Trustees

Voting on resolutions shall be by the polling of voting Board members. The minutes shall record the person making the motion, the person seconding it, and the names of the trustees voting for and against the motion or abstaining, as well as Board members who are absent. Secret ballots and proxies are prohibited.

Board Member Compensation and reimbursement of Actual and Necessary Expenses

Board members may be reimbursed for actual and necessary expenses related to school business.

Officers, Directors and School Liability Insurance

The charter School will maintain adequate insurance to protect the School against loss because of fire, damage to school property, loss to other property, or general liability resulting as a responsibility of the School and its Board members or officers while acting on behalf of the School.

Appointment of Board Committees

Consistent with the charter and any other applicable provisions of contract or law, the Board may appoint committees for any purpose deemed appropriate by the Board. In meeting and carrying out designated purposes, any such committee shall comply with any applicable legal or contractual requirements. Specifically, unless otherwise specified in Board by-laws, parent/teacher associations and/or parent committees shall be advisory only.

Board election/Nomination Process

The Board shall carry out its election and nomination process consistent with the requirements of its charter. Should the charter not address any issue, which may arise, the Board may adopt regulations, which address such concerns. Should the Board wish to alter its election or nomination process, it must do so consistent with any requirements of its charter, unless the charter is revised.

Board Member Resignations

Board members may submit a resignation at any time during their term but should give due consideration, as to the timing of the resignation, concerning the impact the resignation may have upon the Board. While a resignation must be acknowledged by the Board at the next regularly scheduled meeting following notice of the resignation, assuming it may be properly agendized, a Board member's resignation need not be accepted by the Board. The resignation becomes effective once brought to the attention of the Board.

Board Member Removal From Office

A Board member may be removed from office by vote of two-thirds of the Board following a motion made in open session for the removal of the Board member. A motion to remove a board member may not be made in closed session.

Dispute Resolution With Granting Agency

Any dispute that may arise with the granting agency must be handled in strict accordance with the dispute resolution process outlined in the charter. Should the Board wish to amend the dispute resolution process it must amend the charter to do so.

Adopted: Board Approval 10-05-04

Amended:

Pacific View Charter School

Board Governance

Board Policy #9

Governance Framework

Vision

The Board ensures creation of a shared vision that promotes enhanced student achievement.

- The board keeps the Charter School focus on the educational welfare of all children.
- The board adopts a shared vision based on community beliefs to guide local education.
- The board ensures that the vision supports the state's mission, objectives and goals for education established by law.
- The board demonstrates its commitment to the vision by using the vision to guide all board deliberations, decisions, and actions.

Structure

The board provides guidance and direction for accomplishing the vision.

- The board recognizes the respective roles of the Legislature, State Board of Education, the California Department of Education, the local boards of trustees in the governance of the public schools.
- The board fulfills the statutory duties of the local board and upholds all laws, rules, ethical procedures, and court orders pertaining to schools and school employees.
- The board focuses its actions on policymaking, planning and evaluation.
- The board adopts a planning and decision-making process consistent with state statute that uses participation, information, research, and evaluation to help achieve the Charter School's vision.
- The board ensures that the Charter School planning and decision-making process enables all segments of the community, parents, and professionals staff to contribute meaningfully to achieving the Charter School's vision.
- The board adopts policies that provide guidance for accomplishing the Charter School's vision, mission, and goals.
- The board adopts a budget that incorporates sound business and fiscal practices and provides resources to achieve the charter School's vision, mission, and goals.
- The board adopts goals, approves student-performance objectives, and establishes policies that provide a well-balanced curriculum resulting in improved student learning.
- The board approves goals, policies, and programs that ensure safe and disciplined environment conducive to learning.
- The board oversees the management of the Charter School by employing a director and evaluating the director's performance in providing education leadership, managing daily operations, and performing all duties assigned by law.
- The board adopts policies for hiring, assigning, appraising, and compensating Charter School personnel in compliance with state laws and rules.
- The board promotes school board service as a meaningful way to make long-term contributions to the local community and society.

Accountability

The board measures and communicates how well the vision is being accomplished.

- The board ensures progress toward achievement of Charter School goals through a systematic, timely, and comprehensive review of reports prepared by or at the direction of the director.
- The board monitors the effectiveness and efficiency of instructional programs by reviewing reports prepared by or at the direction of the director and directs the director to make modifications that promote maximum achievement for all students.
- The board ensures that appropriate assessments are used to measure achievement of all students.
- The board reports Charter School progress to parents and community in compliance with state laws and regulations.
- The board reviews Charter School policies for effective support of the Charter School's vision, mission, and goals.

- The board reviews the efficiency and effectiveness of Charter School operations, and use of resources in supporting the Charter School's vision, mission, and goals.
- The board evaluates the director's performance annually in compliance with state laws and regulations.
- The board annually evaluated its performance in fulfilling the board's duties and responsibilities, and the board's ability to work with the Director as a team.

Advocacy

The board promotes the vision.

- The board works with the director to lead the Charter School toward the vision.
- The board ensures an effective two-way communication system between the Charter School and its students, employees, the media, and the community.
- The board builds partnerships with community, business, and governmental leaders to influence and expand educational opportunities and meet the needs of students.
- The board supports children by establishing partnerships between and among the Charter School, parents, business leaders, and other community members as an integral part of the Charter School's educational program.
- The board leads in recognizing the achievements of students, staff, and others in education.
- The board promotes school board service as a meaningful way to make long-term contributions to the local community and society.

Unity

The board works with the director to lead the Charter School toward the vision.

- The board develops skills in teamwork, problem solving and decision-making.
- The board establishes and follows local policies, procedures, and ethical standards governing the conduct and operations of the board.
- The board understands and adheres to laws and policies regarding the board's responsibility to set policy and the director's responsibility to manage the Charter School and to direct employees in Charter School and campus matters.
- The board recognizes the leadership role of the board president and adheres to law and local policies regarding the duties and responsibilities of the board president and other officers.
- The board adopts and adheres to established policies and procedures for receiving and addressing ideas and concerns from students, employees, and the community.
- The board makes decisions as a whole only at properly called meetings and recognizes that individual members have no authority to take individual action in policy or Charter School and campus administrative matters.
- The board supports decisions of the majority after honoring the right of individual members to express opposing viewpoints and vote their convictions.

Adopted: Board Approval 10-05-04

Amended:

Pacific View Charter School

Board Governance

Board Policy #10

Conflicts of Interest Policy

The directors of the charter school owe a duty of loyalty to the organization which, requires that in serving the school they act, not in their personal interests or in the interests of others, but rather solely in the interests of the school. Directors must have undivided allegiance to the school's mission and may not use their positions as Directors, information they have about the school, or the school's property, in a manner that allows them to secure a pecuniary benefit for themselves or their relatives.¹

The conduct of personal business between any Director and the school is prohibited. Business transactions of the school in which a Director has an interest shall not be prohibited, but they shall be subject to close scrutiny. Such proposed transactions shall be reviewed carefully to determine that they are in the best interests of the school and that they will not lead to a conflict of interest.¹ For the purpose of this policy, a Director has an interest in a proposed transaction if he/she has a substantial financial interest in it, or has a substantial financial interest in any organization involved in the proposed

¹ For the purposes of this policy, relative means spouse, parents, siblings, children, grandchildren, the spouses of children and grandchildren, and any other blood relative, if the latter resides in the same household.

transaction, or holds a position as trustee, director, general manager, or principal officer in any such organization. Prior to the start of any negotiations, or consideration of a grant request by the organization, Directors are expected to make full disclosure to the best of their knowledge of any dual interest in a proposed transaction by submitting a report to the President or other officer designated by the Board to handle such matters, supplying any reasons why the transaction might not be in the best interest of the school. In matters requiring prior approval of the Board of Directors, the President or other officer shall forward copies of this disclosure report to the Board before its approval.

A Director with a dual interest in a proposed transaction shall not vote on the matter and shall not participate in any discussion of the matter. Employees of the school who also serve on the Board of Directors shall not participate in collective bargaining negotiations or discussion of salary issues for individual employees, and may not vote on any matters that directly or indirectly influence their salary and benefits or those of other employees.

A Director shall not use inside information of the school for his/her personal benefit, or use such inside information or his/her position as Director to the detriment of the school. Inside information is information obtained through the Director's position that has not become public information.

Each Director has a duty to place the interests of the school foremost in any dealings involving the organization and has a continuing responsibility to comply with the requirements of this Policy. On an annual basis, each Director is required to complete a Director Disclosure Statement.

Adapted with permission from a conflict of interest policy drafted by the National Center for Nonprofit Boards.

Conflict-of-Interest Disclosure Statement

Please initial in the space at the end of Item A or complete Item B, whichever is appropriate, complete Item C, and sign and date the statement and return it to the board chair.

- A. I am not aware of any relationships or interests or situations involving my family or myself which, might result in, or give the appearance of being, a conflict of interest between such family member or me on one hand and the school on the other.

- B. The following are relationships, interests, or situations involving me or a member of my family which I consider might result in or appear to be an actual, apparent or potential conflict of interest between such family members or myself on one hand and the school on the other.

For-profit corporate directorships, positions and employment with:

Nonprofit trusteeships of positions:

Memberships in the following organizations:

Contracts, business activities and investments with or in the following organizations:

Other relationships and activities:

C. My primary business or occupation at this time is:

I have read and understand the school's conflict-of-interest policy and agree to be bound by it. I will promptly inform the board chair of the school of any material change that develops in the information contained in the foregoing statement.

Type/print name

Signature

Date

Adapted with the permission from a disclosure statement drafted by the National Center for Nonprofit Boards.

**RESOLUTION REGARDING
CONFLICT OF INTEREST CODE OF
PACIFIC VIEW CHARTER SCHOOL**

Standard Code of FPPC

The Political Reform Act of 1974 (Government Code § 81000 et seq.) requires each state and local government agency to adopt and promulgate a conflict of interest code. As a local government agency, Pacific View Charter School ("PVCS") is therefore required to adopt such a code. The Fair Political Practices Commission ("FPPC") has adopted a regulation (2 Cal. Code of Regs. § 18730) which contains the terms of a model conflict of interest code, which can be incorporated by reference as an agency's code. After public notice and hearing, the regulation may be amended by the FPPC to conform to amendments in the Political Reform Act.

Adoption of Standard Code of FPPC

The terms of 2 Cal. Code of Regs. § 8730 and any future amendments to it duly adopted by the FPPC are hereby adopted and incorporated herein by reference. This regulation and the Appendix attached hereto designating officials and employees and establishing disclosure categories shall constitute the Conflict of Interest Code of PVCS. This Code shall take effect when approved by the Board of Supervisors for the County of San Diego, and shall thereupon supersede any and all prior codes adopted by PVCS.

Filing of Statements of Economic Interests

Pursuant to Section 4 of the model code set forth in 2 Cal. Code of Regs. § 18730(b), designated employees set forth in the Appendix shall file Statements of Economic Interests (Form 700) with the Secretary of PVCS. Upon receipt of the statements of the members of the Board of Directors, the Secretary shall make and retain copies and forward the originals of these

statements to the Clerk of the Board of Supervisors for the County of San Diego. Statements for all other designated employees shall be retained by the Secretary.

APPROVED AND ADOPTED by the Board of Directors of PVCS on the 15th day of September, 2009.

Martha Brown, President
Pacific View Charter School

ATTEST:

Gina Campbell, Secretary
Pacific View Charter School

RECEIVED

**APPENDIX TO
CONFLICT OF INTEREST CODE OF
PACIFIC VIEW CHARTER SCHOOL**

Preamble

Any person designated in Section I of this Appendix who is unsure of any right or obligation arising under this Code may request a formal opinion or letter of advice from the FPPC or an opinion from Pacific View Charter School's ("PVCS") General Counsel. (Gov. Code § 83114; 2 Cal. Code of Regs. § 18730(b)(11).) A person who acts in good faith in reliance on an opinion issued to him or her by the FPPC shall not be subject to criminal or civil penalties for so acting, provided that all material facts are stated in the opinion request. (Gov. Code § 83114(a).)

Opinions rendered by General Counsel do not provide any statutory defense to an alleged violation of conflict of interest statutes or regulations. The prosecuting agency may, but is not required to, consider a requesting party's reliance on General Counsel's opinion as evidence of good faith. In addition, PVCS may consider whether such reliance should constitute a mitigating factor to any disciplinary action that PVCS may bring against the requesting party under Government Code § 91003.5.

I.

Designated Employees

<u>Designated Employees</u>	<u>Categories Disclosed</u>
Members of the Board of Directors of PVCS	All
Director, PVCS	All
Consultants ¹	--

¹ With respect to consultants, the Director may determine in writing that a particular consultant, although a "designated employee," is hired to perform a range of duties that is limited in scope and thus is not required to comply with the written disclosure requirements described in these categories. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The Director's determination is a public record and shall be retained for public inspection by PVCS in the same manner as this Conflict of Interest Code. Nothing herein excuses any such consultant from any other provision of this Conflict of Interest Code.

II.

Disclosure Categories

Category 1. All-Inclusive Reportable Investments

A designated employee in this category shall report all reportable investments, as defined in Government Code §82034, in business entities located in, doing business in, planning to do business in, or having done business in the previous two (2) years in San Diego County which operate or provide any of the following:

- *Accounting or auditing services*
- *Banks and savings and loans*
- *Computer hardware or software, or computer services or consultants*
- *Communications equipment or services*
- *Educational services, supplies and materials*
 - *Entities or persons who have filed claims against PVCS or have claims pending against PVCS*
- *Insurance brokers and agencies*
- *Insurance adjusting, claims auditing or administration, or underwriting services*
- *Office equipment or supplies*
- *Personnel and employment companies and services*
- *Printing or reproduction services, publications, and distribution*
- *Securities, investment or financial services companies*
- *Title insurance and escrow*

Category 2. Reportable Interests in Real Property

A designated employee in this category shall disclose all interests in real property, as defined in Government Code §§82033 and 82035, that is

- (a) within or not more than two (2) miles outside the boundaries of San Diego County that has situated on it any business entity named in category no. 1 above; or
- (b) within two (2) miles of any facility or real property owned or used by PVCS.

Category 3. Reportable Income

A designated employee in this category shall disclose all income as defined in Government Code §82030 of the designated employee from the below-listed sources located in, doing business in, planning to do business in, or having done business in the previous two (2) years in San Diego County during the reporting period.

- *Accounting or auditing services*
- *Banks and savings and loans*
- *Computer hardware or software, or computer services or consultants*
- *Communications equipment or services*
- *Educational services, supplies and materials*

- *Entities or persons who have filed claims against PVCS or have claims pending against PVCS*
- *Insurance brokers and agencies*
- *Insurance adjusting, claims auditing or administration, or underwriting services*
- *Office equipment or supplies*
- *Personnel and employment companies and services*
- *Printing or reproduction services, publications, and distribution*
- *Securities, investment or financial services companies*
- *Title insurance and escrow*

Category 4. Less-Inclusive Reportable Investments

A designated employee in this category shall disclose only investments as defined in Government Code §82034 in any business entity, which within the last two years has contracted with or in the foreseeable future may contract with PVCS to provide personnel, services, supplies, material, machinery or equipment:

- (a) to PVCS, of the type utilized by PVCS which is located in or doing business in San Diego County, and associated with the job assignment or position of the designated employee; or
- (b) to any entity which has contracted with PVCS within the last two years or which in the future foreseeably may contract with PVCS to provide services, supplies, materials, machinery or equipment associated with the job assignment or position of the designated employee.

Category 5. Less-Inclusive Reportable Income

A designated employee in this category shall disclose only that reportable income as defined in Government Code §82030 which is derived from a source which within the last two years has contracted with PVCS or in the future foreseeably may contract with PVCS to provide personnel, services, supplies, materials, machinery or equipment:

- (a) to PVCS, of the type utilized by PVCS which is located in or doing business in San Diego County, and associated with the job assignment or position of the designated employee; or
- (b) to any entity which has contracted with PVCS within the last two years or which in the future foreseeably may contract with PVCS to provide personnel, services, supplies, materials, machinery or equipment associated with the job assignment or position of the designated employee.

Category 6. Business Positions

A designated employee in this category shall disclose by completing Form 700, Schedule "C." A designated employee shall list:

- (a) the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management;

- engaged; and
- (b) a description of the business activity in which the business entity is engaged; and
- (c) the designated employee's position with the business entity.

Board Approved: November 10, 2009

RECEIVED

Pacific View Charter School

Board Governance

Board Policy #11

Dissolution of the School

In the event of dissolution of the School, the Board or its designee shall ensure compliance with the law, charter, bylaws or any other requirements.

Adopted: Board approval 10-05-04

Amended:

RETIRED

Pacific View Charter School

Board Governance

Board Policy #12

Board Orientation

Board Orientation

Prior to the first meeting, new trustees will receive a briefing on the meeting protocols, agenda and issues of high priority or urgency needing Board attention. New Board Trustees will be given an overview of The Brown Act relative to meeting protocols and a copy of The Brown Act for their personal use. New Board Trustees will be provided a Board Manual and encouraged to review it and contact the Board President and/or Director with any and all questions. Additional training will be given as needed.

Adopted: Board Approval 10-05-04

Amended:

11.4

Pacific View Charter School Board Policies

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BOARD DUTIES AND RESPONSIBILITIES; DELEGATION OF POWER

Charter schools are governed by boards, not by individual board members. While understanding their separate roles, the Board of Trustees and the Executive Director work together as a governance team in operating Pacific View Charter School. The governance team assumes collective responsibility for building unity and creating a positive organizational culture in order to govern effectively. In consideration of these guiding principles, the following policy identifies the role of the Board and the role of the Executive Director.

Role of the Governing Board**Vision and Strategic Plan:**

The Board approves the School Mission and periodically reevaluates the School Mission;

The Board approves the Local Control Accountability Plan (LCAP) and annually reviews, updates and approves it;

The Board adopts policies to successfully implement the School Mission and Vision;

The Board oversees the Executive Director to ensure that the School Mission is reflected in the day to day operations of the School, including ensuring that the curriculum aligns with the School Mission.

Academic Performance Monitoring:

The Board, or a committee thereof, annually reviews student performance based on state- and federally-mandated assessments;

The Board, or a committee thereof, periodically reviews student performance based on school level assessments;

The Board reviews and adopts academic policies to achieve the student achievement goals;

The Board approves all academic performance reports to all federal, state and local agencies as required by law;

Staffing and Personnel:

The Board reviews and approves personnel policies and any amendments thereto;

The Board hires, evaluates, and terminates the employment of the Executive Director.

The Board establishes performance goals for the Executive Director and communicates the goals to the Executive Director;

The Board annually reviews the Executive Director's performance;

The Board annually reviews the Executive Director's employment contract, and reevaluates it yearly;

The Board establishes and annually reviews the Executive Director succession and recruitment plans;

The Board approves the salaries and compensation policies for all School personnel in compliance with any applicable state laws;

Parent, Student and Community Relations

The Board, or a committee thereof, hears and decides student expulsion recommendations;

The Board, or a committee thereof, hears and decides student suspension appeals, if applicable;

The Board reviews and approves student and parent policies and any proposed amendments thereto;

As needed, the Board communicates with the media and community at large consistent with the School's Mission and Vision;

Finance and Budget

The Board reviews and approves the fiscal management and internal controls policies and any proposed amendments thereto;

The Board reviews and approves the School's annual academic calendar;

The Board, approves the selection the School's independent financial auditor and receives the auditor's report(s);

The Board, or a reviews and adopts and amends the annual budget as well as interim and annual financial statements;

The Board, reviews and approves the audit report;

The Board monitors the responses to the audit report and implementation thereof.

Facilities

The Board enters into financing and building contracts;

The Board approves construction and remodeling of facilities;

Board Internal Business

The Board reviews and approves Board policies and amendments thereto;

The Board recruits prospective Board members;

The Board develops and implements a Board self-evaluation. From time to time, the Board re-evaluates its self-evaluation process.

Charter Performance and Renewal

The Board annually reviews the School performance reports;

The Board, as needed, reviews charter school renewal proposals and reports.

Delegation of Power to the Executive Director

The Board delegates the following powers to the Executive Director, or his/her delegate:

Mission, Vision and Core Values

The Executive Director drafts and modifies the School Mission and brings to the Board for approval;

The Executive Director drafts and submits to the Board the School's LCAP;

The Executive Director implements the Board-adopted policies to implement the School Mission, by among other things adopting appropriate procedures and training staff on the policies and procedures.

Academic Performance Monitoring

The Executive Director creates a report reflecting student performance based on state- and federally-mandated assessments, provides a copy to the Board, reviews the performance with the Board, or a committee thereof.

The Executive Director implements Board adopted policies to achieve the student achievement goals, by among other things, adopting appropriate procedures and training staff on policies and procedures;

The Executive Director creates all academic performance reports required by all federal, state and local agencies as required by law and provides them to the Board for approval;

The Executive Director consults with teachers, principals, administrators, other school personnel, parents and pupils in developing the local control and accountability plan and annual update to the local control and accountability plan, which is approved by the Board annually;

The Executive Director develops the School calendar and provides it to the Board for approval.

Staffing and Personnel

The Executive Director drafts all personnel policies and presents them to the Board for review and approval. The Executive Director also recommends any proposed amendments to the personnel policies and presents them to the Board for review and approval;

The Executive Director is responsible for supervising, hiring and terminating all personnel and reports actions to the Board;

The Executive Director is responsible for all recruitment activities associated with the hiring of School personnel;

The Executive Director recommends the salaries for all School personnel in compliance with any applicable state laws and reports to the Board for final approval;

The Executive Director ensures that all School personnel are evaluated and creates the process for such evaluation;

The Executive Director implements all personnel policies, including the School's internal complaint procedures.

Parent, Student and Community Relations

The Executive Director implements the policies and procedures adopted for student expulsion and recommends student expulsions to the Board, upon completion of the school-level procedures.

The Executive Director follows the policies and procedures adopted for student suspensions and refers any student appeals to the Board to hear and decide such appeals;

The Executive Director drafts, and subsequently implements the Board adopted student and parent policies, by, among other things, adopting appropriate procedures and training staff on the policies and procedures. The Executive Director drafts amendments to the student and parent policies, and presents them to the Board for approval;

At the request of the Board, the Executive Director communicates with the media and community at large in a fashion that is consistent with the School's Mission and Vision;

Finance and Budget

The Executive Director drafts and subsequently implements the Board adopted fiscal policies, by, among other things, adopting appropriate procedures and training staff on the policies and procedures. The Executive Director drafts amendments to the fiscal policies, and presents them to the Board for approval;

The Executive Director drafts and submits to the Board, or a committee thereof, the quarterly and yearly budget drafts;

The Executive Director drafts and submits to the Board the final quarterly and yearly budgets and other required financial statements;

The Executive Director implements the responses to the audit report as instructed by the Board.

Facilities

The Executive Director conducts school site needs assessments;

The Executive Director conducts capital campaigns as needed;

The Executive Director implements any facilities policies;

The Executive Director researches school sites as needed and funding and facilities options.

Charter Performance and Renewal

The Executive Director annually drafts any required School performance reports for Board review;

The Executive Director, as needed, drafts charter school renewal proposals and reports.

Adopted:

Amended:

ANNUAL ORGANIZATIONAL MEETING

Time and Place for Meeting

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

Order of Business

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

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

Adopted:

Amended:
4879-3527-1706, v. 1

PROCEDURE FOR POLICY ADOPTION

The successful operation of the Pacific View Charter School requires that the actions of the Board and administrative staff be known and understood by students, employees, and members of the community. These groups as well as individuals should also have an opportunity to affect School action.

The process for adoption and publication of School policies include the following elements:

I. Raising a Policy Issue

Any person within the School community, including teachers, administrative staff, other staff members, students, parents and interested community members, may raise a potential policy issue. At the School level, the individual that raises the policy issue shall communicate that policy issue to the Executive Director, or his/her designee, The Executive Director, or his/her designee, shall communicate the policy issue to the Leadership Team (Leadership) within one week of receiving the policy issue. (The Leadership Team is composed of school leaders and meets weekly)

II. Investigating a Policy Issue

Once Leadership receives notification of a policy issue, Leadership shall determine the appropriate means to investigate the policy issues. Leadership may, in its discretion, investigate the matter itself or delegate the investigation to an appropriate person or group of persons.

III. Policy Drafting

Once Leadership has investigated the policy issue, Leadership shall convene a meeting to discuss whether to draft the policy and decide any outstanding issues relating to drafting the policy. Leadership shall then undertake to draft the policy itself, or delegate the drafting to an appropriate person or group of persons.

IV. Adoption, Revision and Repeal of Policies

Policies shall ordinarily be submitted by the staff who created the policy to the Board at a regular or special Board meeting and shall be adopted, revised or repealed by a majority vote.

The adoption, revision or repeal of policy shall be made in an open and public manner at a regular or special Board meeting.

V. Communication and Public Involvement in Policy Adoption

An opportunity for interested parties to be heard before adoption, revision or repeal of policy shall be made.

Retention and organization of adopted policies, rules, regulations and procedures shall be made in a policy binder maintained by the Secretary of the Board with the assistance of school staff.

All current policies shall be made available to any interested person during the regular business hours of the School. To ensure a basic level of awareness and institutional understanding, a copy of the policy binder shall be provided to all new members of the Board who shall be personally briefed on key aspects of the policies by a member of the School's staff.

VI. Review and/or Revision of Existing Policies

No later than September 30 of any school year, the Policy Committee shall complete a review of all of the existing policies of the School. Upon completion of the review, Leadership shall notify the Board of Trustees at its next regular meeting of the policies that require revision. Leadership shall follow the procedures required for policy creation in the revision of existing policies. Leadership may receive assistance of individuals or groups of individuals, as it deems necessary, in reviewing the existing policies of the school to determine whether a policy requires revision.

Adopted:

Amended:

CODE OF ETHICS FOR BOARD MEMBERS

As a member of the Board, I shall promote the best interests of the Pacific View Charter School as a whole and, to that end, shall adhere to the following ethical standards:

Equity in Attitude

- I will be fair, just, and impartial in all my decisions and actions.
- I will accord others the respect I wish for myself.
- I will encourage expressions of different opinions and listen with an open mind to others' ideas.

Trustworthiness In Stewardship

- I will be accountable to the public by representing School policies, programs, priorities, and progress accurately.
- I will be responsive to the community by seeking its involvement in School affairs and by communicating its priorities and concerns.
- I will work to ensure prudent and accountable use of School resources.
- I will make no personal promise or take private action that may compromise my performance or my responsibilities.

Honor In Conduct

- I will tell the truth.
- I will share my views while working for consensus.
- I will respect the majority decision as the decision of the Board.
- I will base my decisions on fact rather than supposition, opinion, or public favor.

Integrity Of Character

- I will refuse to surrender judgment to any individual or group at the expense of the School as a whole.
- I will consistently uphold all applicable laws, rules, policies, and governance procedures.
- I will not disclose information that is confidential by law or that will needlessly harm the School if disclosed.

Commitment To Service

- I will focus my attention on fulfilling the Board's responsibilities of goal setting, policymaking, and evaluation.
- I will diligently prepare for and attend Board meetings.
- I will avoid personal involvement in activities the Board has delegated to the Executive Director.
- I will seek continuing education that will enhance my ability to fulfill my duties effectively.

Student-Centered Focus

- I will be continuously guided by what is best for all students of the School.

Adopted:

Amended:
4864-6398-8762, v. 1

BOARD OF TRUSTEES MEETINGS - BROWN ACT COMPLIANCE

I. Types of Meetings

A. Regular Meetings

Regular meetings of the Board of Trustees of Pacific View Charter School (“**Board**”) shall be held consistent with the calendar for such meetings as established by the Board each year.

If at any time any regular meeting falls on a holiday, (Federal, State or local), such regular meeting shall be held on the next business day.

When required by law, meetings of advisory committees or standing committees, for which an agenda is posted at least 72 hours in advance of the meeting in accordance with law, shall be considered regular Board meetings.

B. Special Meetings

Special meetings may be called on an as-needed basis by the Chairman of the Board or a majority of the members of the Board, consistent with legal requirements.

C. Emergency Meetings

Emergency meetings may be called by a Board majority when an emergency situation arises involving matters upon which prompt action is necessary. An emergency situation is defined as a work stoppage, crippling activity, or other activity that severely impairs public health, safety, or both.

II. Notification of Meetings

A. Regular Meetings

Notice of the time and place of regular meetings, along with the agenda and supporting documentation, will be provided to all Board members and those persons or entities who have previously requested notice of such meetings, not later than 72 hours prior to a regular meeting. The notice and agenda will also be posted in a location that is freely accessible to members of the public not later than 72 hours prior to a regular meeting.

The notice and agenda will be posted on the School’s Website homepage through a prominent, direct link. The direct link shall not be in a contextual menu. It is the Executive Director or designee’s responsibility to provide notice and copies of the agenda and supporting documentation for regular meetings.

B. Special Meetings

Notice of the time and place of special meetings, along with the agenda and supporting documentation, will be provided to all Board members and those persons who have previously requested notice of such meetings, not later than 24 hours prior to a regular meeting. Board

members and media outlets (local newspapers, radios and/or television stations), that have requested notice in writing, will be provided written notice delivered personally or by any other means to ensure receipt at least 24 hours before the time of the special meeting. The agenda packet will be mailed or emailed to all other persons requesting a copy of the agenda and supporting documents under Government Code section 54954.1 at the time the materials are distributed to all members of the Board if possible or, if not a majority of the Board.

The notice and agenda will be posted on the School's website in line with the posting requirements described for Regular meetings and in a location that is freely accessible to members of the public not later than 24 hours prior to a special meeting.

It is the Executive Director or designee's responsibility to provide notice and copies of the agenda and supporting documentation for special meetings.

The agendas will be posted on the School's primary website homepage accessible through a prominent, direct link.

C. Emergency Meetings

In the case of an emergency situation involving matters upon which prompt action is necessary due to the disruption or threatened disruption of public facilities, notice to the Board will be provided as soon as is reasonably practicable under the circumstances. All media outlets that have requested notice of special meetings shall be notified one hour prior to the emergency meeting, or in the case of a dire emergency, at or near the time that the Board members are notified of the emergency meeting. The notice shall be given by telephone and all telephone numbers provided by the media outlet in the request for notice shall be exhausted. If telephones are not working, the notice requirement is waived and the media shall be notified of the fact of the holding of the emergency meeting, the purpose of the meeting and any action taken at the meeting as soon after the meeting as possible.

III. Agendas

A. Preparation of Agenda and Process

The Executive Director or designee shall be responsible for preparing the agendas for all meetings of the Board.

The Executive Director shall include on the agenda items that relate to school business as are requested for inclusion by Board members, and determined by the Chairman of the Board to be appropriate for discussion at that meeting. In addition, a member of the public may request that a topic directly related to school business be placed on the agenda. The Chairman of the Board shall determine, in his/her discretion, whether the public request is or is not an item directly related to school business. No public-requested item shall be placed on the agenda if it is repetitive of a previous item placed on an agenda and considered by the Board.

Requests for items to be included on the agenda by Board members, school employees or members of the public shall be in writing and submitted to the Executive Director's office no later than seven (7) working days prior to the next regularly scheduled Board meeting.

Board members or the Chairman of the Board may request that a topic be placed on the agenda, which topic had been recently considered and acted upon by the Board, provided there is new

and relevant information on the topic. The Board may agendaize for discussion at a Board meeting the determination of whether to reconsider the agenda topic at the next Board meeting.

B. Contents of the Agenda

Except as modified by Government Code section 54953(e), in preparing the agenda, the Executive Director shall include the following:

Time and location of the meeting, including, if applicable, any teleconferencing location(s);

A brief general description of all items of business to be transacted or discussed at the meeting, including those items to be discussed in closed session; Closed session items must be described in accordance with Government Code section 54954.5;

An opportunity for members of the public to directly address the Board in accordance with the Board's public comment policy (addressed below);

If teleconference locations are being utilized, an opportunity for members of the public to address the Board directly at each teleconference location; and

Information regarding how, to whom and when a request for disability related modification or accommodation, including auxiliary aids or services, may be made by a person with a disability who requires a modification or accommodation in order to participate in the public meeting.

IV. Supporting Information Relating to Agenda Items

The Executive Director or designee is responsible for preparing all supporting information that may accompany each agenda topic originating from the administration or the Board.

The purpose of preparing supporting information is to facilitate decision-making on the part of the Board members by having available to them in advance of Board meetings comprehensive data pertaining to each agenda topic. The supporting information shall accompany the agenda and be delivered to the Board members concurrently with the agenda.

If supporting materials are distributed to Board members during a public meeting, such materials will be made available for public inspection at the meeting if prepared by the Executive Director. If such materials are prepared by some other person, they shall be made available after the meeting at which they were distributed. The Board may charge a fee or deposit for a copy of such materials.

These materials will be made available in appropriate alternative formats upon request by a person with a disability, as required by the Americans with Disabilities Act (42 U.S.C. § 12132). No surcharge will be imposed on persons with disabilities in violation of the Americans with Disabilities Act.

Members of the public who request to have a topic placed on the agenda are encouraged to submit, in writing, supporting information detailing their reason for having the topic placed on the agenda and what is being requested of the Board. This is intended to provide background information for Board members to help expedite the Board's handling of the topic at the Board meeting.

V. Board Meetings

A. Open Session

All regular, special and emergency meetings of the Board shall be open to the public and the media, except Closed Sessions as authorized by law.

B. Public Participation at Meetings

Public comment generally: At a regular meeting, any person may address the Board concerning any item on the agenda and any other matters under the Board's jurisdiction. At a special meeting, any person may address the Board only concerning the items on the agenda. The total time devoted to presentations to the Board on all public comment (including agenda items and non-agenda items at regular meetings) shall not exceed one-half hour, unless additional time is granted by the Board. At the discretion of the **Chairman of the Board**, individuals may be granted 5 minutes to make a presentation to the Board. Normally, individuals will be granted 2 minutes each for public comment. Individuals who utilize a translator will be given twice the allotted time to a member of the public to ensure that non-English speakers receive the same opportunity to directly address the Board. If the Board makes available simultaneous translation equipment in a manner that allows the Board to hear the translated public testimony simultaneously, this additional time allotment does not apply.

In the event that any meeting is willfully interrupted by a group(s) of persons so as to render the orderly conduct of such meeting unfeasible, and order cannot be restored by the removal of individuals who are willfully interrupting the meeting, the Board may order the meeting room cleared and continue the session. Only matters appearing on the agenda may be considered in such a session. Representatives of the press or other media, if not participating in the disturbance, shall be allowed to attend any such session.

Members of the public desiring Board action on an item are required to seek placement of the issue on the Board agenda in accordance with policy rather than presenting the matter during general public comment. This will facilitate discussion and expedite resolution.

A two-way teleconference location shall be established at each resource center.

Time for public comment: All public comment concerning all matters shall be heard immediately after the meeting is called to order and prior to the formal discussion of the agenda topics by the Board and consideration of action.

Recording and/or broadcasting of meeting: Persons attending an open meeting have the right to record or broadcast the proceedings with an audio or video tape recorder or a still or motion picture camera unless the Board reasonably finds that the recording or broadcast cannot continue

without noise, illumination or obstruction of view that constitutes, or would constitute, a persistent disruption of the proceedings.

- C. **Requests to address the Board:** Prior to the beginning of the meeting, members of the public seeking to address the Board on an item on the agenda or during time allocated for public comment shall complete the card, "Request to Address the Board" (located in the Board Meeting Room), and give it to the Board Secretary, or their designee. Members of the public participating in a teleconference meeting may notify the Director of Business Services at 760-757-0161 of their request to address the Board during public comment. Board Members at Meetings

Board discussion: For regular and special meetings, no action or discussion shall be taken on any item not appearing on the posted agenda. At a regular meeting, however, Board members or staff may briefly respond to statements made or questions posed by persons during public comment. At regular meetings, a Board member may, on his/her own initiative or in response to a question posed by the public, ask a question for clarification, make a brief announcement or make a brief report on his/her own activities. Additionally, a Board member may provide a reference to staff or other resources for factual information, request staff to report back to the Board at a subsequent meeting concerning any matter or take action to direct staff to place a matter of business on a future agenda.

Certain discussions prevented in special meetings and required announcements in regular meetings: The Board may not discuss in any special meetings the salaries, salary schedules or compensation paid in the form of fringe benefits of any employee of the School. This limitation, however, does not apply to the Board calling a special meeting to discuss the School's budget. Prior to taking final action, the Board shall orally report a summary of a recommendation for a final action on the salaries, salary schedules or compensation paid in the form of fringe benefits of the School's Executive Director during the open regular meeting in which the final action is to be taken.

Exceptions in regular meetings: In regular meetings, the Board may take action on items of business not appearing on the posted agenda if any of the following conditions apply: 1) A majority of the Board determines that an emergency situation exists (as defined by Govt. Code section 54956.5); 2) A determination by a two-thirds vote of the Board members present at the meeting, or if less than two-thirds are present, a unanimous vote of those Board members present, that there is a need to take immediate action and that the need for action came to the attention of the Board after the agenda was posted; or 3) The item was properly posted for a prior meeting occurring not more than five calendar days prior to the date action is taken on the item, and at the prior meeting, the item was continued to the meeting at which action is being taken. If items are discussed under these conditions, the **Chairman of the Board** shall publicly identify the item(s).

Board Member Participation in Social Media: In order to avoid a serial meeting, a member of the board may engage in separate conversations or communications on an internet-based social media platform to answer questions, provide information to the public, or to solicit information from the public regarding a matter that is within the subject matter jurisdiction of the Board provided a majority of the members of the Board do not use the internet-based social media platform to discuss among themselves business of a specific nature that is within the subject matter jurisdiction of the board that is made, posted, or shared by any other member of the board.

Closed session: Prior to holding any closed session, the Board shall disclose, in an open meeting, the item(s) to be discussed in the closed session. The disclosure may take the form of a reference to the item(s) as they are listed by number or letter on the agenda. In the closed session, the Board may consider only those matters covered in its statement.

After any closed session, the Board shall reconvene into open session prior to adjournment and make a report of any action taken in closed session and the vote or abstention of every Board member present thereon in accordance with Government Code section 54957.1.

D. Minutes of Board Meetings

Open session meetings: The minutes of open session meetings of the Board shall record all motions, show the names of Board members making and seconding motions and state the vote upon the motion, including the vote or abstention of every Board member present. In the event that Board members are participating via teleconferencing, all votes during the meeting shall be by roll call and will be reflected in the minutes. The open session minutes shall also record all resolutions, the recommendations of the administration and the substance of the Board's discussion or the substance of statements pertinent to Board's business made by members of the staff or public. The minutes shall follow the generally accepted pattern in form.

The original copy of the open session minutes shall be signed by the Secretary of the Board and approved by the Clerk. Original minutes shall be bound in chronological order, volumed by fiscal year and paged consecutively.

Closed session meetings: The Board designates the Board Secretary or designee to attend each closed session of the Board and keep and enter in a minute book a record of topics discussed and decisions made at the meeting. The minute book for closed session is not a public record subject to inspection and shall be kept confidential. The minute book shall be available only to Board members, or when otherwise required by law. The minute book may, but need not, consist of a recording of the closed session.

Minutes for Emergency Meetings: Any time an emergency meeting is held, the minutes must provide a list of persons who were notified or attempted to be notified, a copy of the roll call vote, and any actions taken at the meeting. The minutes will be posted for a minimum of 10 days in a public place as soon after the meeting as possible.

Storing the minutes: The official minutes of the Board (for open and closed sessions) shall be kept in fireproof storage. The following documents shall be bound with the official minutes and referred to in the text of the minutes to which they apply:

Original copies of all resolutions unless required by other agencies, in which case photocopies of the originals may be substituted;

Original copy of all budget transfers;

Copies of any document determined by the Board to be attached to the official minutes;
and

Other documents which, in the opinion of the Secretary, are necessary to fully substantiate or record Board action.

In addition to the official minutes, an additional copy of all minutes and attached documents shall be maintained in the office of the Secretary of the Board. This set of minutes shall be bound, indexed by those categories detailed above and by subject.

VI. Quorum Requirements

A majority of the members of the Board shall constitute a quorum of the Board, which is necessary for the Board to transact business. Every act or decision done or made by a majority of the trustees present at a meeting duly held at which a quorum is present is an act of the Board. Should there be less than a majority of the Board present at any meeting, the meeting shall be adjourned.

VII. Continuances and Adjournment

A. Continuances

If the Board is holding, has noticed or ordered a hearing, at any meeting, the Board may, by order or notice, continue or recontinue to any subsequent meeting of the Board in the same manner and to the same extent that a meeting may be adjourned (see below). If the hearing is continued to a time less than 24 hours after the time specified in the order or notice of hearing, a copy of the order or notice of continuance of hearing shall be conspicuously posted on or near the door immediately following the meeting at which the continuation was adopted or made. Govt. Code § 54955.1.

B. Adjournment

The Board may adjourn any regular or special meeting to a time and place specified in an order of adjournment. Less than a quorum may so adjourn from time to time. If all members are absent from any regular meeting, the Board Secretary may declare the meeting adjourned to a stated time and place and he/she shall cause a written notice of adjournment to be given in the same manner as provided for special meetings, unless such notice is waived for special meetings. A copy of the notice of adjournment shall be conspicuously posted on or near the door of the place where the regular or special meeting was held within 24 hours after the time of adjournment. When a regular meeting is adjourned, the resulting adjourned regular meeting is a regular meeting for all purposes. When an order of adjournment fails to state the hour at which the adjourned meeting is to be held, it shall be held at the hour specified for regular meetings.

VIII. Teleconferencing Rules During a State of Emergency

A. When Teleconferencing During a State of Emergency is Permissible

The Board of Trustees may hold a meeting via teleconferencing without complying with the requirements of Government Code section 54953(b)(3) in any of the following circumstances:

- The Board of Trustees holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

- The Board of Trustees holds a meeting during a proclaimed state of emergency 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.
- The Board of Trustees holds a meeting during a proclaimed state of emergency and has determined, by majority vote, that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

B. Requirements for Teleconferenced Meetings During a State of Emergency

If the Board of Trustees holds a teleconferenced meeting during a proclaimed state of emergency, the School Board shall do all of the following:

- Give notice of the meeting and post agendas as otherwise required by the Brown Act.
- Allow members of the public to access the meeting and the agenda shall provide an opportunity for members to address the School Board directly. The agenda shall also give notice of the means by which members of the public may access the meeting and offer public comment. These opportunities may be by call-in option or an internet-based service option. No physical location will be provided to the public.
- Conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties and the public at the board meeting.

C. Public Comment Rules

In the event of a disruption preventing the Board of Trustees from broadcasting the meeting or in the event of a disruption within the School's control that prevents the public from offering public comments using the call-in or internet-based service option, the Board shall take no further action on items appearing on the meeting agenda until the public access to the meeting is restored. Actions taken on agenda items during a disruption that prevents the School from broadcasting the meeting may be challenged.

The Board of Trustees shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for the public to address the Board and offer comment in real time.

Public comment shall not be closed for any agenda item for which there is a time associated with public comment until that timed public comment period has elapsed.

D. Requirements to Continue Using Teleconferencing During a State of Emergency

If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with Government Code section 54953(b)(3), the School Board shall, not later than 30 days after teleconferencing for the first time and every 30 days thereafter, make the following findings by majority vote:

- The Board of Trustees has reconsidered the circumstances of the state of emergency.
- Any of the following circumstances exist: 1) The state of emergency continues to

directly impact the ability of the members to meet safely in person; 2) State or local officials continue to impose or recommend measures to promote social distancing.

Adopted:

Amended:
4856-3017-4234, v. 2

BOARD OPERATIONSRoberts Rules of Order

Absent a policy to the contrary, the business of the Board of Trustees (the “Board”) of **Pacific View Charter School** (the “School”) at its meetings will be conducted in accordance with the specifications of its adopted rules of conduct, which may be modeled after Roberts Rules of Order to the extent consistent with the Bylaws and the provisions of the Ralph M. Brown Act (Govt Code § 54950 et seq.). Any member may rise to a point of order under these rules, which action shall take precedence over all other business before the Board.

Polling of Board of Trustees

Voting on resolutions shall be by majority vote and shall be by the polling of voting Board members. The minutes shall record the person making the motion, the person seconding it, and the results of a vote, including the names of the trustees voting for and against the motion or abstaining, as well as Board members who are absent. Secret ballots and proxies are prohibited.

Board Member Compensation and Reimbursement of Actual and Necessary Expenses

Board members shall serve without compensation. Board members may, however, be reimbursed for actual and necessary expenses related to school business in accordance with the school’s fiscal policies and budget.

Officers, Directors and School Liability Insurance

The School will maintain adequate insurance to protect the school against loss because of fire, damage to school property, loss to other property or general liability resulting as a responsibility of the School and its Board members or officers while acting on behalf of the School.

Appointment of Board Committees

Consistent with the charter, Bylaws, and any other applicable provisions of contract or law, the Board may appoint committees for any purpose deemed appropriate by the Board. The resolution establishing the committee shall clearly define the range of the committee’s responsibility and authority, and shall specify whether the committee shall be a standing or limited-term committee. In meeting and carrying out designated purposes, any such committee shall comply with any applicable legal or contractual requirements. Specifically, parent/teacher associations and/or parent committees shall be advisory only.

Board Appointment/Nomination Process

The Board shall carry out its appointment and nomination process consistent with the requirements of its charter and Bylaws. Should the charter and Bylaws not address any issue which may arise, the Board may adopt regulations which address such concerns. Should the Board wish to alter its appointment or nomination process, it must do so consistent with any requirements of its charter and the bylaws.

Board Member Resignations

Board members may submit a resignation at any time during their term but should give due consideration, as to the timing of the resignation, concerning the impact the resignation may have upon the Board. While a resignation must be acknowledged by the Board at the next regularly scheduled meeting following notice of the resignation, assuming it may be properly agendaized, a Board member's resignation need not be accepted by the Board. The resignation becomes effective upon giving written notice to the President, the Secretary, or the Board, unless the notice specifies a later effective time.

Board Member Removal From Office

A Board member may be removed from office by a majority vote of the Board following a motion made in open session for the removal of the Board member. A motion to remove a Board member may not be made in closed session, nor may a discussion about removal be had in closed session.

Removal and Resignation of Officers

Any officer may be removed, either with or without cause by the Board at any time. Any such removal shall be without prejudice to the rights, if any, of the officer under any contract of employment. Any officer may resign at any time by giving written notice to the School, but without prejudice to the rights, if any, of the School under any contract to which the officer is a party. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Dispute Resolution with Granting Agency

Any dispute that may arise with the granting agency must be handled in strict accordance with the dispute resolution process outlined in the charter or any agreement entered into with the granting agency. Should the Board wish to amend the dispute resolution process it must amend the charter or other agreement in order to do so.

Adopted:

Amended:
4866-1819-5738, v. 1

PACIFIC VIEW CHARTER SCHOOL CONFLICT OF INTEREST CODE

I. ADOPTION

In compliance with the Political Reform Act of 1974, California Government Code Section 87100, et seq., Pacific View Charter School hereby adopts this Conflict of Interest Code (“Code”), which shall apply to all governing board members and all other designated employees of Pacific View Charter School (“Charter School”), as specifically required by California Government Code Section 87300.

II. DEFINITION OF TERMS

As applicable to a California public charter school, the definitions contained in the Political Reform Act of 1974, the regulations of the Fair Political Practices Commission, specifically California Code of Regulations Section 18730, and any amendments or modifications to the Act and regulations are incorporated by reference to this Code.

III. DESIGNATED EMPLOYEES

Employees of this Charter School, including governing board members, who hold positions that involve the making or participation in the making, of decisions that may foreseeably have a material effect on any financial interest, shall be “designated employees.” The designated positions are listed in “Exhibit A” attached to this Code and incorporated by reference herein.

IV. STATEMENT OF ECONOMIC INTERESTS: FILING

Each designated employee, including governing board members, shall file a Statement of Economic Interest (“Statement”) at the time and manner prescribed by California Code of Regulations, title 2, section 18730, disclosing reportable investments, interests in real property, business positions, and income required to be reported under the category or categories to which the employee’s position is assigned in “Exhibit A.”

An investment, interest in real property or income shall be reportable, if the business entity in which the investment is held, the interest in real property, the business position, or source of income may foreseeably be affected materially by a decision made or participated in by the designated employee by virtue of his or her position. The specific disclosure responsibilities assigned to each position are set forth in “Exhibit B.”

Statements Filed With the Charter School. All Statements shall be supplied by the Charter School. All Statements shall be filed with the Charter School. The Charter School’s filing official shall make and retain a copy of the Statement and forward the original to the County Board of Supervisors.

V. DISQUALIFICATION

No designated employee shall make, participate in making, or try to use his/her official position to influence any Charter School decision which he/she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family.

VI. MANNER OF DISQUALIFICATION

A. Non-Governing Board Member Designated Employees

When a non-Governing Board member designated employee determines that he/she should not make a decision because of a disqualifying interest, he/she should submit a written disclosure of the disqualifying interest to his/her immediate supervisor. The supervisor shall immediately reassign the matter to another employee and shall forward the disclosure notice to the Executive Director, who shall record the employee's disqualification. In the case of the Executive Director, this determination and disclosure shall be made in writing to Board of Trustees.

B. Governing Board Member Designated Employees

The Corporation shall not enter into a contract or transaction in which a trustee directly or indirectly has a material financial interest (nor shall the Corporation enter into any contract or transaction with any other corporation, firm, association, or other entity in which one or more of the Corporation's trustees are trustees and have a material financial interest).

Adopted:

Amended:

4860-0209-1802, v. 1

EXHIBIT A

Designated Positions

<u>Designated Position</u>	<u>Assigned Disclosure Category</u>
Members of the Governing Board	1, 2
Executive Director	1, 2
	2
Director of Central Office and Finance	
Director of Curriculum	3
Director of Student Services	3
Technology Technician	3
Consultants/New Positions	*

*Consultants/New Positions shall be included in the list of designated positions and shall disclose pursuant to the broadest disclosure category in the code, subject to the following limitation:

The Executive Director may determine in writing that a particular consultant or new position, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant’s or new position’s duties and based upon that description, a statement of the extent of disclosure requirements. The Executive Director’s determination is a public record and shall be retained for public inspection in the same manner and location as this Code (Government Code § 81008).

EXHIBIT B

Disclosure Categories

Category 1

Designated positions assigned to this category must report all interests in real property which is located in whole or in part within two (2) miles of any facility utilized by Pacific View Charter School, including any leasehold, beneficial or ownership interest or option to acquire such interest in real property.

Category 2

Designated positions assigned to this category must report investments and business positions in business entities and sources of income (including receipt of gifts, loans, and travel payments) that are contractors engaged in the performance of work or services, or sources that manufacture, sell, repair, rent or distribute school supplies, books, materials, school furnishings or equipment of the type to be utilized by Pacific View Charter School.

Category 3

Designated positions assigned to this category must report investments and business positions in business entities and sources of income (including receipt of gifts, loans, and travel payments) that are contractors engaged in the performance of work or services, or sources that manufacture, sell, repair, rent or distribute school supplies, books, materials, school furnishings or equipment of the type to be utilized by the designated position's department.

Adopted:

Amended:

4860-0209-1802, v. 1

ACCEPTANCE OF GIFTS

All Board members who receive gifts in their individual capacity must ensure compliance with the Political Reform Act and must disclose any gifts annually on their Form 700, if required.

The following gifts or donations to the School must be accepted by the Board at a regularly scheduled Board meeting: real property, gifts of personal property and gifts of securities. The Board will not accept gifts that would result in the School losing its charter, would result in the School losing its tax-exempt status with the IRS, are not valuable enough in relation to the difficulty or expense in administration, could produce unacceptable consequences for the School or are in contravention of School's mission.

Adopted:

Amended:
4867-7771-0618, v. 1

PUBLIC RECORDS REQUESTSI. Public RecordsA. Public Records Defined

The *Pacific View Charter School* (the “School”) provides the public with access to its public records in accordance with legal requirements. Public records are those writings containing information relating to the conduct of the School’s business that are prepared, owned, used or retained by the School regardless of physical form or characteristics. Certain public records, however, are exempt from disclosure by express provision of law. These records will not be provided to the public. The School may not deny disclosure of records based on the purpose for which the record is being requested.

B. Records Exempt from Disclosure

Some of the records that are exempt from disclosure include the following categories. This is not an exhaustive list.

Preliminary drafts, notes or inter/intra-School memoranda that are not retained by the School in the ordinary course of business;

Records pertaining to pending litigation to which the School is a party or to claims made pursuant to the Government Claims Act (if applicable), until the pending litigation nor claim has been finally adjudicated or otherwise settled.

Personnel, medical, student records, or similar files.

The personal email addresses of all employees of a public agency;

Test questions, scoring keys and other examination data used to administer an examination for employment or academic examination, unless specifically authorized by law.

The content of real estate appraisals or engineering or feasibility estimates and evaluations made for or by the School relative to the acquisition of property, until all of the property has been acquired.

Records, the disclosure of which is exempted or prohibited pursuant to federal or state law, including, but not limited to, provisions of the Evidence Code relating to privilege.

A document prepared by or for the School that assesses its vulnerability to terrorist attack

or other criminal acts intended to disrupt the Schools operations and that is for distribution or consideration in a closed session.

Trade secrets.

Computer software developed by the School.

Identification numbers, alphanumeric characters or other unique identifying codes that the School uses to identify a vendor or contractor, or an affiliate of a vendor or contractor, unless the identifying code number, alphanumeric character or other unique identifying code is used in a public bidding or an audit involving the School.

Records where, on the facts of the particular case, the public interest served by not disclosing the record clearly outweighs the public interest served by disclosure of the record.

The School may, in its discretion and as permitted by law, waive the applicable exemption to the records. In this case, the disclosure constitutes a waiver for all requesters of that public record and will be open to inspection by all requesters.

II. Process for Requesting Public Records

A. Requests for Public Records

Any person wishing to inspect the School's public records shall make the request, preferably in writing, to **Pacific View Charter School at 3670 Ocean Ranch Blvd, Oceanside CA 92056**. The request must reasonably describe an identifiable public record(s) and must be specific and focused.

To the extent reasonable under the circumstances, the School will assist the requester to make a focused and effective request by:

Assisting the member of the public to identify records and information that are responsive to the request or to the purpose of the request, if stated.

Describing the information technology and physical location in which the records exist.

Providing suggestions for overcoming any practical basis for denying access to the records or information sought.

If the School is unable to identify the requested information after making a reasonable effort to elicit additional clarifying information from the requester that will help identify the record(s), the School will not provide further assistance to the requester.

B. Response to Public Records Request

The School will, within 10 days¹ of receipt of the request, provide a written response to the requester of public records. The written response shall contain the following information:

Notice informing the requester whether the request, in whole or in part, seeks copies of disclosable public records in the possession of the School and the reasons for the determination.

If the School denies any request for records, in whole or in part, and the request was in writing, the notification of denial will set forth the names and titles or positions of each person responsible for the denial.

The date and time when the records will be made available.

If the request identifies information which is contained in both electronic format and hard copy, the notice may inform the requester that the information is available in either format.

If the requester seeks copies of the records, the School may charge a fee covering the direct costs of duplication.

If the requester seeks copies in electronic format, the School may charge the requester the direct cost of producing a copy of the record in that format. If, in order to comply with these requirements relating to electronic formatted records described below, the School is required to produce a copy of an electronic record and the record is one that is produced only at otherwise regularly scheduled intervals or the request would require data compilation, extraction or programming to produce the record, the School may charge the requester the cost to construct a record, the cost of programming and computer services necessary to produce the record.

If the School maintains an Internet Website, Webpage or Internet Web Portal, in which the School describes or titles as "open data," and the School voluntarily posts a public record on that Internet Resource, the School shall post the public record in an open format that meets requirements identified in Government Code § 6253.10.

¹ In unusual circumstances, the 10 day time limit may be extended by written notice by the Executive Director or designee to the person making the request, setting forth the reasons for the extension and the date on which a determination is expected to be dispatched. In no event will the extension exceed 14 days. As used in this policy, "unusual circumstances" means the following, but only to the extent reasonably necessary to the proper processing of the particular request: 1) The need to search for and collect the records from field facilities or other establishments that are separate from the office processing the request; 2) The need to search for, collect, and appropriately examine a voluminous amount of separate and distinct records that are demanded in a single request; 3) The need for consultation, which shall be conducted with all practicable speed, with another agency having substantial interest in the determination of the request or among two or more components of the School having substantial subject matter interest therein; or 4) The need to compile data, to write programming language or a computer program, or to construct a computer report to extract data.

The School may comply with the Public Records Act by posting any public record on its Internet Website, and in response to a request for a public record posted on the Website, direct a member of the public to the location on the Website where the public record is posted. If, however, the member of the public requests a copy of the public record due to the inability to access or reproduce the public record from the Website, the School shall promptly provide a copy of the public record in accordance with this policy.

In response to a request for public records sent or received on an employee's personal devices or accounts, the School shall disclose all public records that can be located with reasonable effort and that are otherwise subject to disclosure under the Public Records Act. The School's search for such public records shall be reasonably calculated to locate responsive documents. To fulfill such a request for public records, employees of the School may be asked to search for and disclose all responsive disclosable public records maintained on the employee's personal devices or accounts.

III. Records Inspections or Copies

Time and Place of Inspection: A person who has made a public records request may inspect the records after the date and time identified in the response to the request. Generally, records inspections may take place at **3670 Ocean Ranch Blvd, Oceanside, CA 92056** during office hours of the School, which are **8 am - 4 pm**. If records are not readily available, or if portions of the records to be inspected must be redacted to protect exempt material, then the School must be given a reasonable period of time to perform these functions prior to inspection. Such records shall be examined in the presence of the staff member regularly responsible for their maintenance.

Electronic Formatted Records: If the School has information that constitutes an identifiable public record not exempt from disclosure that is in an electronic format, and it has been requested in an electronic format, the School will make that information available in an electronic format. The School will make the information available for inspection in any electronic format in which it holds the information. If the requested format is one that the School uses to create copies for its own use or for provision to other agencies, the School will provide a copy of the electronic record. The School will not, however, provide electronic records in the electronic form in which it is held by the School if its release jeopardizes or compromises the security or integrity of the original record or of any proprietary software in which it is maintained.

If the School no longer has the record in electronic format, the School will not reconstruct the record in electronic format.

Partial Disclosure: If the requested records may only partially be disclosed because some are exempt from disclosure, the reasonably segregable portion of the record(s) will be made available for inspection.

Inspection at the School: A requester who inspects a disclosable record at the School has the right to use the requestor's equipment on the premises, without being charged any fees or costs, to photograph or otherwise copy or reproduce the record in a manner that does not require the equipment to make physical contact with the record, unless the means of copy or reproduction would result in either of the following: 1) Damage to the record; 2) Unauthorized access to the School's computer systems or secured networks by using software, equipment or any other technology capable of accessing, altering, or compromising the agency's electronic records.

The School may impose any reasonable limits on the use of the requester's equipment that are necessary to protect the safety of the records or to prevent the copying of records from being an unreasonable burden to the orderly function of the agency and its employees. The School may also impose any limit that is necessary to maintain the integrity of, or ensure the long-term preservation of, historic or high-value records.

Adopted:

Amended:
4890-6091-9322, v. 1

BOARD ORIENTATION

Board Orientation

Prior to the first meeting, new trustees will receive a briefing on the meeting protocols, agenda and issues of high priority or urgency needing Board attention. New Board of Trustees members will be given an overview of the Brown Act relative to meeting protocols and a copy of the Brown Act for their personal use. New Board of Trustees members will be provided with a board manual and encouraged to review it and contact the Board President and/or Executive Director with any and all questions.

Additional training will be given as needed.

Board Approval:

Amended:

11.5

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Fiscal Policies

A. Budget Calendar and Responsibilities

The Pacific view Charter School will develop and monitor its budget in accord with the annual budget development and monitoring calendar as specified below:

January-February

- *Develop rough planning budget for upcoming fiscal year, including projected enrollment and any proposed staffing changes.*
- *Develop five-year budget projection in accord with the school's established strategic and growth plans.*
- *Ongoing monitoring and revision of current year budget.*

March-April

- *The Executive Director working in conjunction with staff prepares a formal budget plan for upcoming fiscal year.*
- *Ongoing monitoring and revision of current year budget.*

May-June

- *Executive Director and staff review revenue projections subsequent to the Governor's annual "May Revise" budget figures, fine-tunes the upcoming fiscal year budget to accommodate any changes. The finalized proposed budget for the upcoming fiscal year will be forwarded to the Board.*
- *The Board reviews and formally adopts a budget for the upcoming fiscal year before June 30. A copy of the final budget is provided to the charter-granting agency.*
- *Ongoing monitoring and revision of current year budget*

July-August

- *Books for prior fiscal year are closed, all transactions are posted, and records assembled for audit.*
- *Budget is reviewed subsequent to the adoption of the State Budget Act and necessary adjustments are made. A copy of the revised final budget is provided to the charter-granting agency.*
- *Independent auditor performs audit of the just-closed fiscal year and prepares audit report for review by the Executive Director and staff.*

September-December

- *Executive Director and staff address any audit exceptions or adverse findings.*

- *Audit report and any follow-up plans are submitted to the Board for approval and a copy is submitted to the charter-granting agency by December 15.*
- *The Executive Director reviews current year actual versus budgeted revenues and expenditures after First Interim (October 31) and Second Interim (January 31) of the school year and submits reports to the Board for approval. A copy of each report will be submitted to the charter-granting agency.*
- *Ongoing monitoring and revision of current year budget.*

B. Controls, Budget, and Fiscal

Pacific View Charter School will maintain in effect the following principles in its ongoing fiscal management practice to ensure that, (1) expenditures are authorized by and in accord with amounts specified in the board-adopted budget, (2) the school's funds are managed and held in a manner that provides a high degree of protection of the school's assets, and (3) all transactions are recorded and documented in an appropriate manner.

Segregation of Duties

Pacific View Charter School will develop and maintain simple check request and purchase order forms to document the authorization of all non-payroll expenditures. All proposed expenditures must be approved by the ~~Business Manager~~ *Director of Business & Operations* who will review the proposed expenditure to determine whether it is consistent with the Board-adopted budget and approve the check request form.

All transactions will be posted in an electronic general ledger. A designated employee will post the transactions on the ledger. To ensure segregation of recording and authorization, the designated employee may not co-sign check requests for purchase orders.

Budget Transfers

The ~~Business Manager~~ *Director of Business & Operations* may make transfers up to \$5,000 from one budget item to another *after Executive Director approval* ~~without board approval~~, but shall notify the Board of any transfer *over \$10,000* at the next regularly scheduled meeting.

Banking Arrangements

Pacific View Charter School will maintain its accounts either in the County Treasury or at a federally insured commercial bank or credit union. Funds will be deposited in non-speculative accounts including federally-insured savings or

checking accounts or invested in non-speculative federally-backed instruments or in the County's Pooled Money Investment Fund. If funds are held in accounts outside of the County Treasury, the Board must appoint and approve all individuals authorized to sign checks or warrants in accord with these policies.

The ~~School's Business Manager~~ *Director of Business & Operations and/or designee* will reconcile the school's ledger (s) with its bank accounts ~~or accounts in the county treasury~~ on a monthly basis and prepare (1) a balance sheet, (2) a comparison of budgeted to actual revenues and expenditures to date, and (3) and other reports ~~upon request of the board~~. The Executive Director and the Board will regularly review these statements. The School will deposit all funds received as soon as practical upon receipt. All funds received shall be deposited or transferred into the school's accounts at the earliest possible convenience.

Purchasing Procedures

All purchases over 10K must include documentation of a good faith effort that goods and services are purchased at competitive market rate. The Executive Director or Director of Business & Operations shall not approve purchase orders or check request lacking such documentation. Competitive Bid documentation shall be attached to all check and purchase order requests showing that at least three vendors were contacted and such documentation shall be maintained for three years. All purchases in excess of \$30,000 *\$99,100* must be board-approved, except in the case of emergencies that necessitate the purchase of emergency response supplies, equipment, or services.

Record Keeping

Transaction ledgers, canceled/duplicate checks, attendance and entitlement records, payroll records, and any other necessary fiscal documents will be maintained by school staff in a secure location for at least three years or as long as required by applicable law, whichever is longer. Appropriate back-up copies of electronic and paper documentation, including financial and attendance accounting data, will be regularly prepared and stored in secure off-site location, separate from the school.

Property Inventory

The ~~School's Business Manager~~ *Director of Business & Operations* shall establish and maintain an inventory of all non-consumable goods and equipment worth over \$1,000. This inventory may include the original price and date, a brief description, serial numbers, and other information appropriate for documenting the school's

assets. This property will be inventoried on an annual basis. ~~and lists of any missing property shall be presented to the Board.~~

All non-consumable school property lent to students shall be returned to the school.

Any excess or surplus property owned by the school may be sold or auctioned by the Executive Director provided the Executive Director engages in due diligence to maximize the value of the sale or auction to the school. The Board shall approve the sale or auction of property owned by the school. ~~with a fair market value in excess of \$1,000 in advance.~~

Payroll Services

Pacific View Charter School will contract with the County Office of Education or a reputable, bonded, and insured payroll contractor to prepare payroll checks, tax and retirement withholdings, tax statements, and to perform other payroll support functions. The Executive Director will establish and oversee a system to prepare time and attendance reports and submits payroll check requests. The Executive Director and/or **designee** ~~Board Treasurer~~ will review payroll statements monthly to ensure that (1) salaries are consistent with staff contracts and personnel policies and (2) the proper tax, retirement, disability, and other withholdings have been deducted and forwarded to the appropriate authority. All staff expense reimbursements will be on checks separate from payroll checks.

Upon hiring of staff, a personnel file will be established with all appropriate payroll-related documentation including a federal I-9 form & tax withholding forms. ~~retirement date, and an accounting of the use of sick leave.~~

Attendance Accounting

The Executive Director or designee will establish and maintain an appropriate attendance accounting system to record the number of days students are actually in attendance at the School and engaged in the activities required of them by the School. The annual audit will review actual attendance accounting records and practices to ensure compliance. The attendance accounting practices will be in conformance with the Charter Schools Act and applicable California Administrative Code sections defining Charter School Average Daily Attendance. Therefore:

- ADA will be computed by dividing the actual number of days of student attendance by the number of calendar days of instruction by the School.
- The School's instructional calendar will include at least 175 days of instruction to avoid the fiscal penalty for providing fewer than 175 days of

instruction as provided by the Administrative Code regulation. The calendar must also document that the school offers an amount of annual minutes of instruction as required pursuant to applicable law.

Annual Financial Audit

Pacific View Charter School shall annually contract for the services of an independent certified public accountant to perform an annual fiscal audit. The audit shall include, but not be limited to (1) an audit of the accuracy of school's financial statements, (2) an audit of the school's attendance accounting and revenue claims practices, and (3) an audit of the school's internal controls practices. If the school receives over \$300,000 from federal sources, the audit shall be prepared in accordance with any relevant Office of Management and Budget audit circulars. The Audit shall be completed, reviewed by the Board, and submitted to the charter-granting agency, the County Office of Education, the Office of the State Controller, and California Department of Education prior to December 15 of each year.

C. Required Budget and Other Fiscal Reports

The Executive Director, working in conjunction with the ~~Business Manager~~ **Director of Business & Operations** will produce and submit to the charter granting agency any and all required fiscal reports as may be required by state or federal law, or mandated by the terms of the school's charter. These include, but are not limited to, attendance reports, enrollment and other data reports required by the California Basic Education Data System, and other related data.

D. Property and Liability Insurance

The ~~Business Manager~~ **Director of Business & Operations** shall ensure that the school retains appropriate property and liability insurance coverage. Property insurance shall be obtained and address business interruption and casualty needs, including flood, fire, earthquake, and other hazards with replacement cost coverage for all assets listed in the school's Property Inventory and consumables. Premises and Board errors and omissions liability insurance shall also be obtained and kept in force at all times on a "claims made" form with a self insured retention of no more than \$50,000 per occurrence and limit of not less than \$1 million per occurrence. The school's Director and other staff who manage funds are covered under the school's Commercial Crime Insurance coverage. ~~shall be placed under a fidelity bond.~~

E. Board Compensation

Board members shall serve without compensation, but may be reimbursed for actual and necessary expenses. Expenses for travel necessary to attending board meetings and the board need not approve meetings of board committees in advance. The board shall approve all other expenses in advance. Travel expenses reimbursed shall not exceed levels that would be subject to federal or state income tax. Receipts shall document all expenses reimbursed and in no event may reimbursements exceed actual expenses.

F. Authority to Enter Into Contracts and Agreements

Except as otherwise provided in these policies, the Executive Director ~~and Business Manager~~ may enter into contracts and agreements ~~not to exceed \$10,000~~ without Board approval, provided funds sufficient for the contract or agreement are authorized and available within the school's board-adopted budget. Contracts and agreements ~~in excess of \$10,000~~ must be submitted for board approval ~~and may be executed by the Executive Director or Business Manager after the Board has duly approved the contract or agreement.~~

G. Fundraising, Grant Solicitation, and Donation Recognition

In regards to any Fundraising Activity the Board shall be informed of any conditions, restrictions, or compliance requirements associated with the receipt of such funds, including grants or categorical programs sponsored by the state or federal government. The Board shall be notified no later than the next regular board meeting of the award or receipt of any funds and shall approve the receipt of any grants, donations, or receipts of fundraising proceeds prior to their deposit in the school's account.

Board Approved: 04-05-05

Amended:

11.6

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Facilities/Operations

- Facilities/Operations Policy #1: Facilities Development
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- Facilities/Operations Policy #5: Student Drop-Off, Pick-Up, & Parking
- ~~Facilities/Operations Policy #6: Donations and Gifts~~
- Facilities/Operations Policy #6 Use of Facilities

Facilities Development

Capital Improvement Planning

The Governing Board's policy is to provide a systematic and comprehensive planning process for the development of facilities to meet the capital needs of the Charter School. The Governing Board's obligation is to provide facilities of the kind and size that will best support and accommodate the Charter School's educational program for the current and projected enrollment. The Governing Board shall annually review the facilities needs and student accommodation needs of the school system and consider the Executive Director's recommendations to address those needs.

When the Governing Board deems necessary, the Governing Board may obtain assistance in analyzing the Charter School's capital needs. Such assistance may be in the form of an appointed advisory group representing the full complement of community interests and/or hiring professional consultants, as the Governing Board determines in its sole discretion.

Executive Director's Report

The Executive Director shall present to the Governing Board Capital Improvement Plans as needed *which will include recommendations regarding timing, location costs and savings associated with new building requirement and restoration and renewal of existing school facilities*. The Executive Director's report will:

1. Provide ~~five-year~~ **three-year** enrollment projections prepared under the direction of the Executive Director and which have been reviewed and brought up to date annually
2. Provide an assessment for all school facilities related to building renewal, reconfiguration or expansion to meet educational program needs.
3. Identify interim and long-term options that address the identified needs.
4. Articulate a rationale for recommended solutions.
5. Provide a detailed scope of work (e.g. number of rooms, extend of building system improvements) for each recommended project.
6. Provide a cost estimate for each recommended project that achieves compliance with approved educational specifications. This estimate will include all project

costs (e.g. architect/engineering fees, project management, hazardous material abatement, installation of technology infrastructure, contingency, equipment).

Governing Board Action

The Governing Board shall review and approve all architect/engineer contracts, schematic and final building plans, and construction/renewal contracts for all bond funded projects. For each bond funded capital project, the Governing Board shall receive an updated project budget for approval at the time of construction contract award. In addition, the Governing Board shall receive periodic written reports on the physical and fiscal progress of all funded projects.

Facilities Development

It is the policy of the Governing Board to provide facilities, which offer safe, comfortable, accessible, efficient, and attractive spaces to accommodate and facilitate the organizational and instructional patterns that support the Charter School's educational philosophy and instructional goals.

It is the policy of the Governing Board to develop educational specifications for new buildings and those undergoing extensive remodeling with a high level of input from the full staff and the community.

It is the policy of the Governing Board to provide for the systematic maintenance of major and critical building infrastructure components.

It is the policy of the Governing Board to provide for the systematic renewal of Charter School facilities.

It is the policy of the Governing Board to use building design and construction that will provide decreased maintenance costs and the conservation of energy, consistent with current and future budgetary considerations. ~~These two~~ *The following* factors will also be given special consideration.

Each Charter School building will have:

1. Safe, effective and efficient mechanical systems, including electrical, plumbing, heating, ventilation and air conditioning.
2. Sound structural elements including roof, doors, floors, walls, and windows.
3. Effective and efficient illumination.
4. Adequate classroom space for all students.

5. Adequate, safe, outdoor space for the physical education/recreation activities of the Charter School program, if appropriate.
6. Adequate supplementary space to support the programs required for instruction of the students required to attend the school, including space for itinerant staff and staff who provide special programs in addition to the regular instructional program and/or on a resource basis.
7. Infrastructure required to support instructional and administrative technology.
8. Full compliance with all current building safety codes at the time of construction or renovation.
9. Full compliance with the access requirements specified in the Americans with Disabilities Act.

Board Approved: February 2, 2005

Amended:

Capital Expenditures

Definition

1. Capital

The term Capital shall mean equipment with a useful life of more than one year and valued at ~~five~~ *one* thousand dollars (\$1,000) or more, including actual or estimated tax, shipping and handling, and land, buildings, and improvements, other than buildings valued at five thousand dollars (\$5,000) or more. All items over ~~five~~ *one thousand* dollars (\$1,000) with a useful life of more than one year shall be capitalized. Assets under ~~five~~ *one* thousand dollars (\$1,000) with a useful life of more than one year may be capitalized only upon permission of the Executive Director and *Director of Business & Operations*.

2. Equipment Classified as Capital

In addition, in order to maintain property control, the following are recorded and tracked the same as capital even though they may be less than ~~five~~ *one* thousand dollars (\$1,000) or have a useful life of less than a year; (1) equipment purchased with grant funds or required by the terms of the grant to be tracked as capital; (2) furnishings for new spaces; (3) cameras; (4) musical instruments; and (5) television sets, VCR units, AV projectors, computer systems (PC, keyboard, monitor, printer, **tablets** hard drives *and other electronic devices*).

3. Capital Improvements and Expenses

A guiding principle for distinguishing between a capital improvement and a repair and maintenance expenditure is that a capital improvement results in an improved asset. If an expenditure increases the utility or significantly extends the useful life of an asset, the expenditure should be capitalized. If an expenditure only maintains the original condition of the asset, the expenditure should be classified as an expense.

Budget: Capital Expenditures

Except in emergencies or for reasons of economy, the purchase of major pieces of equipment classified as capital shall be scheduled so that annual budgetary appropriations for capital purposes either will be of similar size or will show a continuous trend without severe fluctuations.

The Governing Board ~~will approve~~ ~~will approve the Director's capital improvements program~~ in cooperation with the Executive Director will review the Capital Improvement Plans, which will project the Charter School needs for a three-year period. The schedule shall be reviewed and updated as needed. Copies shall be provided to the Governing Board for review and consideration.

In addition to items specifically included in the Charter School Annual budget, the Executive Director may purchase capital items costing up to five thousand dollars (\$5,000). The purchase of capital equipment exceeding these limits, which has not received prior budget approval must be approved or ratified by the Governing Board.

Board Approved: February 2, 2005

Amended:

Public Solicitations on School Grounds

Purpose

The property, buildings, or facilities owned or controlled by the Charter School are not open for assembly, speech, or other activities as are the public streets, sidewalks, parks and other public places. The Charter School's legal duty to operate and maintain a safe and secure campus requires that the time, place, and manner of assembly, speech, and other activities on the Charter School premises be regulated. Accordingly, it is against Charter School policy for anyone to solicit, peddle, canvass, or otherwise engage in contracting Charter School faculty, staff, or students for any purpose not specifically approved in advance.

Solicitation on Campus

1. The term solicitation shall mean (1) the sale, lease, rental or offer for sale, lease, rental of any property, product, merchandise, publication, or service, whether for immediate or future delivery; (2) an oral statement or the distribution or display of printed material, merchandise, or products designed to encourage the purchase, use, or rental of any property, product, merchandise, publication, or service; (3) an oral or written appeal or request to support or join an organization other than a registered student, faculty, or staff organization; (4) the receipt of or request for any gift or contribution; or (5) the request to support or oppose or to vote for or against a candidate, issue, or proposition appearing on a ballot at any election held pursuant to state or federal law or local ordinances.
2. To cooperate in publicizing community services, special events, and Public meetings of interest to students and parents/guardians, the Charter School will approve or reject the distribution and/or posting of printed materials to students and/or through the Charter School which extend the community's cultural, recreational, artistic, or service educational opportunities.
3. Materials to be distributed shall not include any which:
 - a. Are obscene, libelous, slanderous, or which incite students to commit unlawful acts, violate the Charter School's policies, procedures and rules, or disrupt the Charter School's orderly operations.

- b. Discriminate on the basis of sex, race, color, ancestry, national origin, religion, or disability.
 - c. Attack or disparage any group or person based upon sex, race, color, ancestry, national origin, religion, or disability.
 - d. Request students or other family members to contribute in any way to the funds of, or become members of, or to work for, any organization not directly under the control of Charter School authorities, unless the organization is a nonpartisan, charitable organization organized for charitable purposes by an act of Congress or under the laws of the State of California, the purpose of the solicitation is nonpartisan and charitable and the solicitation has been approved by the Charter School. To qualify as an organization exempted in this section [II][C][4], the organization must present to the Charter School written evidence from the Internal Revenue Service that the organization has been granted tax-exempt status under Internal Revenue Code Section 501(a) as an organization described in Internal Revenue Code 501(c)(3). Solicitation must be conducted only in an area designated by the Charter School. Any person soliciting on behalf of such organizations must have credentials identifying him or her as authorized agents of the organization. Permission to solicit may not be used by the organization as an endorsement of the Charter School.
 - e. Express support for or against specific political campaigns, issues, or activities, including statewide ballot initiatives and other ballot measures.
 - f. Express support for or against a specific religion or religious viewpoint, church, or denomination.
4. Advertising of commercial products or services may be conducted only when prior approval has been granted by the Charter School. In no event shall any material be distributed advertising alcohol, or tobacco products or otherwise encouraging students to consume alcohol or tobacco products. Students shall not be asked or otherwise be required to distribute commercial advertising materials.
5. No handbills or fliers shall be distributed or placed in/or on cars parked on the Charter School premises. No loudspeakers are to be used at any time during class hours.

Permission Procedures

1. All materials to be distributed or posted shall first be submitted to the Charter School Executive Director for approval. All materials shall bear the name and contact location of the sponsoring organization.

2. Materials which have not been approved by the Executive Director shall be removed if posted. Any person distributing materials that have not be approved by the Executive Director shall cease distribution immediately upon demand by the Charter School Official.

Board Approved: February 2, 2005

Amended

Registration of Visitors/GuestsPosting of Notice

The Charter School Executive Director or his or her designee shall post at the main entrance a notice setting forth school hours, visitor registration location and requirements, penalties for refusing to leave the Charter School premises, and any other announcements required by the local law enforcement agency in order to pursue the arrest of persons found loitering or trespassing.

Procedures for Visitors to Charter School Premises

- 1. Any person who is not a student of the Charter School or a Charter School officer or employee shall register his or her presence and the reason for visiting the Charter School to the Executive Director or designee immediately upon entering the Charter School premises.*
- 2. The Executive Director or designee shall provide identification to be used by all visitors at all times while on Charter School premises. The visitor shall make this identification visible at all times.*
- 3. All visitors registering with the Executive Director or designee, including immigration-enforcement officers (unless exigent circumstances necessitate immediate action and if the immigration officer does not possess a judicial warrant or court order that provides a basis for the visit) will provide the Executive Director or designee with his or her name, address, occupation, age, if less than twenty-one years-old, his or her purpose for entering the Charter school premises, and present proof of identity and any other information as required by law.*
- 4. No person who furnishes the information set forth in this policy and who provides proof of identity shall be denied registration except if the Executive Director or designee has reasonable basis for concluding that the visitor's presence will or is likely to disrupt the Charter School, its students, its teachers, or its other employees or volunteers or result in damage to property or will result in the distribution or use of unlawful or controlled substances.*
- 5. The Executive Director or designee may revoke a visitor's registration if the Executive Director or designee has reasonable basis for concluding that the visitor's presence on Charter school premises would likely interfere or is interfering with the peaceful conduct of Charter School*

activities, is interrupting classroom activities or is disrupting the Charter School, its students, its teachers, or its other employees or volunteers.

- 6. Charter School employees and volunteers should at all times watch for strangers on the Charter school premises. Employees or volunteers who encounter a visitor not displaying the appropriate identification should ask the visitor whether he or she has registered with the Executive Director or designee. Employees and volunteers should immediately inform the Executive Director or designee of any visitor who refuses to comply with registration requirements.*
- 7. Any possession of unauthorized dangerous instruments, weapons, or devices on school grounds shall be reported immediately to the Executive Director or designee and may be reported to the local law enforcement agency.*
- 8. Any person who fails to register within a reasonable time after entering the Charter School premises, who fails to leave upon the request of the Executive Director or designee, or who returns after leaving pursuant to such a request has committed an unlawful act and may be prosecuted according to law.*
- 9. School personnel shall report entry by immigration-enforcement officers to any on-site police or other appropriate administrator as would be required for any unexpected or unscheduled outside visitor coming on campus.*

Board Approved: February 2, 2005

Amended:

Facilities/Operations Facilities/Operations Policy #5

Drop Off and Pick Up of Students & Parking

Introduction

The safe arrival and departure of students is of paramount concern to the Charter School. The Charter School has promulgated the following policy and request that students and parents adhere to its procedures in order to ensure the safety of all students and staff.

In addition, the Charter School desires to be a good neighbor to the residents surrounding the Charter School premises. Parents can help the Charter School to be a good neighbor by following the rules of the road and exercising courtesy to neighborhood residents.

General Guidelines

All visitors to the Charter School are expected to adhere to the rules of the road when driving on or around the Charter School premises. All visitors are expected to drive slowly when students are present.

Motor vehicle of any kind, including but not limited to, motorcycles, motor scooters, and motorized skateboards, are not allowed on the Charter School premises in any area except the parking lot or designated drop-off and pick-up areas.

Arrival and Departure of Charter School Students

Parents are requested to adhere to the following:

1. Drive slowly through the parking lot.
2. Pick up and drop off are at the designated areas only.
3. Pay close attention to the direction of any crossing guard at any crosswalk or traffic light.
4. When approaching the area designated for student pick-up and drop-off, remain patient and stay to the right side of the area.
5. Unless the parking lot has been designated a student drop-off and pick-up area, please enter the parking lot only if you plan to get out and walk to your child to school. Otherwise the parking lot is not a safe drop-off and pick-up area.
6. When leaving, pull out slowly and look carefully for students and other cars.

7. For afternoon pick-ups, if you arrive early, park in the order of the arrival and wait patiently. After the children are dismissed, the first car should pull forward as far a possible to wait for his or her child.
8. Treat other drivers with respect.

Board Approved: February 2, 2005

Amended:

Pacific View Charter School

~~Facilities/Operations~~—————~~Facilities/Operations Policy #6~~

~~Donations and Gifts~~

~~Gifts or donations other than real estate will be presented to the Board at the next regularly scheduled Board meeting.~~

~~Board Approved: February 2, 2005~~—————~~Amended:~~

Pacific View Charter School

Facilities/Operations

Facilities/Operations Policy #6

Use of School Facilities Rules **Student/Community**

All currently enrolled Students and/or student organizations, including the student government, interested in initiating a meeting or gathering on School premises, shall submit a request in writing to the Executive Director and comply with the requirements set forth below. The request should state the name of the meeting, the number of persons expected to attend, the time requested and the length of time for the meeting. The Executive Director or designee shall review the written application and determine, which, if any room is available to accommodate the request. Requests for use shall be presented to the Executive Director seven (7) school days in advance of the date requested for use.

For students requesting space for purposes other than a student organization activity the Executive Director shall assign a teacher, administrator or other employee to a meeting for “custodial” (non-participatory) and supervision purposes. The employee shall not participate in the meetings, sponsor the meeting or attempt to influence the form or content of the meeting. All meetings must be conducted in accordance with all school policies and the School Facility Rules set forth below. Student organizations, including student government must comply with the procedures stated above as well as Student Policy #12, Student Organizations and Clubs, with the understanding that the certificated employee advisor will supervise the meeting. In addition, student organizations may obtain approval from the Executive Director for regularly scheduled meetings throughout the school year such that a request need not be made every month for regularly scheduled meetings. All meetings must be conducted in accordance with all applicable School policies and the School Facility Rules set forth below.

School Facilities Rules for All Student Meetings

1. Any student meeting or gathering must not interfere with daily operations and educational activities of the School, including but not limited to: classes, teacher meeting, and School presentations
2. Meetings or gathering must be held before or after school or during non-instructional School hours.
3. Student meetings or gathering cannot conflict with students’ daily schedules, including but not limited to classes and teacher meetings.
4. A faculty supervisor must be present at all times during the meeting.
5. Meeting are subject to all School procedure and operations, including but not limited to fire, lockdown and other safety drills.

Community Use

Fee Schedule

Charges for use of meeting rooms at a time when the Charter School personnel are not present shall be as follows:

- 1. Weekday meetings that begin before 8:00am or end after 10:00pm shall be assessed in half-hour increments at the rate of \$16.00 per one-half hour.*
- 2. For Saturday and Sunday meetings there be an hourly security fee. The security fee shall be the standard rate of the school's vendor for security services.*
- 3. Failure to provide five (5) days notice of cancellation for Saturday or Sunday meetings will result in a charge of \$50.00.*
- 4. All damage and/or abuse of meeting rooms will be charged for according to the direct time and materials involved to return the meeting room to its original condition. Damage and cost involved will be determined by the Executive Director and the user billed.*

Priority of Uses

Because the Charter School has a limited number of rooms, demand for use that exceeds the number of rooms available shall be satisfied according to the priority ranking (highest to lowest). If a request for a higher priority use is received for a facility ten or more work days prior to the date on which a tentative use has been granted, the tentative assignment shall be canceled and the facility assigned a higher use.

- 1. Activities required by, or in furtherance of, the responsibilities of the Charter School.*
- 2. The State Superintendent of Public Instruction, the State Board of Education, or federal educational agencies.*
- 3. Elementary, secondary, unified, and community college districts in the Charter School's county.*
- 4. Private nonprofit organizations serving handicapped children in the Charter School's county.*
- 5. Other school-related private nonprofit organizations.*
- 6. Public universities in the Charter School's county.*
- 7. Other local government.*
- 8. Agencies other than state and federal agencies.*
- 9. Other private, nonprofit organizations.*
- 10. Other private groups or individuals.*

Prohibited Uses

The following public uses are prohibited:

- 1. The operation of any powered machinery of any type except for office and audiovisual equipment.*
- 2. The use of open flame except as part of an established ritual under adult supervision.*
- 3. Any use by employees of the Charter School for profit or other personal benefit.*
- 4. The sale, delivery or consumption of alcoholic beverages.*
- 5. Any use in such a fashion as to institute a monopoly on such use by any organization or individual.*
- 6. Any use for which an admission fee is charged, except where such fee is charged by a nonprofit organization or governmental agency.*
- 7. Any use which interferes with or is likely to interfere with the instruction of students or other operation of the Charter School.*
- 8. No alcoholic beverages or controlled substances are to be consumed, sold, given away or delivered to any person on the property of the Charter School. Any person deemed to be under the influence of alcoholic beverages or controlled substances will be denied participation in the activity being conducted on the Charter School property and may be barred from having or receiving any future privilege of use of the Charter School facility.*
- 9. Smoking is not allowed inside any of the buildings. The Charter School facility is a designated "No Smoking" facility.*
- 10. Any city or County ordinances governing such activities will be applicable to activities under these rules and regulations.*
- 11. Profane language, gambling, or fighting, will be considered misconduct and will be cause for cancellation of permission for use.*
- 12. Any Activity prohibited by federal or state law shall not be permitted on Charter School premises at any time. Any Such activity will be considered misconduct and will be cause for cancellation of permission for use. The Charter School will notify the appropriate law enforcement authority in the event such misconduct occurs.*

The granting of use of school facilities does not mean the School sponsors or endorses the activities of any student group or organization.

Board Approved 2-16-16

Amended:

11.7

Board Warrant Report - Pacific View Charter School
April, 2022

Warrant ID	Name	Payment Date	Total Warrant	Description	Fund	Invoice Fund	PO No.
14881589	Celia Hernandez	4/4/2022	\$ 152.97	Employee Reimbursement	6200	\$ 131.56	employee
14881589	Celia Hernandez	4/4/2022	\$ 152.97	Employee Reimbursement	6200	\$ 21.41	employee
14881590	Emcor Services Mesa Energy	4/4/2022	\$ 7,255.00	8- Belimo Actuators	6200	\$ 7,255.00	0000001465
14881591	Zuleyma Hernandez	4/4/2022	\$ 28.67	Employee Reimbursement	6200	\$ 28.67	employee
14881592	ROBYNNE BALL	4/4/2022	\$ 84.00	Fingerprint Reimbursement	6200	\$ 84.00	employee
14881593	CDW GOVERNMENT, INC.	4/4/2022	\$ 501.34	SURFACE GO ERGO	6200	\$ 501.34	0000001493
14881594	AT&T MOBILITY	4/4/2022	\$ 451.77	Cell phone service	6200	\$ 430.43	0000001302
14881594	AT&T MOBILITY	4/4/2022	\$ 451.77	Cell Phone Replacements	6200	\$ 21.34	0000001302
14881595	HOUGHTON MIFFLIN HARCOURT	4/4/2022	\$ 15,299.19	US History Textbooks	6200	\$ 15,299.19	0000001482
14881596	KONICA MINOLTA BUS. SOLUTIONS	4/4/2022	\$ 315.81	Copier Fees- Office fees 15%	6200	\$ 47.37	0000001337
14881596	KONICA MINOLTA BUS. SOLUTIONS	4/4/2022	\$ 315.81	Copier - Student Fees 85%	6200	\$ 268.44	0000001337
14881597	NATIONAL BENEFIT SERVICES, LLC	4/4/2022	\$ 75.00	Administrative Fees for Employ	6200	\$ 75.00	0000001375
14881598	OFFICE DEPOT	4/4/2022	\$ 226.68	Office Depot - Student Supplies	6200	\$ 183.32	0000001385
14881598	OFFICE DEPOT	4/4/2022	\$ 226.68	Office Supplies - OCEANSIDE CA	6200	\$ 32.34	0000001376
14881598	OFFICE DEPOT	4/4/2022	\$ 226.68	Office Supplies - OCEANSIDE CA	6200	\$ 11.02	0000001376
14881599	KIRA FOX- CUSTODIAN OF PETTY CASH	4/4/2022	\$ 120.00	Office Supplies - MoVal	6200	\$ 120.00	0000001382
14881600	JODI CAMPANELLI	4/4/2022	\$ 16.26	Employee Reimbursement	6200	\$ 16.26	employee
14881601	RONALD LARRY HOLDEN	4/4/2022	\$ 2,660.00	Handyman Services	6200	\$ 60.00	0000001364
14881601	RONALD LARRY HOLDEN	4/4/2022	\$ 2,660.00	Janitorial Services	6200	\$ 2,600.00	0000001364
14881602	VCC OCEAN RANCH CONDO. ASSOC.	4/4/2022	\$ 6,158.00	Property Association Fees - Oceanside	6200	\$ 6,158.00	0000001370
002889	Reliable Translations Inc.	4/6/2022	\$ 890.80	Reliable Translations	6200	\$ 147.00	0000001399
002889	Reliable Translations Inc.	4/6/2022	\$ 890.80	Reliable Translations	6200	\$ 596.80	0000001399
002889	Reliable Translations Inc.	4/6/2022	\$ 890.80	Reliable Translations	6200	\$ 147.00	0000001399
002890	Pediatric Therapy Services, LLC	4/6/2022	\$ 9,404.00	Stepping Stones - Sped Teacher	6200	\$ 9,404.00	0000001400
002891	Intersection R & M Services, Inc	4/6/2022	\$ 160.00	Handyman Services - Oceanside	6200	\$ 160.00	0000001354
002892	ATX Learning	4/6/2022	\$ 8,478.75	ATX SPED Vendor	6200	\$ 8,478.75	0000001471
002893	SOUTH COUNTY PEST CONTROL, INC	4/6/2022	\$ 140.00	Pest Control Services	6200	\$ 140.00	0000001367
002894	JAN-PRO OF SAN DIEGO	4/6/2022	\$ 3,799.00	Janitorial Services - Oceanside	6200	\$ 3,799.00	0000001355
002895	NANPOR SECURITY SERVICES	4/6/2022	\$ 2,519.30	Security Guard Oceanside	6200	\$ 2,519.30	0000001430
002896	WASTE MANAGEMENT	4/6/2022	\$ 132.40	Trash Services - Moreno Valley	6200	\$ 132.40	0000001371
14885339	Cordata Shredding	4/14/2022	\$ 103.12	Off-site Secure Storage	6200	\$ 103.12	0000001306
14885340	Hanna Plumbing	4/14/2022	\$ 259.61	Plumbing Maintenance Oside Cam	6200	\$ 259.61	0000001353
14885341	Carlsbad Village Lock & Key, Inc	4/14/2022	\$ 953.28	Locksmith Services - Oceanside	6200	\$ 953.28	0000001342
14885342	HopSkipDrive, INC	4/14/2022	\$ 3,187.60	Sped Transportation	6200	\$ 3,187.60	0000001413
14885343	ADT SECURITY SERVICES	4/14/2022	\$ 67.90	Security System - Moreno Valle	6200	\$ 67.90	0000001292
14885344	CALIFORNIA COMMERCIAL SECURITY	4/14/2022	\$ 146.91	Security System - Oceanside	6200	\$ 146.91	0000001341
14885345	COLUMBIA PACIFIC TELESYSTEMS	4/14/2022	\$ 145.00	COLUMBIA PACIFIC SERVICE	6200	\$ 145.00	0000001383
14885346	COX BUSINESS SERVICES	4/14/2022	\$ 738.35	Security Cameras Oceanside	6200	\$ 281.16	0000001349
14885346	COX BUSINESS SERVICES	4/14/2022	\$ 738.35	Admin- Internet & Phone Service	6200	\$ 68.57	0000001308

Board Warrant Report - Pacific View Charter School
April, 2022

Warrant ID	Name	Payment Date	Total Warrant	Description	Fund	Invoice Fund	PO No.
14885346	COX BUSINESS SERVICES	4/14/2022	\$ 738.35	Student - Internet & Phone Service	6200	\$ 388.62	0000001308
14885347	SPARKLETTTS & SIERRA SPRINGS	4/14/2022	\$ 315.79	Bottled Water Service	6200	\$ 19.30	0000001368
14885347	SPARKLETTTS & SIERRA SPRINGS	4/14/2022	\$ 315.79	Bottled Water Service	6200	\$ 296.49	0000001368
14885348	HR DIRECT	4/14/2022	\$ 97.41	HR Employment Posting - Both Campuses	6200	\$ 97.41	0000001331
14885349	KONICA MINOLTA BUS. SOLUTIONS	4/14/2022	\$ 914.43	LEASE - Oceanside - Student Fees	6200	\$ 559.24	0000001336
14885349	KONICA MINOLTA BUS. SOLUTIONS	4/14/2022	\$ 914.43	Oceanside Copier - Office 15%	6200	\$ 38.47	0000001336
14885349	KONICA MINOLTA BUS. SOLUTIONS	4/14/2022	\$ 914.43	Lease - Oceanside - Office 15%	6200	\$ 98.69	0000001336
14885349	KONICA MINOLTA BUS. SOLUTIONS	4/14/2022	\$ 914.43	Oceanside Copier - Student Fees	6200	\$ 218.03	0000001336
14885350	MORENO VALLEY UTILITY	4/14/2022	\$ 1,600.87	Electrical Utilities - Moreno Valley	6200	\$ 1,600.87	0000001360
14885351	YOUNG, MINNEY & CORR, LLP	4/14/2022	\$ 1,798.35	Legal Services	6200	\$ 1,798.35	0000001392
14885352	OFFICE DEPOT	4/14/2022	\$ 58.41	ERGO - Staff Supplies	6200	\$ 58.41	0000001361
14885353	Cintas Fire Protection	4/14/2022	\$ 1,984.00	Fire Extinguisher Service - Tags	6200	\$ 750.00	0000001345
14885353	Cintas Fire Protection	4/14/2022	\$ 1,984.00	Fire Exit & Egress Light Service	6200	\$ 1,234.00	0000001345
14885354	SAN DIEGO GAS & ELECTRIC	4/14/2022	\$ 2,823.90	Electrical Utilities Oceanside	6200	\$ 2,823.90	0000001366
003051	Total Education Solutions	4/18/2022	\$ 535.50	TES Therapy	6200	\$ 535.50	0000001401
003052	Reliable Translations Inc.	4/18/2022	\$ 401.76	Reliable Translations	6200	\$ 401.76	0000001399
003053	PACIFIC VIEW CHARTER SCHOOL	4/18/2022	\$ 12,355.89	Mortgage Payment - MV Wells Fargo	6200	\$ 2,471.18	0000001313
003053	PACIFIC VIEW CHARTER SCHOOL	4/18/2022	\$ 12,355.89	Mortgage Payment - MV Wells Fargo	6200	\$ 9,884.71	0000001313
14886017	Diamond Environmental Services, LP	4/18/2022	\$ 290.34	Handwash Basins - Student Lunch	6200	\$ 290.34	0000001350
14886018	AMERICAN LOCKS AND KEYS	4/18/2022	\$ 123.58	Locksmith - Moreno Valley	6200	\$ 123.58	0000001497
14886019	DANIELLA ARREDONDO	4/18/2022	\$ 74.16	Fingerprint Reimbursement	6200	\$ 74.16	employee
14886020	CDW GOVERNMENT, INC.	4/18/2022	\$ 485.21	SURFACE GO ERGO	6200	\$ 241.65	0000001493
14886020	CDW GOVERNMENT, INC.	4/18/2022	\$ 485.21	CLASSROOM TECHNOLOGY HEADSETS	6200	\$ 243.56	0000001486
003091	PACIFIC VIEW CHARTER SCHOOL	4/20/2022	\$ 18,130.94	Mortgage Payment - Oside Union Bank	6200	\$ 15,411.30	0000001312
003091	PACIFIC VIEW CHARTER SCHOOL	4/20/2022	\$ 18,130.94	Mortgage Payment - Oside Union Bank	6200	\$ 2,719.64	0000001312
003092	SCHOOL PATHWAYS HOLDINGS, LLC	4/20/2022	\$ 10,831.08	School Pathways LMS	6200	\$ 7,541.00	0000001405
003092	SCHOOL PATHWAYS HOLDINGS, LLC	4/20/2022	\$ 10,831.08	Cal Pads, Online Registration,	6200	\$ 3,290.08	0000001390
14887322	Cordata Shredding	4/21/2022	\$ 135.24	Moreno Valley Shred	6200	\$ 55.87	0000001306
14887322	Cordata Shredding	4/21/2022	\$ 135.24	Oceanside Shred	6200	\$ 79.37	0000001306
14887323	Interquest Group, Inc	4/21/2022	\$ 700.00	Campus - Search Dogs 10 Visit	6200	\$ 700.00	0000001334
14887324	Specialized Therapy Services, Inc	4/21/2022	\$ 787.50	Specialized Therapy Services -	6200	\$ 787.50	0000001429
14887325	Eide Bailly LLP	4/21/2022	\$ 1,050.00	Annual Audit & Form 990 Tax Form	6200	\$ 1,050.00	0000001323
14887326	Wess Transportation Services	4/21/2022	\$ 499.32	Field Trip Bus	6200	\$ 499.32	0000001495
14887327	Academic Church & Choir Gown Mfg. Co.	4/21/2022	\$ 3,248.93	Cap and Gowns 2022	6200	\$ 3,248.93	0000001476
14887328	Beach Kids Therapy Center Inc.	4/21/2022	\$ 560.00	Beach Therapy	6200	\$ 560.00	0000001499
14887329	EASTERN MUNICIPAL WATER DIST	4/21/2022	\$ 270.23	Water Utilities - Moreno Valley	6200	\$ 270.23	0000001351
14887330	YOUNG, MINNEY & CORR, LLP	4/21/2022	\$ 6,976.80	Legal Services	6200	\$ 6,976.80	0000001392
14887331	FRONTIER	4/21/2022	\$ 401.55	Admin - Phone & Internet Services	6200	\$ 60.23	0000001310
14887331	FRONTIER	4/21/2022	\$ 401.55	Student - Phone & Internet Services	6200	\$ 341.32	0000001310

Board Warrant Report - Pacific View Charter School
April, 2022

Warrant ID	Name	Payment Date	Total Warrant	Description	Fund	Invoice Fund	PO No.
14887332	V TECHNOLOGY SOLUTION	4/21/2022	\$ 3,984.89	Color Printer for SPED Department	6200	\$ 1,239.90	00000001500
14887332	V TECHNOLOGY SOLUTION	4/21/2022	\$ 3,984.89	Computer HARDWARE V-TECH	6200	\$ 947.19	00000001422
14887332	V TECHNOLOGY SOLUTION	4/21/2022	\$ 3,984.89	Computer HARDWARE V-TECH	6200	\$ 1,797.80	00000001422
14888301	Emcor Services Mesa Energy	4/25/2022	\$ 2,665.00	HVAC Maintenance, Service & Repair	6200	\$ 2,665.00	00000001352
14888302	Francis De Castro	4/25/2022	\$ 345.74	Employee Reimbursement	6200	\$ 345.74	employee
14888303	A PLUS CHARTER CONSULTING	4/25/2022	\$ 9,750.00	Annual Membership	6200	\$ 9,750.00	00000001322
14888304	PALOMAR FAMILY COUNSELING	4/25/2022	\$ 7,590.00	Palomar Family Counseling	6200	\$ 7,590.00	00000001443
003266	Reliable Translations Inc.	4/27/2022	\$ 147.00	Reliable Translations	6200	\$ 147.00	00000001399
003267	Pediatric Therapy Services, LLC	4/27/2022	\$ 7,564.00	Stepping Stones - Sped Teacher	6200	\$ 7,564.00	00000001400
003268	ATX Learning	4/27/2022	\$ 14,492.50	ATX SPED Vendor	6200	\$ 14,492.50	00000001471
003269	NANPOR SECURITY SERVICES	4/27/2022	\$ 1,259.65	Security Guard Oceanside	6200	\$ 1,259.65	00000001430

11.9

*Nonpublic, Nonsectarian
School/Agency Services*

MASTER CONTRACT

2022-2023

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA

Contract Year 2022-2023

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 year's 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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2022-2023

CONTRACT NUMBER: _____

LOCAL EDUCATION AGENCY: Pacific View Charter School

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: ATX LEARNING
LLC

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, 2022, between Pacific View Charter School, hereinafter referred to as the local educational agency ("LEA"), a member of the _____ SELPA and ATX Learning LLC, (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual 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 development, 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 room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2022 to June 30, 2023 (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, 2023. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in

effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

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

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

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

6. INDIVIDUAL 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 this Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; 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; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

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

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

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

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

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

15. INSURANCE

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

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

\$2,000,000 per occurrence
\$ 500,000 fire damage
\$ 5,000 medical expenses
\$1,000,000 personal & adv. Injury

\$3,000,000 general aggregate
\$2,000,000 products/completed operations aggregate

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

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit.

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

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

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

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

- E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

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

When CONTRACTOR is 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 thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

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

17. INDEPENDENT CONTRACTOR

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

If the LEA is determined to be a partner, joint venture, co-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.

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

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

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

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

22. GENERAL PROGRAM OF INSTRUCTION

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

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

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

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

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

24. CLASS SIZE

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

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the CDE Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

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

25. CALENDARS

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

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

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

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

26. DATA REPORTING

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

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

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

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

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

29. MANDATED ATTENDANCE AT LEA MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

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

IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

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

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

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

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following: (1) any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock; (2) an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual; (3) an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (4) an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma; (5) restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention; (6) locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room; (7) an intervention that precludes adequate supervision of the individual; (8) an intervention that deprives the individual of one or more of his or her senses.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that

behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

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

31. STUDENT DISCIPLINE

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

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

32. IEP TEAM MEETINGS

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

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, 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(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

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

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.* and 49406, regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to

LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

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

50. FACILITIES AND FACILITIES MODIFICATIONS

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

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 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) provide to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

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

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will

remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

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

55. REPORTING OF MISSING CHILDREN

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

FINANCIAL

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

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

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

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

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly

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

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

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

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

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

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from

any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

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

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

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

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

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

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

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

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

NONPUBLIC AGENCY STAFF ABSENCE

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

CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

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

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

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

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

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

61. INSPECTION AND AUDIT

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

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff

time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

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

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

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

62. RATE SCHEDULE

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

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

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

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

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2022 and terminates at 5:00 P.M. on June 30, 2023, unless sooner terminated as provided herein.

CONTRACTOR

LEA

<p><u>ATX Learning LLC.</u></p> <p>Nonpublic School/Agency</p> <p>By: <u>Syed Khalil</u> <u>05/11/2022</u></p> <p>Signature Date</p> <p><u>Syed Muasir Khalil, President</u></p> <p>Name and Title of Authorized Representative</p>	<p>LEA Name</p> <p>By: _____</p> <p>Signature Date</p> <p>_____</p> <p>Name and Title of Authorized Representative</p>
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<p>Notices to CONTRACTOR shall be addressed to:</p> <p>Syed Muasir Khalil</p> <hr/> <p>Name and Title</p> <p>ATX Learning LLC.</p> <hr/> <p>Nonpublic School/Agency/Related Service Provider</p> <p>10821 Red Run Blvd, #407,</p> <hr/> <p>Address</p> <p>Owings Mills MD 21117</p> <hr/> <p>City State Zip</p> <p>(512) 593-5222 (512) 212-1338</p> <hr/> <p>Phone Fax</p> <p>info@atxlearning.com</p> <hr/> <p>Email</p>	<p>Notices to LEA shall be addressed to:</p> <hr/> <p>Name and Title</p> <hr/> <p>LEA</p> <hr/> <p>Address</p> <hr/> <p>City State Zip</p> <hr/> <p>Phone Fax</p> <hr/> <p>Email</p>
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**Additional LEA Notification
(Required if completed)**

Name and Title
Address
City State Zip
Phone Fax
Email

EXHIBIT A: 2022-2023 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: _____

The CONTRACTOR CDS NUMBER: _____

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

Maximum Contract Amount: _____

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

1) Daily Basic Education Rate: _____

2) Inclusive Education Program
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE: _____

3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Language and Speech (415)</u>	\$95-\$110	Per hour
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	_____	_____
<u>Health and Nursing: Other Services (436)</u>	\$85-95	Per hour
<u>Assistive Technology Services (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	\$95-\$105	Per hour
<u>Physical Therapy (460)</u>	\$90-\$100	Per hour
<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>\$100-\$120</u>	<u>Per hour</u>
<u>Behavior Intervention Services (535)</u>	<u></u>	<u></u>
<u>Specialized Services for Low Incidence Disabilities (610)</u>	<u></u>	<u></u>
<u>Specialized Deaf and Hard of Hearing (710)</u>	<u></u>	<u></u>
<u>Interpreter Services (715)</u>	<u></u>	<u></u>
<u>Audiological Services (720)</u>	<u></u>	<u></u>
<u>Specialized Vision Services (725)</u>	<u></u>	<u></u>
<u>Orientation and Mobility (730)</u>	<u></u>	<u></u>
<u>Specialized Orthopedic Services (740)</u>	<u></u>	<u></u>
<u>Reader Services (745)</u>	<u></u>	<u></u>
<u>Transcription Services (755)</u>	<u></u>	<u></u>
<u>Recreation Services, Including Therapeutic (760)</u>	<u></u>	<u></u>
<u>College Awareness (820)</u>	<u></u>	<u></u>
<u>Work Experience Education (850)</u>	<u></u>	<u></u>
<u>Job Coaching (855)</u>	<u></u>	<u></u>
<u>Mentoring (860)</u>	<u></u>	<u></u>
<u>Travel Training (870)</u>	<u></u>	<u></u>
<u>Other Transition Services (890)</u>	<u></u>	<u></u>
<u>Other (900)</u>	<u></u>	<u></u>
<u>Other (900) Special Education Teacher</u>	<u>\$85</u>	<u>Per hour</u>

EXHIBIT B: 2022-2023 ISA**INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES**

(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2022 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, 2023, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

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

Address _____ City _____ State/Zip _____

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

Parent/Guardian _____ Phone () _____ (Residence) (Business)

Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

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

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

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

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

B. RELATED SERVICES:

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

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				
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
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)							

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				
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 Requirements: _____ Quarterly _____ Monthly _____ Other (Specify) _____

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

-CONTRACTOR-

-LEA/SELPA-

ATX Learning LLC.

(Name of Nonpublic School/Agency)

(Name of LEA/SELPA)

Syed Khalil

05/11/2022

(Signature)

(Date)

(Signature)

(Date)

Syed Muasir Khalil, President

(Name and Title)

(Name of Superintendent or Authorized Designee)

*Nonpublic, Nonsectarian
School/Agency Services*

MASTER CONTRACT

2022-2023

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA PACIFIC VIEW CHARTER SCHOOL

Contract Year 2022-2023

X

Nonpublic School

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 year's 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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2022-2023

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, 2022, 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.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual 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 development, 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 room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2022 to June 30, 2023 (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, 2023. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

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

5. NTEGRATION/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 this Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; 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; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

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

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

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

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

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

15. INSURANCE

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

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

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

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

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

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

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

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

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

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

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

- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-

insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

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

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

When CONTRACTOR is 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 thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

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

17. INDEPENDENT CONTRACTOR

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

If the LEA is determined to be a partner, joint venture, co-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.

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

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

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

nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

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

22. GENERAL PROGRAM OF INSTRUCTION

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

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

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

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

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

24. CLASS SIZE

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

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the CDE Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

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

25. CALENDARS

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

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

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

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

26. DATA REPORTING

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

Using forms developed by the CDE or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Code sections 48900 and 48915.

CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900 and 48915.

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

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

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

29. MANDATED ATTENDANCE AT LEA MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

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

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

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

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

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

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

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

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

31. STUDENT DISCIPLINE

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

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

32. IEP TEAM MEETINGS

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

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, 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(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

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

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.* and 49406, regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

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

50. FACILITIES AND FACILITIES MODIFICATIONS

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

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 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) provide to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

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

53. CHILD ABUSE REPORTING

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

54. SEXUAL HARASSMENT

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

55. REPORTING OF MISSING CHILDREN

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

FINANCIAL

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

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

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

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

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

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

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

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

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

57. RIGHT TO WITHHOLD PAYMENT

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

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

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

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

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

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

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

58. PAYMENT FROM OUTSIDE AGENCIES

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

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

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

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

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

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

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

61. INSPECTION AND AUDIT

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

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

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

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

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

62. RATE SCHEDULE

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

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

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

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

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2022 and terminates at 5:00 P.M. on June 30, 2023, unless sooner terminated as provided herein.

CONTRACTOR

LEA

BEACH KIDS THERAPY CENTER

PACIFIC VIEW CHARTER SCHOOL

Nonpublic School/Agency

LEA Name

By: *Jane Moore, OTK/C* 5/16/2022
Signature Date
Jane Moore, Clinical Director

By: _____
Signature Date

Name and Title of Authorized Representative

Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Jane Moore, Clinical Director

Name and Title

Beach Kids Therapy Center, Inc

Name and Title

Nonpublic School/Agency/Related Service Provider

LEA

1000 Calle Amanecer

Address

San Clemente

CA

92673

Address

City

State

Zip

949-498-5100

949-366-5665

City

State

Zip

Phone

Fax

jane@beachkidstherapy.com

Phone

Fax

Email

Email

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

Name and Title

Address

City

State

Zip

Phone	Fax
Email	

EXHIBIT A: 2022-2023 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: BEACH KIDS THERAPY CENTER

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></u>	<u></u>
<u>Language and Speech (415)</u>	<u>140</u>	<u>HOUR</u>
<u>Adapted Physical Education (425)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services (436)</u>	<u></u>	<u></u>
<u>Assistive Technology Services (445)</u>	<u></u>	<u></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></u>	<u></u>
<u>Counseling and Guidance (515)</u>	<u></u>	<u></u>

<u>Parent Counseling (520)</u>	<u> </u>	<u> </u>
<u>Social Work Services (525)</u>	<u> </u>	<u> </u>
<u>Psychological Services (530)</u>	<u> </u>	<u> </u>
<u>Behavior Intervention Services (535)</u>	<u>140</u>	<u>HOUR</u>
<u>Specialized Services for Low Incidence Disabilities (610)</u>	<u> </u>	<u> </u>
<u>Specialized Deaf and Hard of Hearing (710)</u>	<u> </u>	<u> </u>
<u>Interpreter Services (715)</u>	<u> </u>	<u> </u>
<u>Audiological Services (720)</u>	<u> </u>	<u> </u>
<u>Specialized Vision Services (725)</u>	<u> </u>	<u> </u>
<u>Orientation and Mobility (730)</u>	<u> </u>	<u> </u>
<u>Specialized Orthopedic Services (740)</u>	<u> </u>	<u> </u>
<u>Reader Services (745)</u>	<u> </u>	<u> </u>
<u>Transcription Services (755)</u>	<u> </u>	<u> </u>
<u>Recreation Services, Including Therapeutic (760)</u>	<u> </u>	<u> </u>
<u>College Awareness (820)</u>	<u> </u>	<u> </u>
<u>Work Experience Education (850)</u>	<u> </u>	<u> </u>
<u>Job Coaching (855)</u>	<u> </u>	<u> </u>
<u>Mentoring (860)</u>	<u> </u>	<u> </u>
<u>Travel Training (870)</u>	<u> </u>	<u> </u>
<u>Other Transition Services (890)</u>	<u> </u>	<u> </u>
<u>Other (900)</u>	<u> </u>	<u> </u>
<u>Other (900) (OT, PT, ST EVALUATIONS)</u>	<u>400</u>	<u>HOUR</u>

EXHIBIT B: 2022-2023 ISA**INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES**

(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2022 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, 2023, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

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

Address _____ City _____ State/Zip _____

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

Parent/Guardian _____ Phone () _____ () _____
(Residence) (Business)

Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

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

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

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

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

B. RELATED SERVICES:

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

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				
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
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)							

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				
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COSTS \$ _____

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

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

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

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

-CONTRACTOR-

-LEA/SELPA-

(Name of Nonpublic School/Agency)

(Name of LEA/SELPA)

(Signature) _____ (Date)

(Signature) _____ (Date)

(Name and Title)

(Name of Superintendent or Authorized Designee)

*Nonpublic, Nonsectarian
School/Agency Services*

MASTER CONTRACT

2022-2023

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA

PACIFIC VIEW CHARTER SCHOOL

Contract Year 2022-2023

X

Nonpublic School

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 year's 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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2022-2023

CONTRACT NUMBER: _____

LOCAL EDUCATION AGENCY: Pacific View Charter

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: The Stepping Stones
Group

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, 2022, between Pacific View Charter School, hereinafter referred to as the local educational agency ("LEA"), a member of the _____ SELPA and The Stepping Stones Group (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual 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 development, 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 room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2022 to June 30, 2023 (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, 2023. In the event the contract

negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

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

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

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

6. INDIVIDUAL 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 this Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; 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; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

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

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

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

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

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

15. INSURANCE

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

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

\$2,000,000 per occurrence

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

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

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

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

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

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

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

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

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

- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its

subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

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

When CONTRACTOR is 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 thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

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

17. INDEPENDENT CONTRACTOR

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

If the LEA is determined to be a partner, joint venture, co-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.

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

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

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

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

22. GENERAL PROGRAM OF INSTRUCTION

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

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

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

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

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

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided

to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

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

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

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

24. CLASS SIZE

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

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the CDE Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

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

25. CALENDARS

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

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

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

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

26. DATA REPORTING

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

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

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

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

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

29. MANDATED ATTENDANCE AT LEA MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

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

IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

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

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

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

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following: (1) any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock; (2) an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual; (3) an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (4) an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma; (5) restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention; (6) locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room; (7) an intervention that precludes adequate supervision of the individual; (8) an intervention that deprives the individual of one or more of his or her senses.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that

behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

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

31. STUDENT DISCIPLINE

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

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

32. IEP TEAM MEETINGS

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

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, 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(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

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

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.* and 49406, regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to

LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

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

50. FACILITIES AND FACILITIES MODIFICATIONS

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

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 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) provide to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

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

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will

remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

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

55. REPORTING OF MISSING CHILDREN

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

FINANCIAL

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

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

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

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

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly

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

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

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

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

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

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from

any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

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

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

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

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

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

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

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

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

NONPUBLIC AGENCY STAFF ABSENCE

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

CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

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

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

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

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

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

61. INSPECTION AND AUDIT

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

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff

time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

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

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

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

62. RATE SCHEDULE

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

- (c) The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2022 and terminates at 5:00 P.M. on June 30, 2023, unless sooner terminated as provided herein.

CONTRACTOR

LEA

The Stepping Stones Group _____
Nonpublic School/Agency **LEA Name**

By: Taheera Khan 5/5/2022 By: _____
Signature **Date** **Signature** **Date**

Taheera Khan – Director of Charter Schools _____
Name and Title of Authorized Representative **Name and Title of Authorized Representative**

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Name and Title Taheera Khan – Director of Charter Schools	Name and Title
Nonpublic School/Agency/Related Service Provider The Stepping Stones Group	LEA
Address 123 N. Upper Wacker Drive, Suite 1150	Address
City State Zip Chicago IL 60606	City State Zip
Phone Fax 312-361-7762	Phone Fax
Email Taheera.khan@ssg-healthcare.com	Email

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

Name and Title

Address

City **State** **Zip**

Phone **Fax**

Email

EXHIBIT A: 2022-2023 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: _____

The CONTRACTOR CDS NUMBER: _____

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

Maximum Contract Amount: _____

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

1) Daily Basic Education Rate: _____

2) Inclusive Education Program

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

3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Language and Speech (415)</u>	<u>\$85</u>	<u>hour</u>
<u>Adapted Physical Education (425)</u>	<u>\$84</u>	<u>hour</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>\$85</u>	<u>hour</u>
<u>Physical Therapy (460)</u>	<u>\$95</u>	<u>hour</u>
<u>Individual Counseling (510)</u>	<u>\$84</u>	<u>hour</u>
<u>Counseling and Guidance (515)</u>	<u>\$84</u>	<u>hour</u>
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	<u>\$76</u>	<u>hour</u>

<u>Psychological Services (530)</u>	<u>\$93</u>	<u>hour</u>
<u>Behavior Intervention Services (535)</u>	<u>\$83</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) Special Education Teachers</u>	<u>\$68-\$85</u>	<u>hour</u>
<u>Other (900)</u>		

EXHIBIT B: 2022-2023 ISA**INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES**

(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2022 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, 2023, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

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

Address _____ City _____ State/Zip _____

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

Parent/Guardian _____ Phone () _____ (Residence) (Business)

Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

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

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

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

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

B. RELATED SERVICES:

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

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				
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
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)							

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				
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 Requirements: _____ Quarterly _____ Monthly _____ Other (Specify) _____

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

-CONTRACTOR-

-LEA/SELPA-

(Name of Nonpublic School/Agency)

(Name of LEA/SELPA)

(Signature) (Date)

(Signature) (Date)

(Name and Title)

(Name of Superintendent or Authorized Designee)

*Nonpublic, Nonsectarian
School/Agency Services*

MASTER CONTRACT

2022-2023

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA

PACIFIC VIEW CHARTER SCHOOL

Contract Year 2022-2023

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 year's 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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2022-2023

CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: Pacific View Charter School

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

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on July 1, 2022, between Pacific View Charter School, hereinafter referred to as the local educational agency ("LEA"), a member of the El Dorado SELPA and Total Education Solutions. (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual 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 development, 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 room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2022 to June 30, 2023 (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, 2023. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be

offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

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

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

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

6. INDIVIDUAL 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 this Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; 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; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

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

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

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

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

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

15. INSURANCE

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

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

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

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

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit.

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

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

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

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

- E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

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

When CONTRACTOR is 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 thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

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

17. INDEPENDENT CONTRACTOR

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

If the LEA is determined to be a partner, joint venture, co-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.

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

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

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

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

22. GENERAL PROGRAM OF INSTRUCTION

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

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

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

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

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

24. CLASS SIZE

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

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the CDE Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

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

25. CALENDARS

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

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible

for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

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

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

26. DATA REPORTING

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

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

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to

have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

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

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

28. STATEWIDE ACHIEVEMENT TESTING

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

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

29. MANDATED ATTENDANCE AT LEA MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

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

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

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

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

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following: (1) any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock; (2) an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual; (3) an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (4) an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma; (5) restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention; (6) locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room; (7) an intervention that precludes adequate supervision of the individual; (8) an intervention that deprives the individual of one or more of his or her senses.

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

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

31. STUDENT DISCIPLINE

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

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

32. IEP TEAM MEETINGS

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

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, 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(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

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

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.* and 49406, regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to

LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

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

50. FACILITIES AND FACILITIES MODIFICATIONS

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

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 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) provide to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

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

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will

remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

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

55. REPORTING OF MISSING CHILDREN

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

FINANCIAL

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

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

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

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

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly

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

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

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

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

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

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from

any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

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

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

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

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

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

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

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

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

NONPUBLIC AGENCY STAFF ABSENCE

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

CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

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

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

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

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

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

61. INSPECTION AND AUDIT

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

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff

time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

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

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

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

62. RATE SCHEDULE

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

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

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

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

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2022 and terminates at 5:00 P.M. on June 30, 2023, unless sooner terminated as provided herein.

CONTRACTOR

Total Education Solutions
Nonpublic School/Agency

By: Dana Rivera 5-16-22
Signature Date

Dana Rivera, Contracts Admin
Name and Title of Authorized Representative

LEA

LEA Name

By: _____
Signature Date

Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Dana Rivera, Contracts Admin
Name and Title
Total Education Solutions
Nonpublic School/Agency/Related Service Provider
625 Fair Oaks Ave, #300
Address
South Pasadena CA 91030
City State Zip
323-341-5580 N/A
Phone Fax
drivera@tesidea.com
Email

Notices to LEA shall be addressed to:

Name and Title

LEA

Address

City State Zip

Phone Fax

Email

Additional LEA Notification
(Required if completed)

Name and Title

Address

City State Zip

Phone Fax

Email

EXHIBIT A: 2022-2023 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: _____

The CONTRACTOR CDS NUMBER: _____

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

Maximum Contract Amount: _____

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

1) Daily Basic Education Rate: _____

2) Inclusive Education Program

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

3) Related Services

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

<u>Psychological Services (530)</u>	_____	_____
<u>Behavior Intervention Services (535)</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____
<u>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)</u>	_____	_____

EXHIBIT B: 2022-2023 ISA

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2022 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, 2023, 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)							

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				
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
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)							

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				
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 Requirements: _____ Quarterly _____ Monthly _____ Other (Specify) _____

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

-CONTRACTOR-

-LEA/SELPA-

(Name of Nonpublic School/Agency)

(Name of LEA/SELPA)

(Signature) _____ (Date)

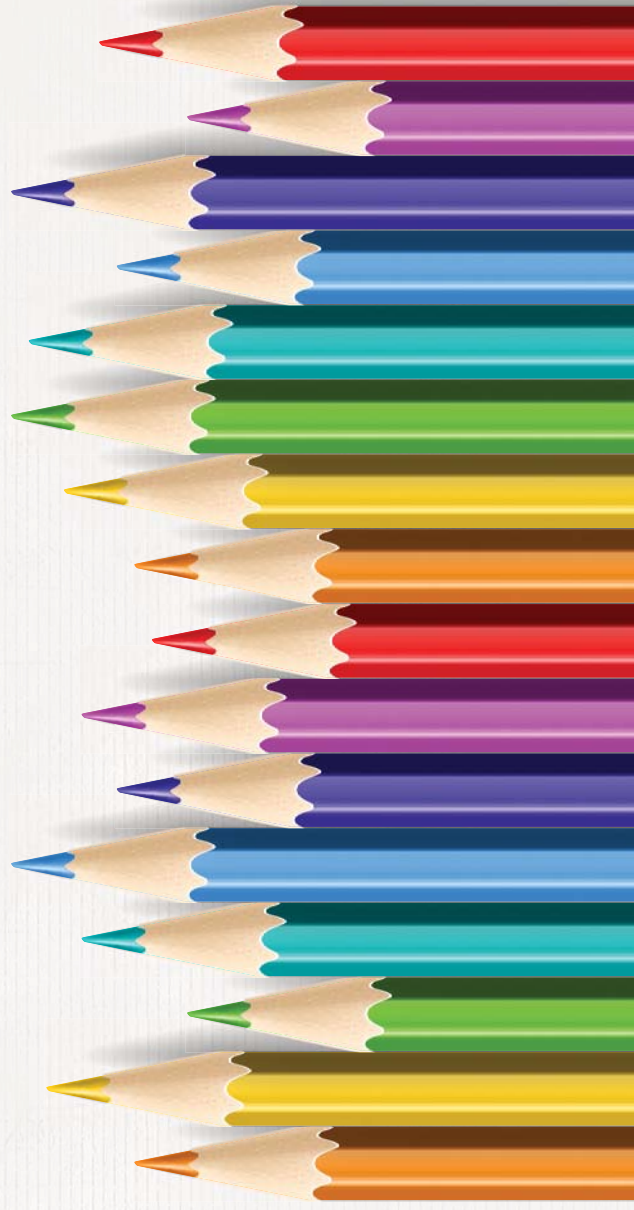
(Signature) _____ (Date)

(Name and Title)

(Name of Superintendent or Authorized Designee)

11.10

2022-2023 PVCS Local Control Accountability Plan (LCAP)



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



Goal #1

All students will graduate from Pacific View with a post-graduation plan for entrance into colleges, universities, trade schools or the workforce, depending on their individual goals.

Ways of measuring Goal #1:

- ✗ Increase percentage of students entering community college
- ✗ Credit deficient students will increase the number of credits completed each semester
- ✗ Decrease number of cohorted high school students who become credit deficient
- ✗ Graduates will develop a clear post-graduation plan
- ✗ Increase graduation rate as measured through the Dashboard Graduation Rate indicator



x English Language Learners will receive designated English Learner support through curriculum and instruction

✗ Increase in Reclassification Rates for continuously enrolled students (2 or more years in the school)

✗ Increase FAFSA completions rates

✗ Maintain student access to a broad course of study including the full A-G required suite of courses



Action #	Title
1	DASS Status and Graduation Rate
2	Identify & Intervene Credit Deficient Students
3	Graduation Plan Update and Training
4	Track Data on SSTs
5	Tracking of 4 year cohorts
6	Credit Completion Tracking
7	Graduation Pathway Planning Schoology Course
8	Credit Completion and Post-graduation Workshops
9	Track 1/Track 2 Nomenclature
10	Credit Review Student Sign Ups
11	Alumni Network

12	National Clearinghouse
13	A-G Student Tracking
14	Modifications to Assignments
15	Certificate of Completion
16	SPED 130
17	Alternative Curriculum
18	Master Agreement Update
19	Expand College and Career presentations
20	Career Fair
21	Expand college field trips
22	Financial Aid
23	Revise Exit Course
24	Exit Course Survey Analysis
25	Teacher Training on Exit Course

26	ELL instructional strategies training
27	ELD Curriculum Supports
28	EL Support Training
29	DELAC Committee
30	ELL Teacher
31	ELL Instructional Aide Position
32	Home Study EL Support
33	ELD Curriculum
34	Provide designated ELD instruction for students.
35	Translation services
36	Parent participation



Goal #2

Increase student achievement in Math
and ELA for students receiving
intervention to build deficient skills



Ways of measuring Goal #2:

- ✗ Students will be placed in appropriate interventions for ELA and Math
- ✗ Metric for Local Assessment schoolwide
- ✗ Decrease number of cohorted high school students who become credit deficient
- ✗ Continue to increase number of high school students taking Math 3 and above prior to graduation
- ✗ Increase percentage of students completing the SBAC



  Students in grades 6-8 who are continuously enrolled will increase in SBAC scaled scores

 Scaled Score increase on Math SBAC for grade 11 students

 Scaled Score increase on ELA SBAC for grade 11 students



Action #	Title
1	Credentialed Teachers
2	Course Placement Training
3	Reading Intervention
4	Tablets and Pens
5	Middle School Intervention
6	Pull Out Classes
7	K8 Reading Program
8	NWEA
9	Spiral Math Courses
10	SBAC Practice Sessions
11	Revisions on SBAC Messaging

12	Credit Deficient Math
13	Variety of Instructional Strategies
14	Varied Demonstration of Mastery
15	Home Study Student Tutoring
16	Designated subject tutoring
17	Instructional Coaching/Framework
18	Computer Bags
19	Hotspots
20	Chromebooks
21	Homeless student resources





Goal #3

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



Ways of measuring Goal #3:

- ✗ Maintain low suspension rate
- ✗ Maintain 97% attendance rate
- ✗ Students feel safe at school as measured by student survey
- ✗ All Students will have access to schoolwide SEL Support Program



Action #	Title
1	Alternative to Suspension
2	Alternative Discipline
3	Behavior Management Plans
4	Behavior Management Coaching
5	School Phobia/Social Anxiety
6	BIPs
7	Plan for tracking student retention for students who receive additional sel supports
8	SEL Curriculum
9	BeAble
10	Health 2
11	Emergenetics Staff Training

12	Counseling
13	Counseling Process
14	Interquest
15	Vape Detectors
16	Student Leaders
17	Celebrate Diversity
18	Monthly Events
19	Parent Volunteers
20	Health and Wellness Day
21	Security Guard
22	School Spirit
23	Therapy Dogs
24	Behavioral Supports
25	Crisis Response Training
26	Crisis Response In House
27	Facilities



11.11

2022 Disposal List

Student Chairs	Oceanside	4.00	Turquoise Plastic/Chrome		2004	\$	63.00	\$	252.00
White Board	Oceanside	2.00	4x10 White Board		2008	\$	285.00	\$	570.00
Computer Desk - Student/ Staff	Oceanside	7.00	Virco Double Computer Tables		2007	\$	345.00	\$	2,415.00
Executive Desk	Oceanside	2.00	Tellus - Cherry Wood - donated		2008	\$	2,300.00	\$	4,600.00
Portable Sinks	Oceanside	2.00	Biology Lab Sinks		2004	\$	900.00	\$	1,800.00
½ Circle Computer Table	Oceanside	2.00	Virco Table		2007	\$	293.00	\$	586.00
Computer Desk	Oceanside	1.00	computer desk		1999	\$	245.00	\$	245.00
Student Desk	Oceanside	1.00	Metal Open Front		2006	\$	65.00	\$	65.00
						\$		\$	10,533.00

12.1

INTERN AGREEMENT

This Agency Agreement ("Agreement") is entered into between the **San Diego County Superintendent of Schools**, (hereinafter, "SDCOE") and the Pacific View Charter School (hereinafter, "District" or "Employing Agency") (collectively, "Parties").

RECITALS

WHEREAS, teacher intern programs are a partnership between the California Commission on Teacher Credentialing (CTC), approved Program Sponsor and the California Employing Agency that elects to employ an individual on the basis of an intern credential;

WHEREAS, SDCOE is a CTC-approved Program Sponsor and District is an Employing Agency that elects to employ individuals on the basis of an intern credential;

WHEREAS, District acknowledges that there is a shortage of teachers and that current certificated employees will not be displaced when hiring interns, and interns meet the *Every Student Succeeds Act* (ESSA) regulations and definitions, and the interns will be placed in a classroom to teach a subject area compliant with their district intern credentials;

WHEREAS all parties are aware that intern credentials are limited to an EL authorization that satisfies requirements for Specially Designed Academic Instruction Delivered in English (SDAIE) and do not satisfy requirements to teach ELD in a departmentalized setting;

WHEREAS, the supervision and support of interns is the responsibility of both the Program Sponsor and the District;

WHEREAS, SDCOE and District agree to partner together to provide the Teacher Effectiveness and Preparation (TEP) Intern Program for eligible teachers working in the District;

WHEREAS Intern programs are the result of a partnership between the institution who prepare teachers (SDCOE) and the employer. Pursuant to Section 80033 of Title 5 of the California Code of Regulations (C.C.R.), every approved intern program must have a signed agreement between the District and the SDCOE detailing the support and supervision that will be provided to interns. CTC states that the supervision and support of interns is the responsibility of both the Commission-approved teacher preparation program and the employer. The combination of employer-provided support and mentoring, and program supervision provided to the intern, should be a minimum of 2-4 hours per week. (CTC, PSC 3C-22)

ACCORDINGLY, IT IS HEREBY AGREED between the parties hereto as follows:

1. **TERM:** This THREE-YEAR agreement shall become effective as of July 1, 2022 and shall expire June 30, 2025.

2. RESPONSIBILITIES OF THE PARTIES:

2.1 DISTRICT OR EMPLOYEE AGENCY

- a. The Employing Agency will assign a representative (e.g. Assistant Superintendent or site Principal) to act as a contact person with the SDCOE TEP District Intern Program.
- b. At the time of hiring an intern teacher, the Employing Agency will identify a mentor teacher and allocate additional personnel if needed to provide on-site support for the intern.
 - i. The mentor teacher and additional personnel working with the intern shall possess a Clear or Life Credential in the same areas as the intern, have a minimum of three years of successful teacher experience, and have an English Language Authorization.
 - ii. The Employing Agency shall determine the terms of employment for the mentor teacher and additional personnel. It is at the discretion of the Employing Agency to determine if the mentor teacher and additional personnel receive compensation, and, if so, compensation is the responsibility of the Employing Agency.
 - iii. To meet the CTC and 5 CCR § 80033 requirement of 144 hours of required support and supervision per year, the District will ensure that the intern receives a minimum of 50 hours of support (no less than 5 hours per month) with the mentor teacher and an additional 100 hours with additional personnel per year. Support may include, but is not limited to, weekly planning of curriculum and assessments, coaching in the classroom, problem-solving regarding student issues, lesson planning based on student data analysis and professional learning communities. The intern and on-site mentor will be responsible for documenting hours of support provided by the Employing Agency.
 - iv. For those interns who do not already have an English Language Authorization from a current California credential or passing score on the California Teacher of English Learners ("CTEL") exam, the Employing Agency will ensure that the intern receives an additional 25 hours of the required 45 hours per year related to working with English Learners. (For additional ideas for support, see CTC Professional Services Committee ["PSA"] 13-06 Appendix B.)
 - v. The mentor teacher and additional personnel should be immediately available to assist the intern with planning lessons that are appropriately designed and differentiated for English Learners, including assessing language needs and progress, and supporting making content instruction accessible for English Learners, e.g. through in-classroom modeling and coaching as needed.
 - vi. The Employing Agency will ensure there is protected time for the mentor and additional personnel to work with the intern within the school day and school week.
 - vii. The onsite mentor will receive a minimum of 10 hours of training per CTC requirement from the Program Sponsor, part of which may be provided by the Employing Agency with evidence provided to the Program Sponsor.
- c. As defined in Education Code Sections 56031, 56360, and 56361, for Education Specialist candidates' experiences will reflect the continuum of special education services provided from 0-22 to meet the diverse needs of students with a broad range of service delivery options, to include general education settings. Opportunities for

experiences in additional classrooms will be provided at candidates' school site or district/agency.

- d. The Employing Agency will advise site administrators regarding inappropriate assignment of interns to extremely challenging / complex teaching assignments
- e. The Employing Agency will advise site administrators that TEP intern candidates require a timely departure from school campus on the days that they are attending TEP classes.
- f. The Employing Agency will minimize extra duty assignments for TEP intern candidates.
- g. The Employing Agency will provide internet access to visiting TEP program personnel.
- h. The Employing Agency will support and assist the interns who must meet the video-recording requirement for CalTPA Cycle 1 and Cycle 2, and required fieldwork assignments, including permission slips.
- i. If appropriate, the Employing Agency will assist the SDCOE TEP District Intern Program Accounts Manager to establish monthly payroll deduction for the intern or encourage hired interns to make other payment arrangements to make sure their program tuition stays current.
- j. The Employing Agency will provide evaluation data as requested by the CTC and the SDCOE TEP District Intern Program, including survey completion, demographic and/or retention information.
- k. The Employing Agency will release SDCOE TEP District Program intern teachers to participate in 2 half-days per year of professional development observations as part of in-kind match to fulfill program standards related to experiencing diverse settings and a variety of service delivery models.
- l. The Employing Agency will apply all TEP units earned for the advancement of the candidate on the district salary when the preliminary credential is granted as per ED CODE 44327.
- m. If necessary, if the intern's site is located outside the local area of SDCOE (e.g. more than 45 minutes away), the Employing Agency may be asked to assist in identifying a Field Supervisor for the intern.

2.2 PROGRAM SPONSOR PROVIDED BY SDCOE

- a. The Program Sponsor will provide administration, management, and coordination of the TEP District Intern Program as approved by CTC.
- b. The Program Sponsor shall provide training to administrators to acquaint them with TEP District Intern Program goals, requirements for participants, and administrator responsibilities.
- c. The Program Sponsor shall identify a Field Supervisor and allocate additional personnel if needed to provide on-site support for the intern.
 - i. The Field Supervisor and additional personnel working with the intern shall possess a Clear or Life Credential in the same area as the intern, have a minimum of three years of successful teaching experience, and have an English Language Authorization.
 - ii. The Program Sponsor shall provide appropriate orientation and training for the Field Supervisor and additional personnel, including, but not limited to, characteristics of coaching, time and frequency of visitations, Teaching Performance Expectations (rev. 2018), both universal and credential specific, and process for documenting observations and evaluation of the intern.

- iii. The Program Sponsor will ensure that the intern receives a minimum of 40-50 hours of support from the Field Supervisor (16 to 20 visits each year), and at least 8 formal observations each year. Support may include, but is not limited to, reflecting on the candidate's planning of curriculum and assessments, coaching within the classroom, analyzing instruction with reference to the Teaching Performance Expectations, and problem-solving regarding student issues. The intern and Field Supervisor will be responsible for documenting hours received from the Program Sponsor, e.g., administrators, instructors, and additional personnel.
- iv. For those interns who do not already have English Language Authorization from a California credential or passing score on the CTET exam, the Program Sponsor will ensure that the intern receives an additional 20 hours of in-classroom coaching specific to the needs of English Learners from the Field Supervisor and additional personnel.
- d. The Program Sponsor will maintain records of the TEP interns and provide advisement and feedback to the participants as to their progress.
- e. Onsite mentors will receive a minimum of 10 hours of training from the Program Sponsor (and possibly the Employing Agency) per CTC requirement.
- f. The Program Sponsor will be responsible for establishing effective and on-going communication with Employing Agency and TEP District Intern personnel (e.g. Field Supervisor, Advisors, Intern Coordinator) as appropriate to ensure a successful teaching experience for the intern.
- g. The Program Sponsor will ensure that the district human resources director and site administrator are informed about the requirement of staying in good academic and financial standing with the program in order to continue with employment.
- h. The Program Sponsor will be responsible for providing the intern with procedures to document and monitor the CTC required hours of mentoring and support from the employer and the District Intern program.
- i. The Program Sponsor will provide all CTC-required coursework for the preliminary credential.
- j. The Program Sponsor will coordinate Leadership Advisory meetings to provide an ongoing system of program development and evaluation that leads to substantive program improvements in teacher development associated with the CTC requirements.
- k. The County Superintendent will submit the District Intern credential application and provide assistance and support with credentialing issues.

3. COST OF SERVICES:

The cost per year for the program is Five Thousand Dollars (\$5,000.00), paid by the intern candidate. If applicable, Local Solutions participating districts receive a set number of no-cost participants as noted in the attached Exhibit A. Cost of the program is subject to change annually, and dependent on the specific credential earned.

4. DURATION OF INTERNSHIP:

Once a student has been accepted as an Intern by SDCOE, and if the student remains in good standing in the Program at SDCOE and within the Employing Agency's policies and performance standards, the Intern is expected to finish his/her internship at Employing Agency. However, an Intern who performs below acceptable Employing Agency or SDCOE standards, after appropriate support and advice efforts have been performed, may be removed from the paid

internship position by the Employing Agency and/or removed from his/her Program by SDCOE. All services provided by SDCOE and Employing Agency pursuant to this Agreement shall terminate upon an Intern's removal from the Employing Agency or termination of participation in the Program.

5. **INTERN AGREEMENT:** All Interns will be required to review and complete an Intern Program Agreement, enumerating program policies, tuition schedule and other applicable fees.
6. **LIABILITY INSURANCE:** The Hiring Institution and the Teacher Education Program will obtain and maintain a broad form commercial general liability insurance policy with coverage of at least \$1,000,000 (one million dollars) for each occurrence and \$2,000,000 (two million dollars) in the aggregate, with no exclusion for molestation or abuse. The Parties will provide proof of such insurance upon execution of this Agreement to each other. For purposes of this Agreement, each of the Parties will provide workers' compensation insurance coverage for their own employees.
7. **INDEMNIFICATION:** SDCOE and District shall hold each other harmless, defend and indemnify their respective agents, officers, and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising out of the activities of SDCOE or District or their agents, officers and employees under this Agreement. This indemnification shall be provided by each party to the other party regarding its own activities undertaken pursuant to this Agreement, or as a result of the relationship thereby created, including any claims that may be made against either party by any taxing authority asserting that an employer-employee relationship exists by reason of the Agreement, or any claims made against either party alleging civil rights violations by such party under Government Code section 12920 *et seq.* (California Fair Employment and Housing Act). This indemnification obligation shall continue beyond the term of the Agreement as to any acts or omissions occurring under this Agreement or any extension of the Agreement.
8. **TERMINATION:** Either party may terminate this Agreement without cause by giving thirty (30) calendar days advance written notice to the other party.
9. **INDEPENDENT CONTRACTOR.** The parties understand that each of the parties and its employees, agents, officers, and associates are an Independent Contractor and not an employee, agent, officer, or associate of the other party. Neither party will provide fringe benefits, including health insurance, holidays, paid vacation, worker's compensation, or any other employee benefit, for the benefit of the other party or its employees, agents, officers, and associates.

10. TOBACCO-FREE FACILITY. SDCOE is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of SDCOE property.

11. GOVERNING LAW/VENUE. In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State or Federal court located in San Diego County.

12. FINAL APPROVAL. This Agreement is of no force or effect until approved by signature by the San Diego County Superintendent of Schools or his designee, the Assistant Superintendent of Business Services.

13. ENTIRE AGREEMENT. This Agreement represents the entire Agreement and understandings of the parties hereto and no prior writings, conversations, or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

The Parties, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS

(Pacific View Charter School)

By (Authorized Signature)

By (Authorized Signature)

Michael Simonson

Erin Gorence

Name (Type or Print)

Name (Type or Print)

Deputy Superintendent, Chief Business Officer

Executive Director

Title

3670 Ocean Ranch Blvd

District Address

Oceanside, CA 92056

District City, State, Zip

Date

Date

12.2

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

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
<p>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.</p>						
<u>Stipends for advanced degrees</u>						
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:	11/17/2021	
					05/xx/2022	
12 month pay position					Work Year: 248 days	

**PACIFIC VIEW CHARTER SCHOOL
2022-23 LEADERSHIP SALARY SCHEDULE
EFFECTIVE 07/01/2022**

Work Year: 248 days

STEP	Director of Curriculum & Instruction Certificated 248 days	Director of Student Services Certificated 248 days	Director of Business & Operations Classified 248 days	
1	\$ 118,186	\$ 118,186	\$ 118,186	
2	\$ 122,913	\$ 122,913	\$ 122,913	\$ -
3	\$ 127,830	\$ 127,830	\$ 127,830	\$ -
4	\$ 132,943	\$ 132,943	\$ 132,943	\$ -
5	\$ 138,261	\$ 138,261	\$ 138,261	\$ -
6	\$ 143,791	\$ 143,791	\$ 143,791	\$ -
7	\$ 149,543	\$ 149,543	\$ 149,543	\$ -
8	\$ 157,020	\$ 157,020	\$ 157,020	\$ -
9	\$ 160,161	\$ 160,161	\$ 160,161	\$ -
10	\$ 163,364	\$ 163,364	\$ 163,364	\$ -
11	\$ 166,631	\$ 166,631	\$ 166,631	\$ -
12	\$ 169,964	\$ 169,964	\$ 169,964	\$ -
13	\$ 173,363	\$ 173,363	\$ 173,363	\$ -
14	\$ 176,830	\$ 176,830	\$ 176,830	\$ -
15	\$ 180,367	\$ 180,367	\$ 180,367	\$ -
16	\$ 183,974	\$ 183,974	\$ 183,974	\$ -
17	\$ 187,654	\$ 187,654	\$ 187,654	\$ -
18	\$ 191,407	\$ 191,407	\$ 191,407	\$ -
19	\$ 195,235	\$ 195,235	\$ 195,235	\$ -
20	\$ 199,140	\$ 199,140	\$ 199,140	\$ -
21	\$ 203,122	\$ 203,122	\$ 203,122	\$ -

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

Stipends for Advanced Degrees/ Additional Work Assignments

Masters Degree	\$ 2,000.00	Board Approved:	6/18/2019
Doctorate Degree	\$ 3,500.00	Amended:	8/20/2019
Interim Site Supervisor	\$ 5,000.00		11/19/2019
WASC Facilitator	\$ 5,000.00		5/19/2020
Construction Project	\$ 5,000.00		9/10/2020
			2/16/2021

**PACIFIC VIEW
CHARTER SCHOOL
2022-23 CERTIFICATED SALARY SCHEDULE**

12 month pay

STEP	Site Supervisor 217 days	Special Education Coordinator 233 days	Psychologist 192 days		Speech Pathologist 192 Full Time	Speech Pathologist 192 Part Time Hourly	
1	\$ 91,314	\$ 98,047	\$ 93,523		\$ 79,614	51.83	
2	\$ 94,967	\$ 101,969	\$ 97,264	\$ -	\$ 82,799	53.91	\$ -
3	\$ 98,765	\$ 106,048	\$ 101,154	\$ -	\$ 86,111	56.06	\$ -
4	\$ 102,716	\$ 110,290	\$ 105,201	\$ -	\$ 89,555	58.30	\$ -
5	\$ 106,824	\$ 114,701	\$ 109,409	\$ -	\$ 93,137	60.64	\$ -
6	\$ 111,097	\$ 119,289	\$ 113,785	\$ -	\$ 96,863	63.06	\$ -
7	\$ 115,541	\$ 124,061	\$ 118,336	\$ -	\$ 100,737	65.58	\$ -
8	\$ 121,318	\$ 130,264	\$ 124,253	\$ -	\$ 105,774	68.86	\$ -
9	\$ 123,745	\$ 132,869	\$ 126,738	\$ -	\$ 107,889	70.24	\$ -
10	\$ 126,220	\$ 135,526	\$ 129,273	\$ -	\$ 110,047	71.65	\$ -
11	\$ 128,744	\$ 138,237	\$ 131,859	\$ -	\$ 112,248	73.08	\$ -
12	\$ 131,319	\$ 141,002	\$ 134,496	\$ -	\$ 114,493	74.54	\$ -
13	\$ 133,945	\$ 143,822	\$ 137,186	\$ -	\$ 116,783	76.03	\$ -
14	\$ 136,624	\$ 146,698	\$ 139,929	\$ -	\$ 119,119	77.55	\$ -
15	\$ 139,357	\$ 149,632	\$ 142,728	\$ -	\$ 121,501	79.10	\$ -
16	\$ 142,144	\$ 152,625	\$ 145,582	\$ -	\$ 123,931	80.68	\$ -
17	\$ 144,987	\$ 155,677	\$ 148,494	\$ -	\$ 126,410	82.30	\$ -
18	\$ 147,886	\$ 158,791	\$ 151,464	\$ -	\$ 128,938	83.94	\$ -
19	\$ 150,844	\$ 161,967	\$ 154,493	\$ -	\$ 131,517	85.62	\$ -
20	\$ 153,861	\$ 165,206	\$ 157,583	\$ -	\$ 134,147	87.34	\$ -
21	\$ 156,938	\$ 168,510	\$ 160,735	\$ -	\$ 136,830	89.08	\$ -

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Stipends for Advanced Degrees/ Additional Work Assignments

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

Board Approved:
Amended:

6/18/2019
8/20/2019
11/19/2019
5/19/2020
9/10/2020
5/18/2021
5/xx/2021

PACIFIC VIEW CHARTER SCHOOL **223 DAYS**
12 month
pay

2022-2023 CERTIFICATED SALARY SCHEDULE

SUPERVISORY TEACHER-GRADES 9-12 / EDUCATION SPECIALIST² / SUPERVISORY TEACHER- ENGLISH LEARNER SUPPORT

STEP	I-BA	Per Diem	Hourly	II-BA+20	Per Diem	Hourly	III-BA+40	Per Diem	Hourly	IV-BA+60	Per Diem	Hourly
1	57,570	258.16	32.27	60,449	271.07	33.88	63,471	284.62	35.58	66,644	298.85	37.36
2	59,873	268.49	33.56	62,866	281.91	35.24	66,010	296.01	37.00	69,310	310.81	38.85
3	62,268	279.23	34.90	65,381	293.19	36.65	68,650	307.85	38.48	72,083	323.24	40.41
4	64,758	290.40	36.30	67,996	304.92	38.11	71,396	320.16	40.02	74,966	336.17	42.02
5	67,349	302.01	37.75	70,716	317.11	39.64	74,252	332.97	41.62	77,965	349.62	43.70
6	70,043	314.09	39.26	73,545	329.80	41.22	77,222	346.29	43.29	81,083	363.60	45.45
7	72,844	326.66	40.83	76,487	342.99	42.87	80,311	360.14	45.02	84,327	378.15	47.27
8	75,758	339.72	42.47	79,546	356.71	44.59	83,523	374.54	46.82	87,700	393.27	49.16
9	78,789	353.31	44.16	82,728	370.98	46.37	86,864	389.53	48.69	91,208	409.00	51.13
10	81,940	367.44	45.93	86,037	385.82	48.23	90,339	405.11	50.64	94,856	425.36	53.17
11	86,037	385.82	48.23	90,339	405.11	50.64	94,856	425.36	53.17	99,599	446.63	55.83
12	87,758	393.53	49.19	92,146	413.21	51.65	96,753	433.87	54.23	101,591	455.56	56.95
13	89,513	401.40	50.18	93,989	421.47	52.68	98,688	442.55	55.32	103,622	464.67	58.08
14	91,303	409.43	51.18	95,868	429.90	53.74	100,662	451.40	56.42	105,695	473.97	59.25
15	93,129	417.62	52.20	97,786	438.50	54.81	102,675	460.43	57.55	107,809	483.45	60.43
16	94,992	425.97	53.25	99,741	447.27	55.91	104,729	469.63	58.70	109,965	493.12	61.64
17	96,892	434.49	54.31	101,736	456.22	57.03	106,823	479.03	59.88	112,164	502.98	62.87
18	98,830	443.18	55.40	103,771	465.34	58.17	108,960	488.61	61.08	114,408	513.04	64.13
19	100,806	452.05	56.51	105,846	474.65	59.33	111,139	498.38	62.30	116,696	523.30	65.41
20	102,822	461.09	57.64	107,963	484.14	60.52	113,362	508.35	63.54	119,030	533.77	66.72
21	104,879	470.31	58.79	110,123	493.82	61.73	115,629	518.51	64.81	121,410	544.44	68.06

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Stipends

Masters	\$ 2,000.00
Doctorate	\$ 3,500.00
Lead Teacher Stipend	\$ 5,000.00
Interim - Site Supervisor	\$ 5,000.00
Hard-to-Fill SpEd ²	\$ 5,000.00
WASC - Accreditation	\$ 5,000.00

Hourly Certificated Positions

PT Temporary Education Specialist - \$60.00 per hour	Board Approved:	06/18/19
PT/FT Temp Supervisory Teacher - \$40.00 per hour	Amended:	08/20/19
Curriculum Writers - \$27.88 per hour		11/19/19
Curriculum Data Entry - \$21.40 per hour		05/19/20
Column Advancement Criteria		11/17/20
Upper division/graduate college semester units earned from an accredited college or university		05/18/21
		05/xx/22

PACIFIC VIEW CHARTER SCHOOL

2022-23 CERTIFICATED SALARY SCHEDULE

SUPERVISORY TEACHER-GRADES K-8 / EDUCATION SPECIALIST²

192 DAYS - 12 month pay

STEP	I-BA	Per Diem	Hourly	II-BA+20	Per Diem	Hourly	III-BA+40	Per Diem	Hourly	IV-BA+60	Per Diem	Hourly
1	49,573	258.19	32.27	52,052	271.10	33.89	54,654	284.66	35.58	57,387	298.89	37.36
2	51,556	268.52	33.57	54,134	281.95	35.24	56,840	296.04	37.01	59,682	310.85	38.86
3	53,618	279.26	34.91	56,299	293.22	36.65	59,114	307.89	38.49	62,070	323.28	40.41
4	55,763	290.43	36.30	58,551	304.95	38.12	61,479	320.20	40.03	64,553	336.21	42.03
5	57,993	302.05	37.76	60,893	317.15	39.64	63,938	333.01	41.63	67,135	349.66	43.71
6	60,313	314.13	39.27	63,329	329.84	41.23	66,495	346.33	43.29	69,820	363.65	45.46
7	62,726	326.70	40.84	65,862	343.03	42.88	69,155	360.18	45.02	72,613	378.19	47.27
8	65,235	339.76	42.47	68,496	356.75	44.59	71,921	374.59	46.82	75,517	393.32	49.16
9	67,844	353.35	44.17	71,236	371.02	46.38	74,798	389.57	48.70	78,538	409.05	51.13
10	70,558	367.49	45.94	74,086	385.86	48.23	77,790	405.16	50.64	81,680	425.41	53.18
11	74,086	385.86	48.23	77,790	405.16	50.64	81,680	425.41	53.18	85,763	446.68	55.84
12	75,567	393.58	49.20	79,346	413.26	51.66	83,313	433.92	54.24	87,479	455.62	56.95
13	77,079	401.45	50.18	80,933	421.52	52.69	84,979	442.60	55.33	89,228	464.73	58.09
14	78,620	409.48	51.19	82,551	429.96	53.74	86,679	451.45	56.43	91,013	474.03	59.25
15	80,193	417.67	52.21	84,202	438.55	54.82	88,413	460.48	57.56	92,833	483.51	60.44
16	81,797	426.02	53.25	85,886	447.33	55.92	90,181	469.69	58.71	94,690	493.18	61.65
17	83,433	434.54	54.32	87,604	456.27	57.03	91,984	479.09	59.89	96,584	503.04	62.88
18	85,101	443.24	55.40	89,356	465.40	58.17	93,824	488.67	61.08	98,515	513.10	64.14
19	86,803	452.10	56.51	91,143	474.71	59.34	95,701	498.44	62.31	100,486	523.36	65.42
20	88,539	461.14	57.64	92,966	484.20	60.52	97,615	508.41	63.55	102,495	533.83	66.73
21	90,310	470.37	58.80	94,826	493.88	61.74	99,567	518.58	64.82	104,545	544.51	68.06

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Column Advancement Criteria		11/17/20
Upper division/graduate college semester units earned from an accredited college or university		05/18/21
		05/xx/22

PACIFIC VIEW CHARTER SCHOOL
2022-23 CLASSIFIED SALARY SCHEDULE
 Effective 7/1/2022

Work Year: 233 days **12 month pay**

STEP	Receptionist	Per	Hourly	Inst. Aide	Per	Hourly	Office	Per	Hourly	Office	Per	Hourly
	Data Entry	Diem		Ed Spec IA	Diem	208 days	Clerk	Diem		Clerk	Diem	
										Bilingual		
1	27,960	120.00	15.00	31,097	133.46	16.68		34,304	147.23	38,808	166.56	20.82
2	29,078	124.80	15.60	32,341	138.80	17.35		35,676	153.12	40,360	173.22	21.65
3	30,242	129.79	16.22	33,635	144.35	18.04		37,103	159.24	41,975	180.15	22.52
4	31,451	134.98	16.87	34,980	150.13	18.77		38,587	165.61	43,654	187.36	23.42
5	32,709	140.38	17.55	36,379	156.13	19.52		40,131	172.24	45,400	194.85	24.36
6	34,018	146.00	18.25	37,834	162.38	20.30		41,736	179.12	47,216	202.64	25.33
7	35,378	151.84	18.98	39,348	168.87	21.11		43,406	186.29	49,105	210.75	26.34
8	37,147	159.43	19.93	41,315	177.32	22.16		45,576	195.60	51,560	221.29	27.66
9	37,890	162.62	20.33	42,141	180.86	22.61		46,487	199.52	52,591	225.71	28.21
10	38,648	165.87	20.73	42,984	184.48	23.06		47,417	203.51	53,643	230.23	28.78
11	39,421	169.19	21.15	43,844	188.17	23.52		48,365	207.58	54,716	234.83	29.35
12	40,209	172.57	21.57	44,721	191.93	23.99		49,333	211.73	55,810	239.53	29.94
13	41,014	176.02	22.00	45,615	195.77	24.47		50,319	215.96	56,926	244.32	30.54
14	41,834	179.54	22.44	46,527	199.69	24.96		51,326	220.28	58,065	249.20	31.15
15	42,670	183.14	22.89	47,458	203.68	25.46		52,352	224.69	59,226	254.19	31.77
16	43,524	186.80	23.35	48,407	207.76	25.97		53,399	229.18	60,410	259.27	32.41
17	44,394	190.53	23.82	49,375	211.91	26.49		54,467	233.77	61,619	264.46	33.06
18	45,282	194.34	24.29	50,363	216.15	27.02		55,557	238.44	62,851	269.75	33.72
19	46,188	198.23	24.78	51,370	220.47	27.56		56,668	243.21	64,108	275.14	34.39
20	47,112	202.20	25.27	52,397	224.88	28.11		57,801	248.07	65,390	280.64	35.08
21	48,054	206.24	25.78	53,445	229.38	28.67		58,957	253.03	66,698	286.26	35.78

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PACIFIC VIEW CHARTER SCHOOL
2022-23 CLASSIFIED SALARY SCHEDULE
 Effective 7/1/2022

Work Year: 233 days 12 month pay

STEP	Lead	Per	Hourly	Lead Inst. Aide	Per	Hourly	Administrative	Per	Hourly	Business	Per	Hourly
	Instructional	Diem		Student	Diem		Assistant	Diem		Services	Diem	
	Aide			Support Asst.						Asst. I		
1	36,024	154.61	19.33	53,040	227.64	28.45	51,878	222.65	27.83	40,836	175.26	21.91
2	37,465	160.79	20.10	55,162	236.75	29.59	53,953	231.56	28.94	42,469	182.27	22.78
3	38,964	167.23	20.90	57,368	246.21	30.78	56,111	240.82	30.10	44,168	189.56	23.70
4	40,522	173.91	21.74	59,663	256.06	32.01	58,356	250.45	31.31	45,935	197.15	24.64
5	42,143	180.87	22.61	62,049	266.31	33.29	60,690	260.47	32.56	47,772	205.03	25.63
6	43,829	188.11	23.51	64,531	276.96	34.62	63,118	270.89	33.86	49,683	213.23	26.65
7	45,582	195.63	24.45	67,113	288.04	36.00	65,642	281.73	35.22	51,671	221.76	27.72
8	47,861	205.41	25.68	70,468	302.44	37.80	68,924	295.81	36.98	54,254	232.85	29.11
9	48,818	209.52	26.19	71,878	308.49	38.56	70,303	301.73	37.72	55,339	237.51	29.69
10	49,795	213.71	26.71	73,315	314.66	39.33	71,709	307.76	38.47	56,446	242.26	30.28
11	50,790	217.98	27.25	74,781	320.95	40.12	73,143	313.92	39.24	57,575	247.10	30.89
12	51,806	222.34	27.79	76,277	327.37	40.92	74,606	320.20	40.02	58,726	252.04	31.51
13	52,842	226.79	28.35	77,803	333.92	41.74	76,098	326.60	40.83	59,901	257.09	32.14
14	53,899	231.33	28.92	79,359	340.59	42.57	77,620	333.13	41.64	61,099	262.23	32.78
15	54,977	235.95	29.49	80,946	347.41	43.43	79,172	339.80	42.47	62,321	267.47	33.43
16	56,077	240.67	30.08	82,565	354.35	44.29	80,756	346.59	43.32	63,567	272.82	34.10
17	57,198	245.49	30.69	84,216	361.44	45.18	82,371	353.52	44.19	64,839	278.28	34.78
18	58,342	250.40	31.30	85,900	368.67	46.08	84,018	360.59	45.07	66,135	283.84	35.48
19	59,509	255.40	31.93	87,618	376.04	47.01	85,699	367.81	45.98	67,458	289.52	36.19
20	60,699	260.51	32.56	89,371	383.57	47.95	87,413	375.16	46.90	68,807	295.31	36.91
21	61,913	265.72	33.22	91,158	391.24	48.90	89,161	382.67	47.83	70,183	301.22	37.65

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.

PACIFIC VIEW CHARTER SCHOOL
2022-23 CLASSIFIED SALARY SCHEDULE
 Effective 7/1/2022

Work Year: 233 days 12 month pay

STEP	Business Services	Per Diem	Hourly	Marketing & Communication	Per Diem	Hourly	Inst. Aide 1-1 (175 Day)	Per Diem	Hourly	Registrar	Per Diem	Hourly
	Assistant II			Specialist*								
1	51,878	222.65	27.83	62,400	267.81	33.48		28,350	162.00	49,778	213.64	26.70
2	53,953	231.56	28.94	64,896	278.52	34.82		29,484	168.48	51,769	222.19	27.77
3	56,111	240.82	30.10	67,492	289.66	36.21		30,663	175.22	53,840	231.07	28.88
4	58,356	250.45	31.31	70,192	301.25	37.66		31,890	182.23	55,993	240.32	30.04
5	60,690	260.47	32.56	72,999	313.30	39.16		33,165	189.52	58,233	249.93	31.24
6	63,118	270.89	33.86	75,919	325.83	40.73		34,492	197.10	60,563	259.93	32.49
7	65,642	281.73	35.22	78,956	338.87	42.36		35,872	204.98	62,985	270.32	33.79
8	68,924	295.81	36.98	82,904	355.81	44.48		37,665	215.23	66,134	283.84	35.48
9	70,303	301.73	37.72	84,562	362.93	45.37		38,419	219.54	67,457	289.51	36.19
10	71,709	307.76	38.47	86,253	370.18	46.27		39,187	223.93	68,806	295.31	36.91
11	73,143	313.92	39.24	87,978	377.59	47.20		39,971	228.40	70,182	301.21	37.65
12	74,606	320.20	40.02	89,738	385.14	48.14		40,770	232.97	71,586	307.24	38.40
13	76,098	326.60	40.83	91,532	392.84	49.11		41,586	237.63	73,018	313.38	39.17
14	77,620	333.13	41.64	93,363	400.70	50.09		42,417	242.38	74,478	319.65	39.96
15	79,172	339.80	42.47	95,230	408.71	51.09		43,266	247.23	75,968	326.04	40.76
16	80,756	346.59	43.32	97,135	416.89	52.11		44,131	252.18	77,487	332.56	41.57
17	82,371	353.52	44.19	99,078	425.23	53.15		45,014	257.22	79,037	339.21	42.40
18	84,018	360.59	45.07	101,059	433.73	54.22		45,914	262.37	80,617	346.00	43.25
19	85,699	367.81	45.98	103,080	442.40	55.30		46,832	267.61	82,230	352.92	44.11
20	87,413	375.16	46.90	105,142	451.25	56.41		47,769	272.96	83,874	359.98	45.00
21	89,161	382.67	47.83	107,245	460.28	57.53		48,724	278.42	85,552	367.17	45.90

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.

* = Exempt Employee

PACIFIC VIEW CHARTER SCHOOL
2022-23 CLASSIFIED SALARY SCHEDULE
Effective 7/1/2022

Work Year: 233 days **12 month pay**

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.

Part time positions will be paid hourly rate

Board Approved:
Revised:

6/18/2019
7/16/2019
8/20/2019
9/12/2019
11/19/2019
5/19/2020
9/10/2020
5/18/2021
7/20/2021
3/15/2022
05/xx/2022

PACIFIC VIEW CHARTER SCHOOL
2022-23 SCHOOL COUNSELOR SALARY SCHEDULE

223 DAYS - 12 month pay

STEP	I-BA	Per Diem	Hourly	II-BA+20	Per Diem	Hourly	III-BA+40	Per Diem	Hourly	IV-BA+60	Per Diem	Hourly
1	58,091	260.50	32.56	60,996	273.52	34.19	64,045	287.20	35.90	67,248	301.56	37.69
2	60,415	270.92	33.86	63,435	284.46	35.56	66,607	298.69	37.34	69,937	313.62	39.20
3	62,831	281.75	35.22	65,973	295.84	36.98	69,271	310.63	38.83	72,735	326.17	40.77
4	65,344	293.02	36.63	68,612	307.68	38.46	72,042	323.06	40.38	75,644	339.21	42.40
5	67,958	304.75	38.09	71,356	319.98	40.00	74,924	335.98	42.00	78,670	352.78	44.10
6	70,677	316.94	39.62	74,210	332.78	41.60	77,921	349.42	43.68	81,817	366.89	45.86
7	73,504	329.61	41.20	77,179	346.09	43.26	81,038	363.40	45.42	85,090	381.57	47.70
8	76,444	342.80	42.85	80,266	359.94	44.99	84,279	377.93	47.24	88,493	396.83	49.60
9	79,502	356.51	44.56	83,477	374.33	46.79	87,650	393.05	49.13	92,033	412.70	51.59
10	82,682	370.77	46.35	86,816	389.31	48.66	91,156	408.77	51.10	95,714	429.21	53.65
11	86,816	389.31	48.66	91,156	408.77	51.10	95,714	429.21	53.65	100,500	450.67	56.33
12	88,552	397.09	49.64	92,980	416.95	52.12	97,629	437.80	54.72	102,510	459.69	57.46
13	90,323	405.04	50.63	94,839	425.29	53.16	99,581	446.55	55.82	104,560	468.88	58.61
14	92,130	413.14	51.64	96,736	433.79	54.22	101,573	455.48	56.94	106,651	478.26	59.78
15	93,972	421.40	52.67	98,671	442.47	55.31	103,604	464.59	58.07	108,784	487.82	60.98
16	95,852	429.83	53.73	100,644	451.32	56.41	105,676	473.88	59.24	110,960	497.58	62.20
17	97,769	438.42	54.80	102,657	460.35	57.54	107,790	483.36	60.42	113,179	507.53	63.44
18	99,724	447.19	55.90	104,710	469.55	58.69	109,946	493.03	61.63	115,443	517.68	64.71
19	101,718	456.14	57.02	106,804	478.94	59.87	112,145	502.89	62.86	117,752	528.03	66.00
20	103,753	465.26	58.16	108,940	488.52	61.07	114,387	512.95	64.12	120,107	538.60	67.32
21	105,828	474.56	59.32	111,119	498.29	62.29	116,675	523.21	65.40	122,509	549.37	68.67

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

Masters	2,000.00
Doctorate	3,500.00
WASC - Accreditation	5,000.00

Board Approved:

Board Revised:

06/18/19

08/20/19

11/19/19

05/19/20

05/18/21

05/xx/22

Column Advancement Criteria

Upper division/graduate college semester units
earned from an accredited college or university

PACIFIC VIEW CHARTER SCHOOL
2022-23 CLASSIFIED CONFIDENTIAL SALARY SCHEDULE
Effective 7/1/2022

STEP	HR & Business Services Coordinator 241 days	Technology Technician 248 days
1	\$ 76,187	\$ 67,632
2	\$ 79,234	\$ 70,337
3	\$ 82,404	\$ 73,151
4	\$ 85,700	\$ 76,077
5	\$ 89,128	\$ 79,120
6	\$ 92,693	\$ 82,285
7	\$ 96,401	\$ 85,576
8	\$ 101,221	\$ 89,855
9	\$ 103,245	\$ 91,652
10	\$ 105,310	\$ 93,485
11	\$ 107,416	\$ 95,355
12	\$ 109,565	\$ 97,262
13	\$ 111,756	\$ 99,207
14	\$ 113,991	\$ 101,191
15	\$ 116,271	\$ 103,215
16	\$ 118,596	\$ 105,279
17	\$ 120,968	\$ 107,385
18	\$ 123,388	\$ 109,533
19	\$ 125,855	\$ 111,723
20	\$ 128,373	\$ 113,958
21	\$ 130,940	\$ 116,237

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.

Board Approved:
Amended:

12 month pay positions

6/18/2019
8/20/2019
11/19/2019
5/19/2020
9/10/2020
5/18/2021
05/xx/2022

12.3



Certificated Job Description – Temporary Director of Curriculum and Instruction (Exempt)

Description of Position:

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

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

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

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

Requirements:

Education and Experience:

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

Knowledge, Skills, and Abilities:

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

Physical Demands:

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

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

Work Environment:

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

Reasoning Ability:

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

License:

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

Supervisor: Executive Director

WORK YEAR: 248 Days

Board Approved: May XX,2022

DRAFT

12.4



Administration - Exempt

Job Description: Temporary Director of Business & Operations

Description of Position:

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

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

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

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

Requirements:

Education and Experience:

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

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

Knowledge, Skills, and Abilities:

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

Physical Demands:

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

Work Environment:

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

Reasoning Ability:

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

License:

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

Supervisor: Executive Director

WORK YEAR: 248

Board Approved: May 25, 2022

12.5



Confidential Classified - Exempt Job Description – Technology Technician

Description of Position:

Under the direction of the Curriculum Coordinator + **Director of Curriculum and Instruction**, plan, develop, implement, review and evaluate school-wide services related to technology, telecommunications and information services, including educational technology, data systems, telephone systems, and other related areas as assigned. ~~The Technology Technician will be a member of the Technology Committee.~~

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

- Plan and oversee the development, implementation and management of school-wide telecommunication networks, including local and wide area networks, voice, video, and data communications.
- Plan and oversee management information systems; assure efficient school-wide operation at all sites and in all departments.
- Support the school-wide application and use of technology, ensuring alignment with State and school curriculum frameworks, goals and objectives.
- Assist staff in determining **tech** needs and priorities.
- ~~Plan staff development activities and presentation related to technology and information services.~~
- Assist with development and administer policy guidelines, system standards and operating procedures for management information systems.
- Define, articulate and communicate departmental short and long-range goals and objectives consistent with objectives of the program.
- Collect, analyze, and present complex technical data orally and in writing; identify problems and evaluate alternative solutions; prepare sound recommendations.
- Plan and develop construction, infrastructure and classroom design of computer and emerging technologies; work with State and local government agencies and authorities to expedite technologies into the school and the community; assist in inter-connectivity.
- Collaborate in the development of and writing State, federal and foundation grants applicable to management information systems.
- Monitor school-wide compliance with all licensing and copyright requirements.
- Evaluate, negotiate and assist in the writing of bid specifications for the development and/or purchase of all administrative hardware/software solutions.
- Keep abreast of technological changes in hardware and software; review and analyze school-wide system enhancement requests and ~~take action~~ **act**, as appropriate.
- **Manage Student Information System databases (SIS)**
- **Manage and maintain the Learning Management System (LMS)**
- **Assist parents and students with the online registration**
- **Manage Curriculum and Technology rescoring (Text-Link)**
- **Administer Google services**
- **Troubleshoot Cloud based student applications**
- **Assist Director of Curriculum and Instruction with state and local testing**

- Serve on and/or lead various school committees as needed

Education, Training and Experience:

The knowledge, skills, and abilities required for this classification would typically be acquired through graduation with a bachelor's degree from an accredited college or university with a major in Computer Science, Business Administration, or related field, including or supplemented by courses in information systems, systems analysis, information storage/retrieval systems, and project planning and control. Or may be acquired through three (3) years of recent, progressively responsible project management, systems analysis, and programming experience. Experience in an educational environment is highly desirable.

Knowledge, Skills and Abilities

- Knowledge of principles and practices of information services experience which includes planning, developing and directing construction, infrastructure and design of computer and emerging technologies.
- Competence in various forms of educational technology, including current innovations in effective instructional practices, and applications.
- Understanding of various federal, state, and local technology initiatives for K-12, and secondary education. Principles and practices of assistive evaluation and training.
- Ability to provide compliance with governmental and public school district procedures.
- Comply with legal mandates, policies, regulations, and guidelines pertaining to technology.
- Effective methods of cost control.
- Plan and organize an integrated technology and information services program.
- Analyze problems, develop sound problem-solving models, and arrive at sound solutions.
- Read, understand, interpret, apply, and explain technical manuals, legal codes, and administrative policies, reports, and directives.
- Communicate effectively orally and in writing, understand, implement and give oral and written instructions.
- Train and assist in the evaluation of personnel.
- Meet schedules and timelines.
- Establish and maintain cooperative and effective working relationships with others.
- Analyze problems accurately and adopt an effective course of actions.
- Maintain records and prepare reports.
- Assure compliance with safety practices and various requirements.

Physical Demands:

- While performing the duties of this job, the employee is required to sit, stand, bend, kneel, twist, and reach in all directions.
- Use hands to finger, handle or feel objects, tools or controls.
- Talking/hearing conversations; near visual acuity/~~visual accommodation~~
- Be able to lift and carry up to 50 pounds.
- The employee is required to walk and access all areas of the School.
- The amount of time for each activity varies depending on daily work load and priority schedules. Some days, sitting could occur more frequently, and on other days standing and walking could occur

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

- ~~• Sitting for prolonged periods including reaching/handling/fingering~~
- Bending, crouching, or kneeling at files.

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.

~~• Sitting, walking, standing,~~

Reasoning Ability

- Prioritize, organize and multi task.
- Interpret, apply, and explain rules, regulations, policies and procedures
- Perform under demanding, often stressful and varied work schedules with the ability to remain flexible and focused with interruptions and distractions

Work Environment:

- School Environment
- Constant Interruptions
- Office/computer room, subject to noise from equipment operation The noise level in the work environment is usually moderate.
- Driving and communication with other school sites.

~~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.

License:

Possession of a current, valid California Driver's License Class I, II, or III.

Supervisor: ~~Curriculum Coordinator I~~

Director of Curriculum and Instruction

Approved: June 21, 2011

Amended: March 19, 2013

May xx, 2022

12.6

PACIFIC VIEW CHARTER SCHOOL
2021 - 22 LEADERSHIP SALARY SCHEDULE
EFFECTIVE ~~07/01/2021~~ 05/XX/2022

Work Year: 248 days

STEP	Director of Curriculum Certificated 248 days	Director of Student Services Certificated 248 days	Temporary Director of Curriculum Certificated 248 days	Director of Finance & Central Office Classified 248 days	Temporary Director of Finance & Central Office Classified 248 days		
1	\$ 118,186	\$ 118,186	\$118,186	\$ 118,186	\$ 118,186		
2	\$ 122,913	\$ 122,913	\$ 122,913	\$ 122,913	\$ 122,913	\$ -	\$ -
3	\$ 127,830	\$ 127,830	\$ 127,830	\$ 127,830	\$ 127,830	\$ -	\$ -
4	\$ 132,943	\$ 132,943	\$ 132,943	\$ 132,943	\$ 132,943	\$ -	\$ -
5	\$ 138,261	\$ 138,261	\$ 138,261	\$ 138,261	\$ 138,261	\$ -	\$ -
6	\$ 143,791	\$ 143,791	\$ 143,791	\$ 143,791	\$ 143,791	\$ -	\$ -
7	\$ 149,543	\$ 149,543	\$ 149,543	\$ 149,543	\$ 149,543	\$ -	\$ -
8	\$ 157,020	\$ 157,020	\$ 157,020	\$ 157,020	\$ 157,020	\$ -	\$ -
9	\$ 160,161	\$ 160,161	\$ 160,161	\$ 160,161	\$ 160,161	\$ -	\$ -
10	\$ 163,364	\$ 163,364	\$ 163,364	\$ 163,364	\$ 163,364	\$ -	\$ -
11	\$ 166,631	\$ 166,631	\$ 166,631	\$ 166,631	\$ 166,631	\$ -	\$ -
12	\$ 169,964	\$ 169,964		\$ 169,964		\$ -	\$ -
13	\$ 173,363	\$ 173,363		\$ 173,363		\$ -	\$ -
14	\$ 176,830	\$ 176,830		\$ 176,830		\$ -	\$ -
15	\$ 180,367	\$ 180,367		\$ 180,367		\$ -	\$ -
16	\$ 183,974	\$ 183,974		\$ 183,974		\$ -	\$ -
17	\$ 187,654	\$ 187,654		\$ 187,654		\$ -	\$ -
18	\$ 191,407	\$ 191,407		\$ 191,407		\$ -	\$ -
19	\$ 195,235	\$ 195,235		\$ 195,235		\$ -	\$ -
20	\$ 199,140	\$ 199,140		\$ 199,140		\$ -	\$ -
21	\$ 203,122	\$ 203,122		\$ 203,122		\$ -	\$ -

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

Stipends for Advanced Degrees/ Additional Work Assignments

Masters Degree	\$ 2,000.00
Doctorate Degree	\$ 3,500.00
Interim Site Supervisor	\$ 5,000.00
WASC Facilitator	\$ 5,000.00
Construction Project	\$ 5,000.00

Board Approved:
Amended:

6/18/2019	Amended: 5/18/2021
8/20/2019	
11/19/2019	effective: 5/1/22
5/19/2020	05/xx/2022
9/10/2020	
2/16/2021	

12.7



State of California
Commission on Teacher Credentialing
Certification Division
1900 Capitol Avenue
Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov
Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2022-23

Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL

Name of District or Charter: Pacific View Charter School District CDS Code: 37-73569-373121

Name of County: San Diego County CDS Code: 37-10371

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on 05/17/2022 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2023.

Submitted by (Superintendent, Board Secretary, or Designee):

Erin Gorence Executive Director - Designee
Name Signature Title

760-435-2666 760-757-0161 06/01/2022
Fax Number Telephone Number Date

3670 Ocean Ranch Blvd., Oceanside, CA 92056
Mailing Address

egorence@pacificview.org
Email Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY, CHARTER SCHOOL OR NONPUBLIC SCHOOL AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ____/____/____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

_____ <i>Name</i>	_____ <i>Signature</i>	_____ <i>Title</i>
_____ <i>Fax Number</i>	_____ <i>Telephone Number</i>	_____ <i>Date</i>
_____ <i>Mailing Address</i>		
_____ <i>E-Mail Address</i>		

- *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit

Estimated Number Needed

CLAD/English Learner Authorization (applicant already holds teaching credential)

4

Bilingual Authorization (applicant already holds teaching credential)

0

List target language(s) for bilingual authorization:

Resource Specialist

0

Teacher Librarian Services

0

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	
Single Subject	
Special Education	4
TOTAL	

AUTHORIZATION(S) FOR SINGLE SUBJECT LIMITED ASSIGNMENT PERMITS (A separate page may be used if needed)	ESTIMATED NUMBER NEEDED
Moderate/Severe	1
Mild/Moderate	3

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program?

☐ Yes ☒ No

If no, explain. Staff capacity limited to staff program

Does your agency participate in a Commission-approved college or university internship program?

☒ Yes ☐ No

If yes, how many interns do you expect to have this year? 4

If yes, list each college or university with which you participate in an internship program.

San Diego County Office of Education

If no, explain why you do not participate in an internship program.

12.8

PACIFIC VIEW CHARTER SCHOOL

EMPLOYEE CHANGE FORM

EMPLOYEE DATA

Effective Date: May 25, 2022	Last Name: SCHOOLWIDE	First Name: ALL 2021-22 REGULAR EMPLOYEES	Middle Initial:	Employee ID #: Per Attached Salary Record
---------------------------------	--------------------------	-------------------------------------------------	-----------------	----------------------------------------------

ASSIGNMENT RECORD

<p>Xx Salary/Period End Date: 7-1-2021 through June 30,2022 TO BE PROCESSED OFF-CYCLE JUNE 2022</p> <p><u>Check One:</u></p> <p><input type="checkbox"/> Annual \$ _____ Prior Salary \$ _____</p> <p><input type="checkbox"/> Hourly Rate \$ _____</p> <p>X Other: Board Approved School-wide 5% Bonus. See Note and explanation</p>	<p>Basis of the 21/22 Employee Bonus:</p> <ul style="list-style-type: none"> This bonus is being provided to employees in recognition of their hard work during the 2021-2022 school year, due to availability of funds. Overall efficiency of the school which promotes student and staff health and well being School-wide expansion of services to benefit our Special Education and UPC students Continued increased in number of graduating seniors
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

NOTES / EXPLANATIONS

At the May 25, 2022 PVCS Board of Trustees Meeting Trustees approved a school-wide employee bonus in the amount of 5% be granted to all regular employees for the 2021-2022 school year, who have worked for the school for at least 75% of the year to be eligible for the bonus, per the attached salary record.

ACCOUNT INFORMATION

Fund	Resource	Goal	Function	Object	School	Start Date	End Date		
					As per attached				
					Salary Record				

<p>School Director _____ (Signature) (Date)</p> <p>Budget Approval _____ (Signature) (Date)</p>	<p>_____ (Employee Signature) (Date)</p> <p>_____ Payroll Department (Date)</p>	<h2 style="margin: 0;">NOTES</h2>
---------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------	-----------------------------------

2021-2022 Employee Bonus Position	5 % Bonus	Total Cost Bonus
47	\$7,191	\$ 8,760
41	\$4,010	\$ 4,885
36	\$7,049	\$ 8,587
8	\$1,887	\$2,097
16	\$1,037	\$ 1,152
7	\$794	\$ 882
13	\$1,384	\$ 1,538
20	\$3,591	\$ 3,767
25	\$3,045	\$ 3,194
50	\$2,494	\$ 3,038
49	\$4,349	\$ 5,298
38	\$3,927	\$ 4,784
17	\$3,570	\$ 3,745
31	\$4,314	\$ 5,781
44	\$5,598	\$ 6,820
23	\$4,282	\$ 4,492
21	\$3,463	\$ 3,633
29	\$4,660	\$ 4,889
27	\$4,016	\$ 4,212
51	\$4,526	\$ 5,514
35	\$4,980	\$ 6,067
18	\$3,502	\$ 3,674
22	\$3,704	\$ 3,886
48	\$4,589	\$ 5,590
24	\$3,704	\$ 3,886
39	\$5,740	\$ 6,993
28	\$3,986	\$ 4,182
37	\$5,281	\$ 6,433
19	\$3,777	\$ 3,962
45	\$5,181	\$ 6,312
26	\$3,848	\$ 4,037
42	\$4,034	\$ 4,914
46	\$6,639	\$ 8,088
40	\$8,161	\$ 9,941
43	\$8,768	\$ 10,681
34	\$15,927	\$ 19,403
30	\$5,588	\$ 7,488
32	\$8,168	\$ 10,946
33	\$5,586	\$ 7,486
4	\$1,948	\$ 2,164
12	\$2,794	\$ 3,104
2	\$874	\$ 971
1	\$1,762	\$ 1,957
11	\$1,401	\$ 1,556
14	\$973	\$ 1,081
9	\$967	\$ 1,074
5	\$2,284	\$ 2,538
10	\$2,430	\$ 2,700
3	\$1,940	\$ 2,155
6	\$2,017	\$ 2,240
15	\$2,727	\$ 3,029
TOTAL	\$208,468	\$245,605

12.9

12.10

FIXED TERM EMPLOYMENT AGREEMENT
Between
PACIFIC VIEW CHARTER SCHOOL & ERIN GORENCE

This Employment Agreement ("Agreement") is entered into by and between the above-named employee (the "Employee") and the Governing Board ("Board") of Pacific View Charter School ("PVCS" or the "School"), a California public charter school approved by the Oceanside Unified School District ("District"). The Board desires to hire employees who will assist the Board in achieving the goals and meeting the requirements of PVCS's charter, and in implementing PVCS's policies and procedures. The parties recognize that the provisions of the California Education Code do not govern PVCS, except as expressly set forth in the Charter Schools Act of 1992 and its successors.

RECITALS

WHEREAS, PVCS is a charter school organized and operating pursuant to the provisions of the Charter document ("Charter") and applicable law; and

WHEREAS, PVCS is authorized pursuant to the terms of the Charter to appoint and hire the Employee to assist the Board and to carry out the duties and functions as outlined in the job description attached and incorporated to this Agreement as **Attachment A**; and

WHEREAS, PVCS desires to retain the services of the Employee of PVCS by way of this Agreement and the Employee is qualified to perform such duties; and

WHEREAS, the Employee and PVCS desire to formalize the employment relationship by way of this Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual terms and conditions contained herein, the parties hereto do agree as follows:

AGREEMENT

1. TERM AND WORK SCHEDULE

Subject to Section 12, "Termination of Contract" herein, PVCS hereby employs the Employee to serve as the Executive Director for a term of four (4) years commencing on July 1, 2022 and ending June 30, 2026.

The Executive Director position is a full-time position exempt from overtime law. As a minimum performance requirement, the work schedule for the Employee shall be Monday through Friday, with daily work hours at the School of 8:00 a.m. to 4:00 p.m. As this position is exempt from overtime, additional duties of the Employee may need to be performed outside of the work schedule on weekends, as well as before and after the regular work year or hours of the workday.

The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with PVCS.

2. COMPENSATION

The Employee will receive a gross base salary of \$186,858.00 in year one, to be paid monthly, subject to all regular withholdings, consistent with the Executive Director salary schedule and will follow the salary schedule each subsequent year. The Employee may also be eligible to receive additional compensation for attainment/possession of an advanced degree, and in recognition of longevity with PVCS, per the salary schedule. Based upon the annual performance of the Employee as documented in the performance evaluation, as well as the financial stability of the School, the Employee may also be eligible to receive additional compensation in the form of a salary increase or bonus from the Board. The Employee's compensation may be prorated depending on whether the Employee remains employed, or in active work status, for all scheduled workdays of the position. As noted above, the Employee is exempt from overtime law and shall not be entitled to additional compensation for performing duties outside of the scheduled work year/day.

3. **BENEFITS**

- a. **Health/Retirement Benefits.** At PVCS's expense, the Employee shall be afforded such health and other benefits of employment as shall be granted to PVCS's employees, including entitlement to participation in PERS or STRS as applicable, subject to program and eligibility requirements.
- b. **Vacation Leave.** The Employee is also entitled to vacation to be accrued at the rate of 2.75 days per month (thirty-three [33] days annually), which may be carried over year-to-year up to a maximum of fifty (50) days. Once the Employee accrues fifty (50) days of vacation, no further vacation leave shall accrue until some vacation time is utilized. Vacation days may be used by the Employee subject to the prior approval of the Board. Unused vacation shall be paid out upon separation from employment.
- c. **Sick Leave.** The Employee shall be entitled to twelve (12) sick days annually. Sick days accrue year to year and may be transferred to STRS/PERS for service credit upon retirement.
- d. **Holidays.** The Employee shall take holiday days according to the calendar of holidays observed by the School annually.

4. **DUTIES**

The Employee shall perform the duties as outlined herein, directed by the Board, Board Policy or procedures, prescribed by the charters, and specified in the attached job description which is incorporated by reference as **Attachment A** to this Agreement. This description and the job duties for the Employee may be altered from time to time by the Board.

5. **WORK YEAR**

In accordance with the term of this Agreement, the Employee shall be required to work a minimum of 248 days throughout each school year.

6. **EVALUATION**

The Board shall evaluate the performance of the Employee at least once annually. This evaluation shall be based on the job description, mutually agreed upon goals and objectives,

applicable Board policies and applicable law. If applicable, the evaluation shall include recommendations as to areas of improvement in all instances where the Board deems such to be necessary or appropriate. A copy of the written evaluation shall be delivered to the Employee and she shall have the right to make an oral or written response to the evaluation. Within thirty (30) days of the delivery of the written evaluation to the Employee, the Board shall meet with the Employee to discuss the evaluation. Failure to evaluate the Employee shall not impair the Board's right to terminate this Agreement pursuant to Section 13.

7. **EXPENSE REIMBURSEMENT**

PVCS shall reimburse the Employee for all documented actual and necessary expenses personally incurred within the scope of employment in accordance with applicable PVCS policy and authorization. Additionally, PVCS will pay for non-political membership fees for the Association for Supervision and Curriculum Development and other charter leadership individual or organizational memberships up to \$500.

8. **CAR ALLOWANCE**

PVCS shall pay the Executive Director a car allowance in the sum of \$500 per month. This monthly car allowance is intended to cover, but is not limited to covering, the following items: lease or loan payments, insurance, gasoline, oil, maintenance and repairs, and other similar expenses incurred in the use of the car for work-related travel.

9. **FINGERPRINTING/TB CLEARANCE**

Fingerprint clearance for the Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. The Employee will be required to assume the cost of all fees related to the fingerprinting process and will be required to submit evidence from a licensed physician that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **CHILD ABUSE AND NEGLECT REPORTING**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. By executing this Agreement, the Employee acknowledges she is a child care custodian and is certifying that she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. **CONFLICTS OF INTEREST**

The Employee understands that, while employed at the School, she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with the Employee's employment with PVCS.

12. **OUTSIDE PROFESSIONAL ACTIVITIES**

Upon obtaining prior written approval of the Board, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. PVCS shall in no way be responsible for any expenses attendant to the performance of such outside activities.

13. **TERMINATION OF CONTRACT**

This Agreement may be terminated by any of the following:

a. **Termination For Cause:**

The Board reserves the right to unilaterally terminate this Agreement for cause and without the consent of the Employee. Cause, under this Agreement, is defined as any of the following:

- i. The failure or inability of the Employee to perform any substantial duties required under this Agreement, including failure to meet the written goals and objectives.
- ii. The commission by the Employee of any act of dishonesty, fraud, misrepresentation, or other acts of moral turpitude.
- iii. A substantial breach of any covenant or condition of this Agreement by the Employee, or a substantial breach of any representation or warranty made by the Employee in this Agreement
- iv. The commission or omission of any act by the Employee which could constitute a permissible "for cause" termination under federal or California law. Any ground enumerated in the Employee Handbook.

Should the Board terminate this Agreement for cause, the Board shall give written notice to the Employee, and shall specify the grounds for termination, and shall specify the effective date. Any termination by the Board shall be without prejudice to any other remedy entitled to the Board in law or equity. Notwithstanding the foregoing, in no case, upon termination of this Agreement, shall the maximum cash settlement exceed an amount equal to the monthly salary of the Employee multiplied by six (6) months.

- b. **Early Termination Without Cause:** The Board may unilaterally and without cause or advance notice terminate this Agreement. In consideration of the Board's right to terminate this Agreement without cause, the Board shall pay to the Employee the remainder of her salary (based upon any remaining calendared workdays) for the term of this Agreement or for a period of twelve (12) months following the effective date of termination, whichever is less.
- c. **Death or Incapacitation of the Employee:** The death of the Employee shall terminate this Agreement and all rights entitled under this Agreement. In the event that the Employee becomes incapacitated to the extent that, in the judgment of the Board, the Employee may no longer perform the essential functions of her job with or without reasonable accommodation, as set forth in job specifications, the Board may terminate this Agreement.
- d. **Revocation/Nonrenewal:** In the event that the PVCS charters are either revoked or

nonrenewed, this Agreement shall terminate immediately upon the effective date of the revocation/nonrenewal of the charters, and without the need for the process outlined in Sections a or b above.

14. **NON-RENEWAL/EXPIRATION OF TERM**

The Board may elect not to offer future employment agreements to the Employee at its sole discretion, without cause, and this Agreement will lapse by its own terms.

15. **REQUIRED CONTRACT PROVISIONS**

The following provisions are required to be included in this Agreement by the California Government Code:

a. **Limitations on Cash Settlement**

In no case upon termination of this Agreement shall the maximum cash settlement exceed an amount equal to the monthly salary of the Employee multiplied by twelve (12), except in cases of termination for cause where the limit shall be six (6) months as outlined above.

b. **Required Reimbursements.**

The Employee shall be required to reimburse PVCS for any salary or fees received from PVCS in relation to the Employee's placement on paid administrative leave pending criminal charges if the Employee is convicted of a crime involving the abuse of office/position. Regardless of the term of this Agreement, if the Agreement is terminated, the Employee must reimburse PVCS for any cash settlement received in relation to the Employee's termination if the Employee is convicted of a crime involving the abuse of office/position.

16. **ENTIRE AGREEMENT**

This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement or promise related to the subject matter of this Agreement which is not contained in this Agreement shall be valid or binding.

17. **WAIVER**

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

18. **JURISDICTION**

The parties hereby understand and agree that this Agreement, and the attachments hereto, have

been negotiated and executed in the State of California and shall be governed by, and construed under, the laws of the State of California.

19. **AMENDMENTS**

No addition to, or modification of, any provision contained in this Agreement shall be effective unless fully set forth in writing *and* signed by the authorized representative of both of the parties hereto.

20. **INTERPERTATION AND OPPORTUNITY TO COUNSEL**

The parties hereto acknowledge and agree that each has been given an opportunity to independently review this Agreement with legal counsel. In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein and no presumption shall arise concerning the draftsman of such provision.

21. **SEVERABILITY**

If any term, provision, condition or covenant of the Agreement shall, to any extent, be held invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent provided by law.

22. **EXECUTION OF COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which constitute a single instrument.

23. **SIGNATURES**

In witness therein, we affix our signatures to this Agreement with the full and complete understanding of the relationship between the parties hereto.

The Governing Board of and on Behalf of PVCS

DATED: _____

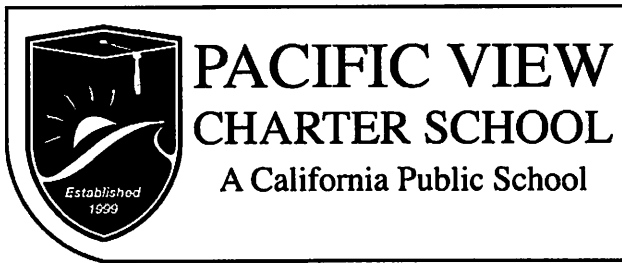
By: _____
John Walters, Board President

DATED: _____

By: _____
Erin Gorence, Executive Director

This Employment Agreement is subject to ratification and approval by the Governing Board of PVCS.

Attachment A – Executive Director Job Description



Administration - EXEMPT Job Description: Executive Director

Description of Position:

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

Duties related to the Board:

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

Duties related to the Staff:

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

Duties related to the Students and the Educational Program:

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

Duties related to Non-Instructional Operations:

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

Duties related to the Community:

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

Requirements:**Education and Experience:**

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

Knowledge, Skills, and Abilities:

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

Physical Demands:

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

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

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

Work Environment:

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

Board Approved: April 19, 2004.

Amended: Effective July 1, 2022 - Board Approved: November 17, 2021

13.1

Pacific View Charter School

Curriculum and Instruction

Policy #7

Independent Study Policy

Instruction:

The Governing Board ("Board") of *Pacific View Charter School* ("*Charter School*") authorizes independent study as an optional alternative instructional strategy by which students may reach curriculum objectives and fulfill graduation requirements. Independent study shall offer a means of individualizing the educational plan for students whose needs may be best met through study outside of the regular classroom setting. *The Charter School shall provide appropriate existing services and resources to enable students to complete their independent study successfully.*

Independent study entails a commitment by both the parent/guardian and the student, and as the student gets older, the student assumes a greater portion of the responsibility involved. The Executive Director or designee shall determine that the prospective independent student understands and is prepared to meet the school's requirements for independent study.

The Board recognizes that independent study may be used as an option to encourage students to remain in school. Each student's Independent Study shall be coordinated, implemented, and continuously evaluated under the general supervision of an assigned certificated employee(s).

Contracts and assignments will stipulate amounts of time allowed to complete assignments for elementary, middle and high school students. Specific programs will establish appropriate checkpoints during the assignment period in order to monitor student progress

The following written policies have been adopted by the Board for implementation at the Charter School:

1. Maximum Length of Assignments: For students in all programs and in all grade levels *at the Charter School*, the maximum length of time that may elapse between the time an assignment is made and the date by which the student must complete the assigned work shall be **five (5) school days**.
2. Missed Assignments/Lack of Satisfactory Progress: When any pupil fails to complete **ten (10) assignments for high school (9-12)** and **fifteen (15) assignments for elementary (TK-8)** during any period of **five(5) school days**, and/or has failed to make satisfactory progress, , the Executive Director or designee shall conduct an evaluation to determine whether it is in the best interest of the pupil to remain in independent study. A written record of the findings of any evaluation conducted pursuant to this Policy shall be treated as a mandatory interim pupil record. This record shall be maintained for a period of three (3)

years from the date of the evaluation and if the pupil transfers to another California public school, the record shall be forwarded to that school.

Lack of Satisfactory progress shall be determined based on all of the following indicators:

(A) The pupil's achievement and engagement in the independent study program, as indicated by the pupil's performance on applicable pupil-level measures of pupil achievement and pupil engagement set forth in paragraphs (4) and (5) of subdivision (d) of Section 52060.

(B) The completion of assignments, assessments, or other indicators that evidence that the pupil is working on assignments.

(C) Learning required concepts, as determined by the supervising teacher.

(D) Progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher.

Any pupil that fails to meet standards in four or more courses in a semester shall be identified as failing to make satisfactory progress.

3. Curriculum for all students is aligned to grade level state standards and is of equivalent quality and intellectual challenge and rigor as that which would be provided through in-person instruction. For high school grade levels, this shall include access to all courses offered by the Charter School for graduation and approved by the University of California or the California State University as creditable under the A-G admissions criteria.

4. A current written agreement shall be maintained on file for each independent study pupil, including but not limited to, all of the following:

- *The manner, time, frequency, and place for submitting a pupil's assignments and for reporting the pupil's academic progress, and for communicating with a pupil's parent or guardian regarding a pupil's academic progress.*

- *The objectives and methods of study for the pupil's work, and the methods used to evaluate that work.*

- *The specific resources, including materials and personnel, that will be made available to the pupil. These resources shall include confirming or providing access to all pupils to the connectivity and devices adequate to participate in the educational program and complete assigned work.*

- *A statement of the policies adopted herein regarding the maximum length of time allowed between the assignment and the completion of a pupil's assigned work, and the number of missed assignments and level of satisfactory progress allowed prior to an evaluation of whether or not the pupil should be allowed to continue in independent study.*

- *The duration of the independent study agreement, including beginning and ending dates for the pupil's participation in independent study under the agreement. No independent study agreement shall be valid for any period longer than one school year.*

- *A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the pupil upon completion.*

- *A statement detailing the academic and other supports that will be provided to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, individuals with exceptional needs in order to be consistent with the pupil's individualized*

education program or plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils in foster care or experiencing homelessness, and pupils requiring mental health supports.

· The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no pupil may be required to participate. In the case of a pupil who is referred or assigned to any school, class or program pursuant to Education Code Section 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the pupil through independent study only if the pupil is offered the alternative of classroom instruction.

· Each written agreement shall be signed, prior to the commencement of independent study, by the pupil, the pupil's parent, legal guardian, or care giver, if the pupil is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the pupil. For purposes of this paragraph "caregiver" means a person who has met the requirements of Part 1.5 (commencing with Section 6550) of the Family Code. Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the department, that may be a marking that is either computer generated or produced by electronic means and is intended by the signatory to have the same effect as a handwritten signature. The use of an electronic signature shall have the same force and effect as the use of a manual signature if the requirements for digital signatures and their acceptable technology, as provided in Section 16.5 of the Government Code and in Chapter 10 (commencing with Section 22000) of Division 7 of Title 2 of the California Code of Regulations, are satisfied.

5. The following Tiered Re-Engagement Strategies will be implemented for all students who are not generating attendance for more than three schooldays or 60 percent of the instructional day in the school week, or 10 percent of required minimum instructional time over four continuous weeks of a local educational agency's approved instructional calendar, pupils found not participatory pursuant to Section 51747.5 for more than the greater of three schooldays or 60 percent of the scheduled days of synchronous instruction in a school month as applicable by grade span, or who are in violation of the written agreement:

- Verification of current contact information
- Notification to parent or guardian of lack of participation within one school day of the recording of a non-attendance day absence or lack of participation
- Outreach from the Charter School to determine pupil needs including connection with health and social services as necessary.
- Conference held with pupil, parent and educator to review the pupil's written agreement and progress and reconsider the independent study program's impact on the pupil's achievement and well being, consistent with the evaluation for satisfactory progress as defined by this board policy.

6. Synchronous learning opportunities will be offered at minimum:

Daily for students in grades K -3rd

Weekly for students in grades 4-12

Live interactions will be offered daily for students in grades 4-8.

7. When families request a return to in person instruction the school will work with families to identify options in or around the pupil's school district of residence for in person instruction to

assist the family in their transition to in-person instruction expeditiously and in no case, later than five instructional days. A meeting will be held to discuss options.

8. The Charter School shall comply with the Education Code Sections 51745 through 51749.3 and the provisions of the Charter Schools Act of 1992 and the State Board of Education regulations adopted there-under.

9. The Executive Director shall establish regulations to implement these policies in accordance with the law.

Adopted: 11-02-04

Amended: 11-17-11

5.19.2020

7-20-2021