

**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, June 16, 2015**  
**5:00pm**

- |  |  |             |
|--|--|-------------|
| 1.0  | <u>Call to Order/Roll Call</u>   |             |
| 2.0  | <u>Approval of Agenda</u>  | Action      |
| 3.0  | <u>Pledge of Allegiance</u>  |             |
| 4.0  | <u>Public Comment Closed Session</u>   |             |
| 5.0  | <u>Closed Session</u>  |             |
| 5.1  | Consideration of expelled student #22250 from San Dieguito to attend Pacific View Charter School (Ed.Code 48918) | Action      |
| 6.0  | <u>Report Out To Public Action Taken In Closed Session</u>   |             |
| 5.1  |  |             |
| 7.0  | <u>Public Comment</u>  |             |
| 8.0  | <u>Introductions</u>   |             |
| 9.0  | <u>Executive Director's Report</u>   | Information |
| 10.0   | <u>Treasurer's Report Ending May 31, 2015</u>  | Information |
| 11.0   | <u>Consent Calendar</u>  |             |
| <p>The 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.</p> |  |             |
| 11.1   | Minutes from Board Meeting of May 19, 2015   |             |
| 12.0   | <u>Action/Discussion Items</u>   |             |
| 12.1   | 2015-16 Working Adopted Budget   | Action      |
| 12.2   | 2015-16 School Services Agreement  | Action      |
| 12.3   | 2015-16 Charter School Business Consultant Agreement   | Action      |
| 12.4   | 2014/15 Executive Director End of Year Report  | Information |
| 12.5   | Website Privacy Policy   | Action      |

- |       |   |                    |
|-------|---|--------------------|
| 12.6  | RTI Presentation  | <b>Information</b> |
| 12.7  | Injury & Illness Prevention Program Annual Approval<br>The only change on this item is the date | <b>Action</b>      |
| 12.8  | By-laws Revision<br>This item revises Article VI Section 3 Appointment & Election               | <b>Action</b>      |
| 12.9  | Charter Revision<br>This item revises the language in Element #4 of the Charter                 | <b>Action</b>      |
| 12.10 | US Mailing House Estimate<br>This item is for direct mail to local homes                        | <b>Action</b>      |
| 12.11 | New Board Trustee- Martha Brown   | <b>Action</b>      |
- 
- 13.0      **Curriculum**
- |      |                           |               |
|------|---------------------------|---------------|
| 13.1 | Graduation Requirements   | <b>Action</b> |
| 13.2 | Driver's Education Course | <b>Action</b> |
- 
- 14.0      **Personnel**
- |      |  |               |
|------|--|---------------|
| 14.1 | College Liaison Job Description & Salary Schedule<br>This is a new position that has been created  | <b>Action</b> |
| 14.2 | Site Supervisor Job Description<br>This item revises the previous approved documents Education and Experience to read Valid California Teaching Credential | <b>Action</b> |
- 
- 15.0      **Closed Session**
- 5.2 Conference with Labor Negotiators (Gov.Code 54957.6)  
Agency designated representatives: Sandra R. Benson & Kira Fox
- 5.3 Employee Performance Evaluation-Contract (Gov Code 54957)  
Title: Executive Director
- 
- 16.0      **Report Out To Public Action Taken In Closed Session**
- 5.2
- 5.3
- 17.0      **Board/Staff Discussion**
- 16.0      **Adjournment**

10.0

PACIFIC VIEW CHARTER SCHOOL

BOARD OF TRUSTEES' MEETING

June 16, 2015

2014/15 TREASURER'S REPORT  
FOR PERIOD ENDING May 31, 2015

# PACIFIC VIEW CHARTER SCHOOL

## Treasurer's Report

June 16, 2015 Board Meeting

2013/14 - Charter Schools Enterprise Fund 62-00 & Capital Outlay Fund 62-01

Statement of Activities for the Period Ending May 31, 2015

Revenues			2014/15	2014/15	#	Year-to-Date		%
<u>Object</u>	<u>Resource</u>	<u>Description</u>	<u>Adopted</u>	<u>Revised</u>		<u>7/1/14-05/31/15</u>	<u>Remaining</u>	<u>Budget</u>
			<u>Budget</u>	<u>Budget</u>		<u>Transactions</u>	<u>Budget</u>	<u>Remaining</u>
8011	0000	Local Control Funding Formula	1,975,997	1,940,895		1,802,447	138,448	7%
8011	0000	Education Protection Act	482,500	593,526		473,414	120,112	20%
8096	0000	Transfer to Charter School Revenue Limit	965,565	844,424		782,039	62,385	7%
8550	0000	Mandated Cost Reimbursement	17,485	46,436		46,436	0	0%
8560	1100	Lottery	59,336	60,870		32,893	27,977	46%
8560	6300	Restricted Lottery	14,356	16,096		1,740	14,356	89%
8590	0000	Categorical Block Grant/Other State Funding	1,450	1,549		98	1,451	94%
8590	7405	Common Core Standards	0	0		0	0	0%
8660	0000	Interest	2,000	6,100		4,911	1,189	19%
8699	0000	All Other Local Revenue	8,000	24,383		9,755	14,628	60%
8919	0000	Other Authorized Interfund Transfers	0	0		0	0	0%
<b>Grand Total All Revenues:</b>			<b><u>3,526,689</u></b>	<b><u>3,534,279</u></b>		<b><u>3,153,732</u></b>	<b><u>380,547</u></b>	<b><u>11%</u></b>

## Expenditures

<u>Object</u>	<u>Certificated Personnel Salaries</u>							
1100	Teacher	1,252,865	1,222,408	1,038,901	183,507	15%		
1300	Supervisors and Administrators	217,242	245,814	227,710	18,104	7%		
1900	Other Certificated	0	0	350	-350	0%		
<b>Total Certificated Personnel Salaries:</b>		<b><u>1,470,107</u></b>	<b><u>1,468,222</u></b>	<b><u>1,266,960</u></b>	<b><u>201,262</u></b>	<b><u>14%</u></b>		

# PACIFIC VIEW CHARTER SCHOOL

## Treasurer's Report June 16, 2015 Board Meeting

### 2013/14 - Charter Schools Enterprise Fund 62-00 & Capital Outlay Fund 62-01 Statement of Activities for the Period Ending May 31, 2015

	<u>Description</u>	<b>2014/15 Adopted Budget</b>	<b>2014/15 Revised Budget</b>	<b>Year-to-Date 7/1/14-05/31/15 Transactions</b>	<b>Remaining Budget</b>	<b>% Budget Remaining</b>
<b>Object</b>	<b><u>Classified Personnel Salaries</u></b>					
2100	Instructional Aides	28,515	29,656	27,279	2,377	8%
2300	Supervisors and Administrators	71,810	76,990	71,005	5,985	8%
2400	Clerical, Technical and Office	230,167	240,895	221,005	19,890	8%
2900	Other Classified Salaries	0	0	0	0	0%
	<b>Total Classified Personnel Salaries:</b>	<b>330,492</b>	<b>347,541</b>	<b>319,290</b>	<b>28,251</b>	<b>8%</b>
	<b><u>Total Employee Benefits:</u></b>	<b>494,976</b>	<b>419,736</b>	<b>348,188</b>	<b>71,548</b>	<b>17%</b>
	<b><u>Books and Supplies</u></b>					
4100	Textbooks	2,300	2,377	801	1,576	66%
4200	Books and Other Reference Materials	0	0	0	0	0%
4300	Materials and Supplies	113,828	139,464	76,923	62,541	45%
4400	Non Capitalized Equipment	0	0	0	0	0%
	<b>Total Books and Supplies:</b>	<b>116,128</b>	<b>141,841</b>	<b>77,724</b>	<b>64,117</b>	<b>45%</b>
	<b><u>Services and Other Operating Expenditures</u></b>					
5200	Travel and Conferences	49,583	60,327	36,123	24,204	40%
5300	Dues and Memberships	7,275	7,288	5,453	1,835	25%
5500	Operations and Housekeeping Services	30,000	30,000	21,614	8,386	28%
5600	Rentals, Leases, Repairs, and Non capitalized Improvements	0	0	0	0	0%
5800	<b>Professional Consulting Services &amp; Operating Expenses</b>	968,562	1,037,284	888,117	149,167	14%

# PACIFIC VIEW CHARTER SCHOOL

## Treasurer's Report

June 16, 2015 Board Meeting

2013/14 - Charter Schools Enterprise Fund 62-00 & Capital Outlay Fund 62-01  
Statement of Activities for the Period Ending May 31, 2015

<u>Description</u>		2014/15 Adopted Budget	2014/15 Revised Budget	Year-to-Date 7/1/14-05/31/15 Transactions	Remaining Budget	% Budget Remaining
<b>Object</b>	<b><u>Services &amp; Other Operating Expenses (con't)</u></b>					
5900	Communications	5,936	7,336	5,828	1,508	21%
	Total Services & Other Operating Expenses:	1,061,356	1,142,235	957,134	185,101	16%
6XXX	<b><u>Capital Outlay</u></b>	0	0	0	0	0%
7XXX	<b><u>Other Outgo and Transfers Out</u></b>					
	Grand Total All Expenditures:	<u>3,473,059</u>	<u>3,519,575</u>	<u>2,969,297</u>	<u>550,278</u>	<u>16%</u>
	Beginning Fund Balance	2,349,019	2,618,807			
	Increase/Decrease	53,630	14,704			
	Ending Fund Balance	2,402,649	2,633,511			
9711	000 Reserve for Revolving Cash	200	200			
9770	000 Designated for Economic Uncertainties	104,192	105,587			
9780	009 Deferred Maintenance Reserve	50,000	50,000			
9780	008 Erate/100 Laptops/Laptop Cart	14,848	14,848			
9780	007 Facilities Reserve	150,000	150,000			
9780	000 Land/Bldg/Deprec/Comp Absence/Growth	1,861,697	2,091,163			
9780	012 Long Term Debt Reserve (Building)	217,571	217,571			
9780	013 Long Term Debt Reserve (Automobile)	4,141	4,141			

11.1



# 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, May 19, 2015

Board Minutes

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

President Walters called the meeting to order at 5:03 pm with all Trustees present.

## **2.0 Approval of Agenda**

Moved by President Walters and seconded by Trustee Deegan to approve the agenda removing item 13.14 and changing the step on 12.4 to 11.

AYES: Walters, Deegan

NOES: None

ABSTAIN: None

## **3.0 Pledge of Allegiance**

The Pledge of allegiance was led by President Walters

## **4.0 Public Comment Closed Session**

No Public Comment

## **5.0 Closed Session**

The Board convened to Closed Session at 5:06pm

**5.1** Labor Negotiations

## **6.0 Report Out to Public Action Taken In Closed Session**

The Board reconvened to Open Session at 5:15pm

**5.1** No reportable action

## **7.0 Public Comment**

None

## **8.0 Introductions**

Kathy Meck, Lead K-8 Supervisory Teacher; Erin Gorence, Director of Curriculum; Kathi Cohen, Lead High School Supervisory Teacher; Gayl Johnson,

Director of Student Services; Lori Bentley, Human Resources & Business Specialist; Sandra Benson, Business Consultant

## **9.0 Executive Director's Report**

- + Smarter Balanced Assessment California (SBAC) will begin next week for our elementary students
- + The MiraCosta Ambassador will be here at the end of the month to meet with students
- + We have several staff members and two students that attended the Annual CCSA Advocacy Day in Sacramento May 5
- + We had a staff training on May 6 for our new Learning Management System (LMS) Schoology
- + CAHSEE testing began on May 12
- + Our annual Science Fair was held on May 12 for 8<sup>th</sup> graders. Some of the experiments included human behaviors, physics, chemistry, technology, and finger prints
- + Dr. Lisa Boesky presented a day long professional development on Mental Health to all staff on May 13 with the focus on students
- + Certificated staff were celebrated on May 13 with morning refreshments of bagels, coffee, fruit, yogurt and Danish. Lunch was also provided from Olive Garden.
- + The Director of Student Services and our Lead Instructional Aide transported students to MiraCosta College on May 15 for a field trip to the Auto Technology department
- + We are continuing to work on our WASC and LCAP documents. Surveys were sent out to staff and parents
- + We conducted second semester Fire Drill
- + Sandy and I will be traveling to Moreno Valley to investigate possible sites
- + Just a reminder that our Graduation is on May 27 at the Oceanside Pier Amphitheater beginning at 5:00pm
- + At this time we have 644 students pre-enrolled for Track 1 beginning July 1

## **10.0 Treasurer's Report for Period Ending March 31, 2015**

- + As you see we are close to the end of the year
- + Revenue increase of \$2500 for Interest and Mandated Costs
- + EPA decrease in LCFF
- + Expenditure increase of \$4665 for the Billboard and the cost will be off set to benefits not used

## **11.0 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.

### **11.1 Minutes from Board Meeting of April 21, 2015**

Moved by Trustee Deegan and seconded by President Walters to approve the minutes as presented.

AYES: Walters, Deegan

NOES: None

ABSTAIN: None

## **12.0 Action/Discussion Items**

**12.1** Moved by Trustee Deegan and seconded by President Walters to approve the Employee Handbook revisions as presented.

AYES: Walters, Deegan

NOES: None

ABSTAIN: None

**12.2** Moved by Trustee Deegan and seconded by President Walters to approve the Crisis Plan as presented.

AYES: Walters, Deegan

NOES: None

ABSTAIN: None

**12.3** Moved by Trustee Deegan and seconded by President Walters to approve the Ratification of the Billboard Agreement as presented.

AYES: Walters, Deegan

NOES: None

ABSTAIN: None

**12.4** Moved by Trustee Deegan and seconded by President Walters to approve the Adjustment to Prior Year Salary Cap changing the step to 11.

AYES: Walters, Deegan

NOES: None

ABSTAIN: None

**12.5** Moved by Trustee Deegan and seconded by President Walters to approve the Annual Update to the Technology Plan as presented.

AYES: Walters, Deegan

NOES: None

ABSTAIN: None

**12.6** Moved by Trustee Deegan and seconded by President Walters to approve \$25K to open escrow with \$100K being deposited within 30 days for the Moreno Valley Facility Acquisition.






AYES: Walters, Deegan

NOES: None

ABSTAIN: None

### **13. Personnel**

#### **13.1 Schoology Presentation – Erin Gorence, Director of Curriculum**

-  New Learning Management System (LMS)
-  Schoology was built to look like Facebook
-  We can replace inappropriate words with our own choice of words
-  System tracks analytics for teacher review
-  Personalize learning in a digital way

**13.2 Read & Math 180** pulled from this month's meeting will revisit next month

**13.3** Moved by Trustee Deegan and seconded by President Walters to approve the Edgenuity Courses and Course Numbers as presented.

AYES: Walters, Deegan

NOES: None

ABSTAIN: None

**13.4-7** Moved by Trustee Deegan and seconded by President Walters to approve Cartooning, Computer Programming with Scratch, Math 1A\*B, Math 2A&B, and the Exit Course as presented.

AYES: Walters, Deegan

NOES: None

ABSTAIN: None

**13.8-10** Moved by Trustee Deegan and seconded by President Walters to approve PE 1.2.3&4, Keyboarding A&B and Introductory Course as presented.

AYES: Walters, Deegan

NOES: None

ABSTAIN: None

**13.11-12** Moved by Trustee Deegan and seconded by President Walters to approve English 11 A& B and English 12 A&B as presented.

AYES: Walters, Deegan

NOES: None

ABSTAIN: None






**13.13** Moved by Trustee Deegan and seconded by President Walters to approve changing the name of our Contemporary Living Course to Health Course as presented.

AYES: Walters, Deegan

NOES: None

ABSTAIN: None

#### **14. Personnel**

-  The Executive Director discussed the process used for evaluating the position
-  Proposing that the process be more of a conversation documenting the strengths, area of growth and goals
-  The document will address where we want the school to go in regards to the above topics
-  I will create the document and email to you so that you can build on the responses
-  Next month we can combine both documents during the evaluation

#### **15. Board/Staff Discussion – None**

#### **16. Adjournment**

President Walters adjourned the meeting at 6:05pm

12.1

PACIFIC VIEW CHARTER SCHOOL

BOARD OF TRUSTEES' MEETING

June 16,2015

2015/16 WORKING/ADOPTED BUDGET

**Pacific View Charter School**  
**2015/16 Proposed/Adopted Budget**  
**Financial Summary – June 16, 2015**

Legislation outlined in Education Code Section 47604.33 requires Charter Schools to report their financial statements four times a year to their Sponsoring District, County Office of Education, and the California Department of Education. The financial reporting includes Budget Adoption, First Interim, Second Interim and Unaudited Actuals. The enclosed financial reports provide an update and detail of the School's 2015/16 financial status, Proposed/Adopted 2015/16 Budget and projections for two subsequent fiscal years. The 2015/16 Budget will require the Board's review and action.

The Proposed/Adopted 2015/16 Budget includes the following items:

- ✓ 2015/16 Proposed/Adopted Multi-year Projection and Assumptions
- ✓ 2015/16 Proposed/Adopted LCFF Spreadsheets & Charts
- ✓ 2015/16 School Services of California Dart Board
- ✓ 2015/16 Proposed/Adopted Charter School Certification – Form CB

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

	K-3	4-6	7-8	9-12
LCFF Base Grants	7,122	7,228	7,444	8,625
Supplemental Grants	20%	20%	20%	20%
Concentration Grants	50%	50%	50%	50%

- The School has a Memorandum of Understanding with the Oceanside Unified School District (OUSD) to provide special education services to our students. OUSD receives all PVCS's NCCSE revenue in exchange for the programs and services provided to our students.



**Pacific View Charter School  
2015/16 Proposed/Adopted Budget  
Financial Summary – June 16, 2015**

**Proposed/Adopted Budget Enrollment and Average Daily Attendance (A.D.A.)**

	2014/15	2015/16	2016/17	2017/18
Enrollment	469	564	669	669
A.D.A.	448.58	539.88	639.88	639.88
A.D.A. Ratio	95.65%	95.72%	95.65%	95.65%

The enclosed reports provide updated, detailed financial information for our 2015/16 budget and projections for the subsequent two fiscal years. Following are the major highlights of the 2015/16 budget which form the foundation for the Executive Director's Goals and the School's Mission.

1. Acquisition of facility and staffing for the Moreno Valley Learning Center
2. Additional instructional materials for Read 180 and additional program for the Moreno Valley Learning Center
3. Restructure of the K-8 program
4. Increase family counseling services for Oceanside and Moreno Valley sites
5. Purchase of Edgenuity Curriculum
6. Purchase of Schoology – Learning Management System
7. Increase implementation of 1:1 computers in grade 9
8. Purchase of additional Chromebooks
9. Creation of Common Core collaborative classrooms
10. Two warehouses to classroom conversion project
11. Common Core Professional Development
12. Smarterbalanced Testing Professional Development
13. Technology Professional Development
14. Identify and support unduplicated count students

**LCFF Calculator Universal Assumptions**

Pacific View Charter (3731221)

**Summary of Funding**

		2013-14		2014-15		2015-16		2016-17		2017-18		2018-19		2019-20
Target	\$	4,168,642	\$	4,229,839	\$	5,546,452	\$	6,818,330	\$	7,040,651	\$	7,237,604	\$	7,237,604
Floor		<b>2,978,589</b>		<b>3,061,589</b>		<b>4,170,814</b>		<b>5,464,721</b>		<b>5,785,659</b>		<b>6,117,354</b>		<b>6,244,056</b>
Applied Formula: Target or Floor		FLOOR		FLOOR		FLOOR		FLOOR		FLOOR		FLOOR		FLOOR
Remaining Need after Gap <i>(informational only)</i>		1,047,226		827,705		932,820		1,032,668		923,298		993,550		993,548
Current Year Gap Funding		142,827		340,545		442,818		320,941		331,694		126,700		-
Economic Recovery Target		-		-		-		-		-		-		-
Additional State Aid		-		-		-		-		-		-		-
<b>Total Phase-In Entitlement</b>	<b>\$</b>	<b>3,121,416</b>	<b>\$</b>	<b>3,402,134</b>	<b>\$</b>	<b>4,613,632</b>	<b>\$</b>	<b>5,785,662</b>	<b>\$</b>	<b>6,117,353</b>	<b>\$</b>	<b>6,244,054</b>	<b>\$</b>	<b>6,244,056</b>

**Components of LCFF By Object Code**

		2012-13		2013-14		2014-15		2015-16		2016-17		2017-18		2018-19		2019-20
8011 - State Aid	\$	1,308,667	\$	1,613,369	\$	1,924,034	\$	2,957,910	\$	4,010,849	\$	4,358,326	\$	4,861,447	\$	5,264,549
8011 - Fair Share		-		-		-		-		-		-		-		-
8311 & 8590 - Categoricals		305,189		-		-		-		-		-		-		-
8012 - EPA		617,714		568,485		586,884		744,988		844,589		806,199		403,100		-
Local Revenue Sources:																
8021 to 8048 - Property Taxes		-		-		-		-		-		-		-		-
8096 - In-Lieu of Property Taxes		944,502		939,562		891,216		910,734		930,224		952,828		979,507		979,507
Property Taxes net of in-lieu		-		-		-		-		-		-		-		-
<b>TOTAL FUNDING</b>	<b>\$</b>	<b>3,176,072</b>	<b>\$</b>	<b>3,121,416</b>	<b>\$</b>	<b>3,402,134</b>	<b>\$</b>	<b>4,613,632</b>	<b>\$</b>	<b>5,785,662</b>	<b>\$</b>	<b>6,117,353</b>	<b>\$</b>	<b>6,244,054</b>	<b>\$</b>	<b>6,244,056</b>
Excess Taxes	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
EPA in excess to LCFF Funding	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-

Summary of Student Population							
	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
<b>Unduplicated Pupil Population</b>							
Agency Unduplicated Pupil Count	229.50	198.00	423.00	423.00	423.00	423.00	423.00
COE Unduplicated Pupil Count	-	-	-	-	-	-	-
Total Unduplicated pupil Count	229.50	198.00	423.00	423.00	423.00	423.00	423.00
Rolling %, Supplemental Grant	53.7500%	57.3900%	66.3200%	72.7500%	77.6100%	77.6100%	77.6100%
Rolling %, Concentration Grant	53.7500%	57.3900%	66.3200%	66.4400%	66.4400%	66.4400%	66.4400%
<b>FUNDED ADA</b>							
<b>Adjusted Base Grant ADA</b>	<i>Current Year</i>	<i>Current Year</i>	<i>Current Year</i>	<i>Current Year</i>	<i>Current Year</i>	<i>Current Year</i>	<i>Current Year</i>
Grades TK-3	28.60	21.52	28.60	28.60	28.60	28.60	28.60
Grades 4-6	23.27	15.53	23.27	23.27	23.27	23.27	23.27
Grades 7-8	33.89	23.76	33.89	33.89	33.89	33.89	33.89
Grades 9-12	362.82	379.12	454.12	554.12	554.12	554.12	554.12
<b>Total Adjusted Base Grant ADA</b>	<b>448.58</b>	<b>439.93</b>	<b>539.88</b>	<b>639.88</b>	<b>639.88</b>	<b>639.88</b>	<b>639.88</b>
<b>Necessary Small School ADA</b>	<i>Current year</i>	<i>Current year</i>	<i>Current year</i>	<i>Current year</i>	<i>Current year</i>	<i>Current year</i>	<i>Current year</i>
Grades TK-3	-	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-	-
<b>Total Necessary Small School ADA</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total Funded ADA</b>	<b>448.58</b>	<b>439.93</b>	<b>539.88</b>	<b>639.88</b>	<b>639.88</b>	<b>639.88</b>	<b>639.88</b>
<b>ACTUAL ADA (Current Year Only)</b>							
Grades TK-3	28.60	21.52	28.60	28.60	28.60	28.60	28.60
Grades 4-6	23.27	15.53	23.27	23.27	23.27	23.27	23.27
Grades 7-8	33.89	23.76	33.89	33.89	33.89	33.89	33.89
Grades 9-12	362.82	379.12	454.12	554.12	554.12	554.12	554.12
<b>Total Actual ADA</b>	<b>448.58</b>	<b>439.93</b>	<b>539.88</b>	<b>639.88</b>	<b>639.88</b>	<b>639.88</b>	<b>639.88</b>
<i>Funded Difference (Funded ADA less Actual ADA)</i>	-	-	-	-	-	-	-

Minimum Proportionality Percentage (MPP)							
	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
Current year estimated supplemental and concentration grant funding in the LCAP year	\$ 138,683	\$ 284,105	\$ 272,462	\$ 326,026	\$ 143,417	\$ -	-
Current year Minimum Proportionality Percentage (MPP)	4.25%	6.56%	4.94%	5.63%	2.35%	0.00%	



# SSC School District and Charter School Financial Projection Dartboard

## 2015-16 Governor's Proposed State Budget

E-34

This version of SSC's Financial Projection Dartboard is based on the 2015-16 Governor's Proposed State Budget. We have updated the cost-of-living adjustment (COLA), Consumer Price Index (CPI), and ten-year T-bill planning factors per the latest economic forecasts. We have also updated the Local Control Funding Formula (LCFF) factors. We rely on various state agencies and outside sources in developing these factors, but we assume responsibility for them with the understanding that they are general guidelines.

LCFF ENTITLEMENT FACTORS				
Entitlement Factors per ADA	K-3	4-6	7-8	9-12
2014-15 Initial Grants	\$7,011	\$7,116	\$7,328	\$8,491
COLA at 1.58%	\$111	\$112	\$116	\$134
2015-16 Base Grants	\$7,122	\$7,228	\$7,444	\$8,625

Entitlement Factors per ADA	K-3	4-6	7-8	9-12
2015-16 Base Grants	\$7,122	\$7,228	\$7,444	\$8,625
Adjustment Factors	10.40% CSR	-	-	2.6% CTE
CSR and CTE amounts	\$741	-	-	\$224
2015-16 Adjusted Base Grants	\$7,863	\$7,228	\$7,444	\$8,849

Supplemental Grants (% Adj. Base)	20%	20%	20%	20%
Concentration Grants	50%	50%	50%	50%
Concentration Grant Threshold	55%	55%	55%	55%

LCFF DARTBOARD FACTORS						
Factor	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
LCFF Planning Factors	SSC Simulator <sup>1</sup>	SSC Simulator <sup>1</sup>	SSC Simulator <sup>2</sup>	SSC Simulator <sup>2</sup>	—	—
SSC LCFF Gap Funding Percentage	29.15%	32.19%	11.00%	12.82%	—	—

PLANNING FACTORS						
Factor	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
Statutory COLA	0.85%	1.58%	2.10%	2.50%	2.70%	2.60%
COLA on state and local share only of Special Education, Child Nutrition, American Indian Education Centers/American Indian Early Childhood Education	0.85%	1.58%	2.10%	2.50%	2.70%	2.60%
California CPI	1.80%	2.10%	2.50%	2.90%	2.80%	2.50%
California Lottery <sup>3</sup>	Base	\$128	\$128	\$128	\$128	\$128
	Proposition 20	\$34	\$34	\$34	\$34	\$34
Interest Rate for Ten-Year Treasuries	2.20%	2.50%	2.80%	3.00%	3.10%	2.90%
CalPERS Employer Rate	11.771%	12.60%	15.00%	16.60%	18.20%	19.90%
CalSTRS Employer Rate	8.88%	10.73%	12.58%	14.43%	16.28%	18.13%

RESERVES		
State Reserve Requirement	District ADA Range	Reserve Plan <sup>4</sup>
The greater of 5% or \$64,000	0 to 300	SSC recommends one year's increment of planned revenue growth
The greater of 4% or \$64,000	301 to 1,000	
3%	1,001 to 30,000	
2%	30,001 to 400,000	
1%	400,001 and higher	

<sup>1</sup> Go to the SSC LCFF Simulator™ at [www.sscal.com](http://www.sscal.com). Your LCFF amounts for multiyear planning purposes will be provided based on your district-specific data.

<sup>2</sup> For the forecast years, the total dollar amount needed to fund the statutory COLA is applied to the SSC LCFF Simulator™.

<sup>3</sup> The forecast for Lottery funding per ADA includes both base (unrestricted) funding and the amount restricted by Proposition 20 (2000) for instructional materials. Lottery funding is initially based on prior-year annual ADA—and is ultimately based on current-year annual ADA—multiplied by the historical statewide average excused absence factor of 1.04446.

<sup>4</sup> District reserve requirements as stated in the State Board of Education (SBE) adopted criteria and standards based solely on district size is not as relevant when financial volatility and exposure is disparate under the LCFF. We recommend that every district first observe the current SBE-required reserve for the traditional economic uncertainties. We also recommend the establishment of a separate reserve based on the annual LCFF revenue increase projected for the district in Year 2 and Year 3 of the multiyear projection. We recommend that the district develop a plan to, over time, set aside one year's growth in LCFF funding as a reserve due to the potential volatility inherent in state revenues. Within that set aside, we also recommend assigning the supplemental and concentration dollars.

Pacific View Charter School  
Working Adopted Budget  
Charter Number 247  
CDE Number 37-73569  
Fiscal Year 2015-16  
Charter School Certification

2015-16 Working Adopted Budget is hereby submitted to the chartering authority and the county superintendent of schools.

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

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

Printed Name: Gina Campbell, Executive Director

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For additional information on the Working Adopted Budget, please contact:

Kira Fox, Director of Central Office and Finance

760-757-0161 Ext. 105

kfox@pacifiview.org

**PACIFIC VIEW CHARTER SCHOOL  
MULTI-YEAR PROJECTION  
2015-2018 Proposed/Adopted Budget**

ENTERPRISE FUND		2014-15 Estimated Actuals Budget	2015-16 Working/ Adopted Budget	2016-17 Projected Budget	2017-18 Projected Budget
<b>A. REVENUES</b>					
1) Revenue Limit Sources	8010-8099	3,378,845	4,613,632	5,785,662	6,117,353
2) Other Federal Revenues	8100-8299	0	0	0	0
3) Other State Revenues	8300-8599	124,951	100,631	116,831	116,691
4) Other Local Revenues	8600-8799	29,383	11,600	12,412	13,281
<b>5) TOTAL REVENUES</b>		<b>3,533,179</b>	<b>4,725,863</b>	<b>5,914,905</b>	<b>6,247,325</b>
<b>B. EXPENDITURES</b>					
1) Certificated Salaries	1000-1999	1,468,222	1,771,618	1,992,483	2,072,182
2) Classified Salaries	2000-2999	347,541	340,836	409,469	425,848
3) Employee Fringes	3000-3999	419,736	525,534	664,909	783,266
4) Books, Supplies, Non-Capital Equip	4000-4999	141,841	281,695	357,521	382,548
5) Services, Other Operating Exp	5000-5999	1,142,235	1,671,313	2,121,233	2,269,720
7) Other Outgo	7100-7299	0	0	0	0
8) Direct Support/Indirect Costs	7300-7399	0	0	0	0
<b>9) TOTAL EXPENDITURES</b>		<b>3,519,575</b>	<b>4,590,996</b>	<b>5,545,615</b>	<b>5,933,564</b>
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES &amp; USES</b>		<b>13,604</b>	<b>134,867</b>	<b>369,290</b>	<b>313,761</b>
<b>D. Other Financing Sources/Uses</b>					
1) Interfund Transfers In - 8919					
2) Interfund Transfers Out - 7619		0			
<b>E. Net Increase(Decrease) in Fund Balance</b>		<b>13,604</b>	<b>134,867</b>	<b>369,290</b>	<b>313,761</b>
<b>F. FUND BALANCE, RESERVES</b>					
1) Fund 62/62-01 Beginning Balance/July 1		2,618,807	2,632,411	2,767,278	3,136,568
2) Ending Balance		2,632,411	2,767,278	3,136,568	3,450,329
<b>Components of Fund Balance</b>					
Restricted for Econ Uncert.		105,587	137,730	166,368	178,007
Restricted for Special Purposes		2,526,824	2,629,548	2,970,199	3,272,322
Undesignated		0	0	0	0
<b>Total Components of Fund Balance</b>		<b>2,632,411</b>	<b>2,767,278</b>	<b>3,136,568</b>	<b>3,450,329</b>
<b>SPECIAL RESERVE FUND FOR CAPITAL OUTLAY PROJECTS</b>		<b>387,368</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>SPECIAL RESERVE FUND FOR CAPITAL OUTLAY WILL BE EXPENDED ON BUILDING PURCHASE In 2015/16</b>					

**PACIFIC VIEW CHARTER SCHOOL  
MULTI-YEAR PROJECTION  
2015-2018 Proposed/Adopted Budget**

		<b>2014-15 Estimated Actuals</b>	<b>2015-16 Working/ Adopted</b>	<b>2016-17 Projected Budget</b>	<b>2017-18 Projected Budget</b>
Designated for Economic Uncertainty	9770-000	105,587	137,730	166,368	178,007
<b>TOTAL</b>		<b>105,587</b>	<b>137,730</b>	<b>166,368</b>	<b>178,007</b>
Revolving Cash Reserve	9711-000	200	200	200	200
Deferred Maintenance Reserve	9780-009	50,000	50,000	50,000	50,000
Laptops/Laptop Cart Replacements	9780-008	14,848	14,848	15,293	15,752
Payroll/Facilities Reserve	9780-007	150,000	150,000	150,000	150,000
Land/Bldg/Deprec/Growth	9780-000	2,090,064	2,192,788	2,737,289	3,251,624
Long Term Debt Reserve (Building)	9780-012	217,571	217,571	217,571	217,571
Long Term Debt Reserve (Automobile)	9780-013	4,141	4,141	4,141	4,141
<b>TOTAL</b>		<b>2,526,824</b>	<b>2,629,548</b>	<b>3,174,494</b>	<b>3,689,288</b>
Undesignated	9790-000	(0)	0	(204,295)	(416,967)
<b>TOTAL</b>		<b>(0)</b>	<b>0</b>	<b>(204,295)</b>	<b>(416,967)</b>
<b>TOTAL RESERVES</b>		<b>2,632,411</b>	<b>2,767,278</b>	<b>3,340,863</b>	<b>3,867,295</b>

**PACIFIC VIEW CHARTER SCHOOL  
MULTI-YEAR PROJECTION  
2015-2018 Proposed/Adopted Budget**

	2015-16 PROJECTED	2016-17 PROJECTED	2017-18 PROJECTED
<b><u>REVENUE</u></b>			
1. COLA	1.58%	2.10%	2.50%
2. LOTTERY	\$162.00	\$162.00	\$162.00
3. ENROLLMENT ESTIMATES			
Totals	564	669	669
4. ENROLLMENT INCREASE(DECREASE)	100	105	0
5. REVENUE LIMIT ADA	539.88	639.88	639.88
<b><u>EXPENDITURES</u></b>			
1. FRINGE BENEFIT RATES			
STRS State Teachers Retirement System	9.60%	13.160%	16.72%
PERS Public Employee Retirement System	11.847%	13.047%	14.247%
Social Security	6.20%	6.20%	6.20%
Medicare	1.45%	1.45%	1.45%
SUI State Unemployment Insurance/ 09/10 .30%	1.10%	1.10%	1.10%
Workers Compensation/09/10 1.80%	1.89%	1.89%	1.89%
Health Insurance cost per year	\$ 198,933	\$ 218,826	\$ 240,709
Books and Supplies/Other Operating Services	7%	7%	7%



**PACIFIC VIEW CHARTER SCHOOL  
MULTI-YEAR PROJECTION  
2015-2018 Proposed/Adopted Budget**

<b>REVENUES</b>	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>
<i>Total Student Enrollment</i>	564	669	669
<i>Total Student ADA</i>	539.88	639.88	639.88
<i>Student ADA at 95.69% - MS - Grade K-3</i>	28.60	28.60	28.60
<i>Student ADA at 95.69% - MS - Grade 4-6</i>	23.27	23.27	23.27
<i>Student ADA at 95.69% - MS - Grade 7-8</i>	33.89	33.89	33.89
<i>Student ADA at 95.69% - HS - Grade 9-12</i>	454.12	554.12	554.12
<b>Revenue Limit Sources</b>			
0000-000 8011 LCFF Base Funding	2,685,448	3,738,387	4,032,300
0000-000-8011-001 LCFF Base Funding Prior Year	0	0	0
0000-500-8011 Supplemental & Concentration Grants	272,462	272,462	326,026
0000-500-8011-001 Supplemental & Concentratio Grants PY	0	0	0
1400-000-8012 Education Protection Account	744,988	844,589	806,199
1400-000-8012-001 Education Protection Account Prior Year	0	0	0
0000-000-8096 In lieu of Property Taxes-Included in Prin Appor	910,734	930,224	952,828
0000-000-8096-001 In lieu of Property Tax Prior Year	0	0	0
<b>TOTALS</b>	<b>4,613,632</b>	<b>5,785,662</b>	<b>6,117,353</b>
<b>Other State Revenues</b>			
0000-000-8550 Mandated Costs	27,035	27,035	27,035
1100-000-8560 State Lottery - CY Unrestricted	57,486	70,286	70,286
1100-000-8560-001 State Lottery - Prior Year Unrestricted	0	0	0
6300-000-8560 State Lottery - CY Restricted	15,270	18,670	18,530
6300-000-8560-001 State Lottery Restricted Adjustment	0	0	0
Various-8590 Star/CAHSEE Testing Revenue	840	840	840
Various-8590-001 Star/CAHSEE Testing Revenue	0	0	0
<b>TOTALS</b>	<b>100,631</b>	<b>116,831</b>	<b>116,691</b>
<b>Other Local Revenues</b>			
0000-000-8660 Interest	6,000	6,420	6,869
0000-000-8699 All other local revenue	5,600	5,992	6,411
0000-000-8699 Microsoft Voucher Funds	0	0	0
<b>TOTALS</b>	<b>11,600</b>	<b>12,412</b>	<b>13,281</b>
<b>TOTAL REVENUE</b>	<b>\$4,725,863</b>	<b>\$5,914,905</b>	<b>\$6,247,325</b>

**PACIFIC VIEW CHARTER SCHOOL  
MULTI-YEAR PROJECTION  
2015-2018 Proposed/Adopted Budget**

<b>EXPENDITURES</b>		<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>
		<b>17.5</b>	<b>19.5</b>	<b>19.5</b>
<b><i>Certificated Salaries</i></b>				
1000-1999		<b>1,771,618</b>	<b>1,992,483</b>	<b>2,072,182</b>
Teacher salaries based on 17.5 FTE				
Admin & Counselor Salaries 5.0 FTE				
<b><i>Classified Salaries</i></b>				
2000-2999		<b>340,836</b>	<b>409,469</b>	<b>425,848</b>
Support staff & office salaries 5.0 FTE				
Admin Salaries 1.0 FTE				
<b><i>Employee Fringes</i></b>				
3111/3211 STRS		169,698	262,211	346,469
3212 PERS		40,378	53,423	60,671
3311/3312 Social Security		21,133	25,387	26,403
3321/3322 Medicare		30,632	34,828	36,221
3401/3402 Health & Welfare Benefits		198,933	218,826	240,709
3501/3502 Unemployment Insurance		24,837	24,836	25,581
3601/3602 Workman's Compensation Ins.		39,923	45,397	47,213
<b>TOTALS</b>		<b>525,534</b>	<b>664,909</b>	<b>783,266</b>
<b><i>Books and Supplies</i></b>				
4000-4999		<b>281,695</b>	<b>357,521</b>	<b>382,548</b>
<b><i>Services, Other Operating Expense</i></b>				
5000-5999		<b>1,671,313</b>	<b>2,121,233</b>	<b>2,269,720</b>
conferences, mileage, dues & memberships, insurance, gas & electricity, irrigation, trash, pest control, contracted				
cleaning services, leases, maintenance agreements, grounds & repairs, equipment leases, bank expenses,				
contracted services, bottled water, employment services, security services, charter buses, software licensing,				
print shop services, SDCOE systems, oversight fee, payroll services, legal expenses, advertising, telephones &				
cell phones, postage, internet costs				
<b><i>Other Outgo</i></b>		<b>0</b>	<b>0</b>	<b>0</b>
<b><i>Direct Support/Indirect Costs</i></b>		<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTAL EXPENDITURES</b>		<b>\$4,590,996</b>	<b>\$5,545,615</b>	<b>\$5,933,564</b>

12.2

**AGREEMENT FOR SPECIAL SERVICES**  
*Fiscal Report Information*

This is an agreement between **PACIFIC VIEW CHARTER SCHOOL**, hereinafter referred to as "Client," and **SCHOOL SERVICES OF CALIFORNIA, INC.**, hereinafter referred to as "Consultant," entered into as of July 1, 2015.

**RECITALS**

**WHEREAS**, the Client needs assistance regarding issues of school finance, legislation, school budgeting, and general fiscal issues; and

**WHEREAS**, the Consultant, is professionally and specially trained and competent to provide these services; and

**WHEREAS**, the authority for entering into this Agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

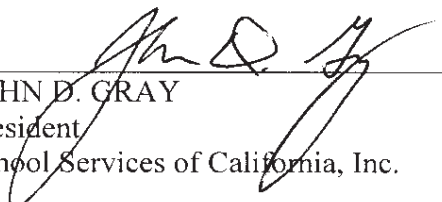
**NOW, THEREFORE**, the parties to this Agreement do hereby mutually agree as follows:

1. Consultant agrees to perform such duties relating to issues of school finance, including:
  - a. Delivery of "one copy" of each edition of the *Fiscal Report* containing information on issues of school finance, budgets, or practices that impact school district fiscal policies, and one copy of the booklet *Analysis of the Governor's Proposals for the State Budget and K-12 Education*
  - b. The option of receiving information on Consultant's website regarding major school finance and policy issues
  - c. An analysis of all major school finance/fiscal legislation and reports on its legislative/executive branch progress
  - d. Preliminary school district revenue calculation using the online tools available on the Consultant's website for use in determining the projected revenue funding level soon after the budget is adopted based on the major annual school finance legislation
  - e. Participation at the Consultant's school finance conferences and workshops at the Consultant's client rate
2. The Client agrees to pay the Consultant for services rendered under this Agreement:
  - a. \$2,040 annually, plus expenses, or payable at \$170 per month, plus expenses, for the services listed in Item 1 above, upon billings from Consultant
  - b. For all requested services in this 12-month period, the applicable hourly rate for the person(s) performing the services shall apply
  - c. "Hours" are defined as hours of direct service to the Client, as well as reasonable travel time to and from the Client's site

- d. "Expenses" are defined as actual, out-of-pocket expenses, such as travel, meals, shipping, and duplication of materials
3. The term of this contract shall be for the period of one year, beginning July 1, 2015, and terminating June 30, 2016. This Agreement may be terminated prior to June 30, 2016, by either party on thirty (30) days' written notice. In the event that the Client elects to terminate services at the end of the Agreement, the Client shall give a 30-day written notice of nonrenewal. Consultant will provide continuing services for 90 days after the expiration date of the Agreement or until the Client provides written notice. The Client is responsible for these accrued charges and Consultant may bill these additional days. In case of cancellation, the Client shall be liable for any costs accrued to the date of cancellation under Item 2 above.
4. It is expressly understood and agreed to by both parties that Consultant, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the Client.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed as indicated below:

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Pacific View Charter School

BY:  \_\_\_\_\_ DATE: May 11, 2015  
JOHN D. GRAY  
President  
School Services of California, Inc.

12.3

## **Independent Contractor Agreement 2015/16 School Year**

Contract Date: July 1, 2015

This Agreement is entered into between the Pacific View Charter School hereinafter called the **“The Charter School”** and Charter School Business Consultants hereinafter called the **“Contractor”**.

WHEREAS, The Charter School is authorized to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, The Charter School is in need of such special services and advice, and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special services required by the Charter School, and such services are needed on a limited basis;

NOW THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor:

- Assist staff in the areas of financial, budgetary or personnel issues as needed
- Continue to train staff and review preparation of Year End Closing documentation on revenue, expense and budget
- Train staff on the process necessary to clear all prior year closing entries for 2015/16 prior to July 1, 2016
- Ensure Budget is based on current revenue and expenditure data most recently available from State and Local agencies
- Participate in expanding current site and developing a successful Learning Center/Learning Centers
- Perform budget analysis and review and present final budgetary documents to the Board of Trustees
- Perform personnel related analysis, communicate on behalf of and make recommendations to the Executive Director
- Review contracts, agreements and participate in negotiations as needed
- Review Restricted and Unrestricted Lottery guidelines with staff
- Review staff prepared documents for Local, State and Federal budget and assists in monitoring budget on a continual basis
- Review staff transaction and budget adjustments
- Train staff on SACS account code structure and how it pertains to non-seat based schools and SB740

## **Independent Contractor Agreement 2015/16 School Year**

### **2. Term of Agreement:**

A. Contractor shall commence providing services under this Agreement on July 1, 2015 through June 30, 2016 and services may be discontinued by either party to this agreement.

B. It shall be expressly understood by Contractor that time is of the essence per this Agreement and the Charter School may terminate this Agreement in the event of an unexcused delay in Contractor's performance hereunder.

C. Contractor shall provide personnel advice and guidance to Administration of The Charter School. The Charter School shall defend, indemnify, and hold harmless Contractor from any and all alleged claims, demands, causes of action, liability, loss, damage and/or injury (to property or persons, including without limitation wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence or willful misconduct of The Charter School, its personnel, employees, agents, contractors or volunteers in connection with or arising out of The Charter School's actions. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney's fees, and related costs of expenses, and any reimbursement to Contractor for all legal expenses and costs incurred by it.

### **3. Compensation:**

A. The Charter School agrees to pay Contractor for services rendered pursuant to this Agreement on an hourly basis at a rate of \$101.60 on an as needed basis. The annual contract is not to exceed \$60,000.00 (Sixty Thousand Dollars and No/100). Invoice shall be submitted monthly and contain a breakdown of offsite services provided by Contractor and time onsite training specified in hours as relevant in section 1. Onsite and offsite PVCS Service to be provided by Contract section of this agreement.

B. The Charter School agrees to pay Contractor's hourly rate for travel time to additional sites as required. No travel time shall be charged for the current Oceanside site.

C. The Charter School shall pay the Contractor according to the following terms and conditions: Upon presentation of a monthly invoice, payment will be made 30 working days after completion of service.



## **Independent Contractor Agreement 2015/16 School Year**

4. Termination of Agreement:

The Charter School may terminate this Agreement and will be relieved of all obligations under this Agreement should Contractor fail to perform any of the terms and conditions hereof at the time and places set forth herein. In the event of such termination, Contractor shall be paid the reasonable value of the services rendered up to the date of such terminations, less any payments theretofore made, as determined by the Charter School, and the Contractor hereby expressly waives any and all claims for damages or compensation arising under this Agreement in the event of such terminations.

5. Status of Contractor:

It is expressly understood that at all times while rendering the services described herein and in complying with any terms and conditions of this Agreement, Contractor is acting as an independent contractor and not as an officer, agent, or employee of the Charter School.

6. Compliance with Law:

The Contractor shall be subject to and shall comply with all Federal, State, and local laws and regulations applicable with respect to its performance under this Agreement including, but not limited to: licensing, employment and purchasing practices, and wages, hours and conditions of employment, including nondiscrimination.

7. Alterations or Variance:

No alterations to this Agreement or variance from the provisions hereof shall be valid unless made in writing and executed by both of the parties hereto.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date hereinabove first written.

**The Charter School**

**Contractor**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Pacific View Charter School  
3670 Ocean Ranch Blvd.  
Oceanside, California 92056  
760-757-0161

CSBC  
1718 Tecalote Drive, Unit 7  
Fallbrook, California 92028  
760-731-3025

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# **EXECUTIVE DIRECTOR'S 2014-15 END OF YEAR REPORT**

## **Leadership**

### **Replicate PVCS's exceptional learning model to a second location outside of San Diego County**

- Administration is in the process of purchase a building in Moreno Valley. The building will house the school's first Learning Center.
- Moreno Valley site will serve 9-12 students.
- Estimated opening enrollment is 100 students.
- Conditional Use Permit has been submitted to City of Moreno Valley.
- Learning Center staff positions have been flown. Instructional material, computers, furniture will be purchased upon close of escrow.
- Learning Center is still on track to open on August 1st.

### **Prepare for WASC visit in Fall 2015**

- Hired a consultant to assist in the WASC process.
- Meetings will continue with the WASC consultant through July which is the target date for the completion of the report. WASC visit has been scheduled for November 16-18, 2015. Focus group work will continue through August. Expected completion of the report is early September.

### **Warehouse to classroom conversion construction projects and e-occupancy reclassification of upper room in Suite 3664**

- Reclassification of upper Suite 3664 will require architectural plan preparation. Changes will be submitted during the warehouse to classroom conversion.
- 3678 and 3680 warehouse conversion is underway as Design/Build Project.
- Suite 3682 investigating tutoring/counseling room with private entrance.

### **Maintain sound fiscal policies and a balanced budget in alignment with Local Control Accountability Plan annual goals, actions and services**

- Budget sustains generally accepted minimum of 3% reserve, deferred maintenance funds for building and a positive ending balance for the 2014/15 school year and 2 subsequent years.
- 2014/15 budget was prepared with specific sub-resource account strings to isolate LCAP/LCFF Supplemental and Concentration grant funds.
- 2014/15 budget and expenditures are specific to the school's developed LCAP annual goals, actions and services.

- Based on funds spent for warehouse/classroom conversion & Learning Center preparation the 2014/15 Unaudited Actuals budget will be negative. Funds will be taken from reserves. 2014/15 revenue versus expense is still positive.

**Investigate availability and qualifications for state, local and community grants, entitlements and donations**

- Pacific View Charter School was not successful in acquiring the 2015 Chargers Champions Grant.
- Education Technology K-12 Voucher Program were issues. Funds have been allocated and will be expended by September 2015.
- ArtSplash Grant application has been submitted to supply students with more guitars.

**Review and update Website and multiple Social Media marketing options, including but not limited to, Facebook, YouTube, Google+, Instagram, Twitter, and YELP to reach a larger population and increase parent/student participation.**

- Our website undergoes continuous updates throughout the school year. Currently, our video is in production, we anticipate a mid-July release date.
- The website was updated to maintain compatibility with all accessible devices - tablets, smart phones, laptops and desktop formats.
- Our website is reviewed on a weekly basis to assure content is current and accurate.
- We maintain an active presence in Social Media - Facebook, Instagram, Twitter, YouTube, Google+ and Yelp.
- Social Media and Constant Contact is used to distribute all student activity information.
- Our website presence on the both Oceanside and San Marcos Chamber of Commerce sites has been upgraded and now also contains all our Social Media links. We continue to have a website portals through both the Carlsbad and Vista Chamber of Commerces.
- We will be joining the Moreno Valley Chamber of Commerce and will link our social media sites to their website.
- We continue to use Google Adworks to increase our enrollment marketing.

**Goal 1: Students have access to standards aligned instructional resources and materials needed for learning.**

- 100% of students will have access to credentialed, highly qualified teacher (HQT). All of our teachers possess current, valid credentials and are highly qualified teachers (HQT) in their credential subject area.

**100% of students will have access to standards aligned curriculum & instructional materials.**

- English courses have been aligned to CCSS for ELA
- Math courses are CCSS aligned with a shift to the integrated math pathway in the 2015-2016 school year.
- Science courses are being reviewed and aligned to NGSS with an eye on the future. Science courses and labs are aligned to NGSS. This process will remain ongoing until state assessments are developed.
- Social Science courses have incorporated the CCSS for reading and writing across the curriculum
- All courses have incorporated onsite workshops or technology tools for learning, student production, and collaboration.
- Switched online curriculum provider from Fuel Education to Edgenuity because Edgenuity is more closely aligned to CCSS and NGSS and provides extensive supports for struggling students.

**All students will receive instruction in facilities that are safe, secure, clean and well maintained**

- Lockdown, earthquake, and fire drills are routinely performed on our campus
- Our Comprehensive Safety Plan undergoes an annual revision and update
- Painting of the exterior of the entire facility is currently underway
- Parking lots were resurfaced and restriped
- New classroom furniture was installed in computer lab and 3672
- 1st phase of our three year carpet replacement project has been completed.
- Annual hazard assessment and roof inspections were conducted.
- HVAC and Fire Alarm systems are inspected and serviced on a quarterly basis.
- Warehouse to classroom conversion of 3678 and 3680 warehouses is underway as Design/Build Project.
- E-occupancy reclassification of upper classroom in Suite 3664 will be completed by end of 2015.
- Suite 3682 investigating tutoring/counseling room with private entrance.

**Goal 2: Professional Development focused on Common Core State Standards ELA and ELD Standards.**

**Students will receive instructional access by teachers who are participating in CCSS ELA/ELD Framework training.**

- Teachers who received the training are no longer with the school. All ELA teachers will be sent to these trainings for the 2015-2016 school year.

**Provide additional academic intervention course and web based resources for EL students as needed .**

- Additional course designed for LTELs (English 3D) was researched and will be implemented for the 2015-2016 school year.
- All teachers are receiving training from SDCOE Digital Solutions to embed digital supports into the curriculum to assist students with reading comprehension and vocabulary. All teachers received training from Digital Solutions.

**EL students will improve by one performance level annually as identified via CELDT**

- Data analysis is in progress.
- The CELDT test was administered in November and continues to be administered to new enrollees.
- Results from 2012-2013 assessments will be compared with those of 2013-2014. Report was created for students who were enrolled at PVCS for 2 consecutive years and had 2 CELDT results to compare:

CELDT progress from Fall 2012-Fall 2013

5/14 36% increased

9/14 64% maintained same level

CELDT progress from Fall 2013-Fall 2014

5/12 students (42%) increased by one proficiency level

6/12 students (50%) improved scaled score, but stayed within same proficiency level

1/12 students (8%) dropped one level

**Continue to reclassify English Learners**

- Reclassification process is in place and results of 2014-2015 assessments are being evaluated to determine which students are eligible for reclassification.
- 15 of 33 students (45%) met the state requirements for Reclassification

### **Goal 3: All teachers will participate in Professional Development to enhance their instructional practice and focus on 21<sup>st</sup> century instruction and learning.**

**Students are instructed by teachers, who engage in a variety of Professional Development trainings to enhance 21st century instruction and core content.**

- One teacher has completed the Leading Edge Certification program at SDCOE, and another teacher has just begun the program. 2 teachers have completed the Leading Edge Certification program.
- All staff members are participating in the Digital Solutions trainings. We have completed two trainings to date and have two more scheduled. All staff members participated in the Digital Solutions training.
- Teachers participated in various off site professional developments on Technology, STEM, and the Common Core curriculum and instruction, and shared information in PLCs.
- In the 2015-2016 school year teachers will begin participating in the HQT certification program, VPSS (verification process for special settings).

**Using RTI, identify low performing students for academic intervention. Provide every student with an individualized learning plan with growth targets and monitor for progress**

- 100% of incoming students are assessed in Math and Reading. 100% of students are assessed upon enrollment and throughout the year.
- Placement in appropriate curriculum and intervention courses occurs upon completion of the intro packet. Each student receives curriculum and instruction appropriate to levels in Math and Reading. Placement Guides are utilized by Supervisory teachers to guide decisions.
- Supervisory teachers continue to work one-on-one with students to develop goals. A Star Enterprise goal is calculated for each student receiving direct instruction in Math and Reading.
- Instruction is modified to meet the needs of each student. Alternative assessments as well as AGS curriculum is provided to students who demonstrate a reading level which is below and far below their grade level.

**Students with disabilities will meet annual IEP Goals**

- All students with an IEP meet annually to review goals and establish new goals.

**Goal 4: Students will meet or exceed expectations by the Common Core State Standards.**

- English courses have been aligned to CCSS for ELA

- Math courses are CCSS aligned with a shift to the integrated math pathway in the 2015-2016 school year.
- Science courses are being reviewed and aligned to NGSS with an eye on the future
- Social Science courses have incorporated the CCSS for reading and writing across the curriculum
- 2014-15 CAASPP (ELA & Math) assessment results will serve to establish a baseline.

**Implement Common Core Aligned benchmark assessments for all students in ELA & Math.**

- All students in grades 3-8, 11 will take the SBAC in Math and ELA in Spring 2015. 100 % of students grade 3-8 participated in SBAC testing. 95% of 11th grade students participated in SBAC testing. The majority of students who did not attend SBAC testing suffered from anxiety disorders and school phobias that prevented them from coming on campus and were opted out by their parents/guardians.

**Goal 5: Increase supplemental resources, and technology to support academic success.**

**Students will have increased access to supplemental materials such as non-fiction texts and computer-based instructional programs**

- New computer programming class to launch in HS 2015-2016. New computer programming class completed
- Students in grades K-5 participate in computer coding activities using curriculum from Code.org in enrichment classes
- New courses in career technology were researched and will be implemented the 2015-2016 school year.

**Implement 1:1 laptops for Grades 6-8**

- All students in grades 6-8 have been issued laptops and bring them to class
- Program will be expanded to 9th grade students for 2015-16 school year

**Goal 6: Students will graduate on time and ready for College and Career.**

**75% of 10<sup>th</sup> grade students will pass CAHSEE ELA & Math.**

- 84% of 10th grade students passed CAHSEE Math
- 75% of 10th grade students passed CAHSEE ELA



Summary Report Grade 10 Reading Fall 2013

Percentile	students	percent
Below 25th percentile	27	40.3
25th-49th	21	31.3
50th-74th	16	23.9
75th-above	3	4.5

Summary Report Grade 10 Reading Fall 2014

Percentile	students	percent
Below 25th percentile	40	39.6
25th-49th	29	28.7
50th-74th	23	22.8
75th-above	9	8.9

Summary Report Grade 10 Math 2013

Percentile	students	percent
Below 25th percentile	14	20.9
25th-49th	14	20.9
50th-74th	23	34.3
75th-above	16	23.9

Summary Report Grade 10 Math 2014

Percentile	students	percent
Below 25th percentile	16	16.5
25th-49th	28	28.9
50th-74th	36	37.1
75th-above	17	17.5

**Increase passing rate for credit deficient students by 5%**

- Results have not been received as of this date
- CAHSEE Passing rate in Math increased by 8% and ELA decreased by 3%.  
A Math intervention course was added to Pacific View for the 2013-2014 school year.

**100% of 11<sup>th</sup> grade students will take the SBAC ELA/Math for EAP**

- All of these testing goals are ongoing
- 95% of grade 11 students participated in the SBAC. The majority of students who did not attend SBAC testing suffered from anxiety disorders and school phobias that prevented them from coming on campus and were opted out by their parents/guardians.

**Host annual College Application & Financial Aid Workshop**

- February 4, 2015
- A position of College Liaison has been created for the 2015-2016 school year.

**Goal 7: Continue to implement the systematic operation tool to support data-driven decision making.****Collect, disaggregate, analyze and develop longitudinal student /data reports**

- Supervisory teachers are collecting and recording Star Enterprise results in Math and Reading onto their RTI charts and monitoring student progress. Each Supervisory teacher created an RTI report and shared results with Lead Teacher, Executive Director, and Director of Student Services for analysis.
- Schoolwide reports will then be created at the end of the year for analysis.
- An end of year report was created to analyze school-wide progress in Math and Reading.

(See Report Below)

## Student Progress in Math Workshops 2014-2015

<b>Session 2: Aug. 18-Oct 3</b>					
Workshop	Teacher	Total # of students enrolled (for full 7 weeks)	# of students who reached targetted goal	# of students who did not reach goal	% of students who reached goal
Algebra A	Tomor	9	7	2	78%
Geometry A	Pak	18	13	5	72%
<b>Session 3: Oct 6-Nov 21</b>					
Workshop	Teacher	Total # of students enrolled (for full 7 weeks)	# of students who reached targetted goal	# of students who did not reach goal	% of students who reached goal
Algebra B	Tomor	17	14	3	82%
Geometry B	Pak	8	4	3	57%
<b>Session 4: Dec 1-Jan 30</b>					
Workshop	Teacher	Total # of students enrolled for full 7 weeks	# of students who reached targetted goal	# of students who did not reach goal	% of students who reached goal
Algebra A	Tomor	12	11	1	92%
Geometry A	Pak	15	11	4	73%
<b>Session 5: Feb 2 - March 20</b>					
Workshop	Teacher	Total # of students enrolled (for full 7 weeks)	# of students who reached targetted goal	# of students who did not reach goal	% of students who reached goal
Algebra B	Tomor	19	9	10	47%
Geometry B	Pak	20	16	4	80%

## Student Progress in ELA workshops:

<b>Session 2 August 18-October 3</b>					
<b>Workshop class</b>	<b>Teacher</b>	<b># of students enrolled (for full 7 week session)</b>	<b># of students who reached targetted goal</b>	<b># of students who did not reach goal</b>	<b>% of students who reached goal</b>
English 10A	Winick	17	13	4	76%
English 11A	Detavernier	14	7	7	50%
English 12A	Detavernier	25	15	10	60%
<b>Session 3: Oct. 6-Nov. 21</b>					
<b>Workshop</b>	<b>Teacher</b>	<b>Total # of students enrolled (for full 7 weeks)</b>	<b># of students who reached targetted goal</b>	<b># of students who did not reach goal</b>	<b>% of students who reached goal</b>
English 9A	Detavernier	13	7	6	54%
English 10B	Winick	15	5	10	33%
English 11A	Detavernier	23	16	6	70%
English 11B	Clark	20	11	9	55%
English 12A	Clark	17	10	5	67%
English 12B	Clark	22	14	8	64%

<b>Session 4: Dec 1-Jan. 30</b>					
<b>Workshop</b>	<b>Teacher</b>	<b>Total # of students enrolled (for full 7 weeks)</b>	<b># of students who reached targetted goal</b>	<b># of students who did not reach goal</b>	<b>% of students who reached goal</b>
English 9 B	Detavernier	17	13	4	76%
English 10 A	Winick	18	8	10	44%
English 11 A	Detavernier	15	4	8	27%
English 11 B	Clark	11	9	6	60%
English 12 A	Clark		7	3	70%
English 12 B	Clark	12	2	10	20%
<b>Session 5: Feb 2-March 20</b>					
<b>Workshop</b>	<b>Teacher</b>	<b>Total # of students enrolled (for full 7 weeks)</b>	<b># of students who reached targetted goal</b>	<b># of students who did not reach goal</b>	<b>% of students who reached goal</b>
English 9 A	Detavernier	10	8	2	80%
English 10 B	Winick	12	6	6	50%
English 11 A	Detavernier	12	7	4	58%
English 11 B	Clark	16	11	5	69%
English 12 A	Clark	9	5	3	63%
English 12 B	Clark	14	5	7	42%

<b>Session 6 March 23-May 15</b>					
<b>Workshop</b>	<b>Teacher</b>	<b>Total # of students enrolled for full 7 weeks</b>	<b># of students who reached targetted goal</b>	<b># of students who did not reach goal</b>	<b>% of students who reached goal</b>
English 9 B	Detavernier	18	11	7	61%
English 10 B	Winick	16	8	8	50%
English 11 B	Clark	22	10	12	45%

## **Goal 8: Increase resources and services to students and parents to ensure student engagement, school connectedness and positive school culture.**

**Students will have access to an increased number of counselors & mental health providers who will support individualized student needs.**

- Two counselors from Palomar Family Counseling are providing onsite therapy to students who have been identified by their teachers as needing assistance.
- Workshops were offered in most subject areas to offer opportunities for engagement and collaborative learning.
- A study hall was created to allow students to work collaboratively while also receiving assistance from Instructional Aides.
- Sports and Recreation was offered at lunch time.
- Enrichment courses in grades K-5 were provided weekly
- A support room was provided to grades 6-8
- A peer mentoring group was offered to grades 6-8
- Onsite college and career presentations were offered to students each month.
- Field trip opportunities offered each month.
- Students were surveyed for interest in student clubs for the 2015-2016 school year and the most popular will be implemented for the 2015-2016 school year
- A trial yoga class was offered and will be implemented for the 2015-2016 school year.

### **Increase prevention programs to address behavioral concerns**

- Behavioral concerns continue to be addressed in IEP or SST team meetings where student, parent, teacher, and administration can develop strategies to encourage positive behaviors.

**Maintain ADA at 96%**

- Achieved a 98% ADA at the end at P1
- Achieved a 98.16 % ADA at the end of P2

**Students & parents will provide feedback on school safety, connectedness and motivation**

- Safety Committee to create survey questions and forward to Director of Student Services for inclusion in Student Survey.

**Goal 9: Increase parent involvement workshops, activities, and parent input in decision making.****Develop parent engagement opportunities through a variety of input opportunities**

- Parents are invited to attend school-wide events such as Winter Festival and Science Fair
- Parents are invited to sit on school board
- Parents are required to attend weekly or biweekly student/teacher meetings, where they discuss their child's learning and can voice concerns and suggestions about the school progress.

12.5



## **Website Privacy Policy**

Pacific View Charter School ("PVCS") hopes that you find its website to be useful and informative. To better serve the School's current and prospective students, PVCS has enacted the following policy to provide the safest possible experience for this website's users.

Please be sure to read this policy carefully before continuing to use the PVCS website.

### **Personally Identifiable Information**

PVCS works with School Pathways, a third-party vendor, to gather and maintain personally identifiable information for the purposes of student enrollment. Parents who choose to enroll their child at PVCS will be asked to provide the following via a website maintained by School Pathways:

- Parent/guardian's name;
- Child's name;
- Home/work/cell phone numbers;
- Home address;
- Addresses of other family members;
- Information regarding who has custody of your child; and
- Household income.

Such information is only gathered to the extent necessary to facilitate student enrollment. Both PVCS and School Pathways will maintain such information in accordance with all applicable laws. The personally identifiable information provided will not be sold to third parties or otherwise disclosed under any circumstances, except when required by law.

For more information regarding the privacy policies School Pathways has implemented, please visit <http://www.schoolpathways.com>.

### **Requesting Changes to Personally Identifiable Information**

PVCS wishes to maintain the most up-to-date information possible regarding its parents and students in order to ensure that PVCS can quickly contact parents when necessary. If a parent needs to change any of the personally identifiable information listed above, please contact [pvcinfo@pacificview.org](mailto:pvcinfo@pacificview.org) to notify PVCS of the changes.

### **Personal Information Provided by Parents About Children**

PVCS understands that student users who are under thirteen (13) years of age need special safeguards and privacy protection. Accordingly, PVCS is committed to comply with the Children's Online Privacy Protection Act ("COPPA") to the extent applicable. In order to help ensure student privacy, PVCS only receives personal information about its students directly from parents when the student is enrolled at PVCS. PVCS will not at any time collect personal information from children online.

Parents who enroll their child at PVCS are deemed to have consented to the child's use of applicable PVCS online materials to the extent necessary to further the child's educational experience at PVCS. Student information will be kept confidential in accordance with all federal, state, and local laws, including but not limited to the Family Educational Rights and Privacy Act ("FERPA").

If there are any questions regarding a student's online activities as they relate to PVCS, please contact [pvcinfo@pacificview.org](mailto:pvcinfo@pacificview.org).

## **Cookies**

PVCS uses "cookies" on this website. A cookie is a piece of data stored on a site visitor's hard drive to help PVCS improve access to this site. Using certain aspects of this website may require a cookie to be installed. However, any information PVCS gathers through the use of cookies will not be sold to third parties or otherwise disclosed, except to the extent required by law.

Cookies may also originate from a third party website, such as YouTube, Facebook, Twitter, Instagram, or Google Plus. PVCS does not have any control over how third party websites utilize information gained from cookies originating with the third party website.

Most website browsers have an option for disabling cookies. Please review your browser's operations manual for more details.

## **Use of a Web Browser's Do-Not-Track Features**

Certain web browsers have the option of enabling a do-not-track feature. This feature, if enabled, sends a special signal to websites, analytics companies, ad networks, plug in providers, and other such web services that the user would like to opt-out of tracking by websites the user does not visit.

Enabling a web browser's do-not-track feature will not affect the ability to view or operate this website. PVCS will make every effort to honor an Internet user's request if it detects a do-not-track signal, taking into account any technical issues needed to ensure that the PVCS website operates properly.

## **Links**

This website contains links to other sites. Please be aware that PVCS is not responsible for the content or privacy practices of such other sites. Persons using this website are encouraged to be aware when they leave the PVCS website and to read the privacy statements of any other site that collects personally identifiable information.

## **Security**

PVCS take precautions to protect any information it receives, both online and offline.

Wherever PVCS collects sensitive information, that information is encrypted and transmitted to PVCS in a secure way. Please be sure to verify the website's security by looking for "https" at the beginning of the address of the web page.

Furthermore, PVCS restricts offline access of personally identifiable information so that only those PVCS employees who have a legitimate need to access the information may do so.

### **Changes to Privacy Policy**

In the event this policy is changed, revisions will be posted to our website.

### **Effective Date of Privacy Policy**

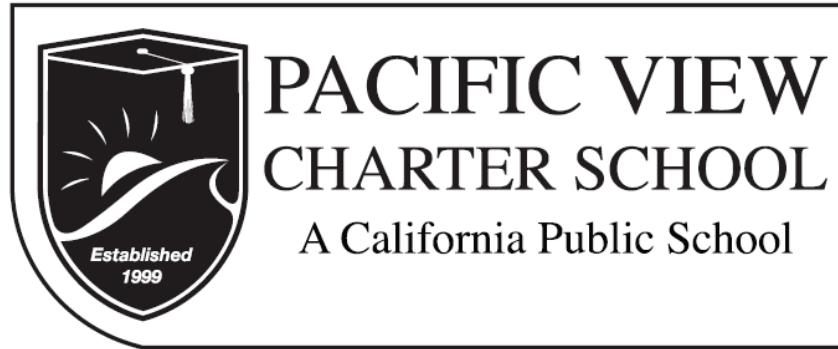
This policy is effective as of June 16, 2015.

### **Consent**

Any person using this website is deemed to have consented to this policy.

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12.7



## **PACIFIC VIEW CHARTER SCHOOL INJURY & ILLNESS PREVENTION PROGRAM**

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Pacific View Charter School is committed to providing and maintaining a safe and healthful work environment. To achieve this, an Injury & Illness Prevention Program (IIPP) has been developed. We also believe that safety is every employee's responsibility and expect all employees to use safe work practices and report any unsafe condition that they observe. Supervisors shall consistently promote safety and shall correct unsafe conditions and/or work practices through education, training and enforcement.

### **GENERAL INFORMATION**

*Name of facility:* Pacific View Charter School  
*Address:* 3670 Ocean Ranch Blvd., Oceanside, CA 92056  
*Phone:* (760) 757-0161

### **DESIGNATED PERSON(S)**

Lori Bentley / Kira Fox

### **EMPLOYEE COMPLIANCE**

All employees are responsible for complying with safe and healthful work practices. Our system of ensuring that all employees comply includes:

- Informing employees of the provisions of our IIPP.
- Evaluating the safety performance of all employees.
- Employee recognition.
- Providing retraining to employees whose safety performance is deficient.

## **COMMUNICATIONS**

All managers and supervisors are responsible for communicating with employees about matters related to occupational safety and health. We encourage all employees to report hazardous acts and conditions without fear of reprisal. We accomplish this through the following:

- Reviewing the IIPP, safety and health policies and procedures, etc., during new employee orientation.
- Training programs.
- Safety meetings.
- Posted and/or distributed safety literature.
- A system for employees to anonymously notify management of hazards.

## **HAZARD IDENTIFICATION**

Periodic inspections to identify hazards will be completed in the following areas:

- |                          |                      |
|--------------------------|----------------------|
| ▪ Administrative Offices | ▪ Computer Lab       |
| ▪ Biology Lab            | ▪ Student Study Hall |
| ▪ Classrooms             | ▪ Warehouses         |

Inspections are performed:

- When the program is first established.
- When new substances, equipment, processes, etc., are introduced.
- When new or previously unidentified hazards are recognized.
- On-going on an Annual Basis

## **ACCIDENT INVESTIGATION**

Occupational injuries and illnesses are to be investigated by the immediate supervisor as soon as possible after the incident. The purpose of the investigation is to determine the cause so that appropriate corrective action can be taken to prevent recurrence.

## **HAZARD CORRECTION**

Unsafe or unhealthy acts or conditions will be addressed as soon as possible after receiving notification. Those hazards considered most severe will be dealt with first.

## TRAINING & INSTRUCTION

All employees will be provided with safety and health training in general safe work practices and with respect to the hazards unique to their specific job assignment. Training will be provided:

- When the program is first established.
- To all new employees.
- To all employees given new job assignments for which training has not previously been received.
- Whenever new substances, procedures, processes, equipment, etc., are introduced and represent a new hazard.
- Whenever the employer is made aware of a new or previously unrecognized hazard.
- For supervisors to familiarize themselves with the hazards to which the employees under their immediate direction may be exposed.

**This Injury and Illness Prevention Program (IIPP) has been reviewed and approved.**

---

Gina Campbell, Executive Director  
Signature and Title

---

Date

12.8



# **BYLAWS OF PACIFIC VIEW CHARTER SCHOOL**

## **ARTICLE I Purposes**

The corporation is organized for the public purposes as specified in its Articles of Incorporation.

## **ARTICLE II Offices**

### **Section 1. Principal Office.**

The corporation's principal office shall be located at such place within the County of San Diego, California as the Board of Trustees ("Board") shall determine. The Board has full power and authority to change the principal office from one location to another within the attendance boundaries in the County of San Diego, California.

### **Section 2. Other Offices.**

Branch or subordinate offices may at any time be established by the Board at any place or places where the corporation is qualified to do business.

## **ARTICLE III Membership**

### **Section 1. No Members.**

The Corporation shall have no members as that term is defined in Section 5056 of the California Nonprofit Corporation Law.

### **Section 2. Associates.**

Nothing in this Article shall be construed to limit the corporation's right to refer to persons associated with it as "members" even though such persons are not members, and no such reference by the corporation shall render anyone a member within the meaning of Section 5056 of the California Nonprofit Corporation Law. Such individuals may originate and take part in the discussion of any subject that may properly come before any meeting of the Board, but may not vote. The corporation may confer, by amendment of its Articles of Incorporation or of these Bylaws, some or all of a member's rights, set forth in the California Nonprofit Corporation Law, upon any person who does not have the right to vote for the election of trustees/directors, on a disposition of substantially all of the assets of the corporation, on a

merger, on a dissolution, or on changes to the corporation's Articles of Incorporation or Bylaws, but no such person shall be a member within the meaning of Section 5056.

#### ARTICLE IV Board of Trustees

##### Section 1. Powers.

Subject to the limitations of the California Nonprofit Public Benefit Corporation Law, the corporation's Articles of Incorporation and these Bylaws, and such California local public agency laws of general application as may be applicable to the corporation, the activities and affairs of the corporation shall be conducted and all corporate powers shall be exercised by or under the direction of the Board. The Board may delegate the management of the corporation's activities to any person(s), management company or committees, however composed, provided that the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board. No assignment, referral or delegation of authority by the Board or anyone acting under such delegation shall preclude the Board from exercising full authority over the conduct of the corporation's activities, and the Board may rescind any such assignment, referral or delegation at any time.

Without prejudice to its general powers, but subject to the same limitations set forth above, the Board shall have the following powers in addition to any other powers enumerated in these Bylaws and permitted by law:

- i. To select and remove all of the officers, agents and employees of the corporation; to prescribe powers and duties for them which are not inconsistent with law, the corporation's Articles of Incorporation or these Bylaws; to fix their compensation; and to require security from them for faithful service;
- ii. To conduct the affairs and activities of the corporation and to make such rules and regulations therefore which are not inconsistent with law, the corporation's Articles of Incorporation or these Bylaws;
- iii. To adopt, make and use a corporate seal and to alter the form of the seal from time to time;
- iv. To borrow money and incur indebtedness for the purposes of the corporation, and to cause to be executed and delivered therefore, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations and other evidences of debt and securities therefore;
- v. To carry on a business and apply any revenues in excess of expenses that results from the business activity to any activity in which it may lawfully engage;

vi. To act as trustee under any trust incidental to the principal object of the corporation, and receive, hold, administer, exchange and expend funds and property subject to such trust;

vii. To acquire by purchase, exchange, lease, gift, devise, bequest, or otherwise, and to hold, improve, lease, sublease, mortgage, transfer in trust, encumber, convey or otherwise dispose of real and personal property; and

viii. To assume any obligations, enter into any contracts or other instruments, and do any and all other things incidental or expedient to the attainment of any corporate purpose.

ix. To carry out such other duties as are described in the Charter of the Pacific View Charter School ("School") as approved by the Oceanside Unified School District.

## Section 2. Number of Trustees.

The number of trustees of the corporation shall be no less than three (3) and no more than five (5) unless and until changed by amendment of the Articles of Incorporation or by amendment of these bylaws.

## Section 3. Appointment and Election.

a. The Oceanside Unified School District shall appoint one (1) individual to serve the board, as allowed under Education Code Section 47604(b).

b. All trustees (other than the District-appointed representative referred to in Section 3.a) shall be designated by the existing Board of Trustees. **No former employee shall serve on the Board of Trustees unless such former employee previously served as a trustee after 2010, and is not an interested person as defined in Section 22 of Article OV of these bylaws.** All current and future members of the Board of Trustees shall complete governance training.

## Section 4. Terms of Office of Trustees.

a. In accordance with Section 5220(d) of the California Nonprofit Public Benefit Corporation Law, all trustees appointed under Section 3.b of this Article shall hold office until the person entitled to appoint the trustee removes or appoints a new trustee, or these bylaws are amended to provide otherwise or are repealed; and all *ex officio* trustees shall hold office until such individual(s) no longer hold the position(s) described in Section 3.a and 3.b of this Article or these bylaws are amended to provide otherwise or are repealed.

b. Board Trustee One (1) President shall have a term of office of one (1) year.

c. Board Trustee Two (2) First Vice President shall have a term of office of *two (2) years*.

d. Board Trustee Three (3) Second Vice President and Four (4) shall have a term of office of three (3) years.

Section 5. Resignation and Removal.

Subject to the provisions of Section 5226 of the California Nonprofit Public Benefit Corporation Law, any trustee may resign effective upon giving written notice to the chairman, the president, the secretary, or the Board, unless the notice specifies a later effective time. If the resignation is effective at a future time, a successor may be selected before such time, to take office when the resignation becomes effective. If a trustee is appointed, such trustee may be removed, only by the person entitled to appoint the trustee. All other trustees may be removed only upon the vote of a majority of the trustees then in office.

Section 6. Vacancies.

i. A Board vacancy or vacancies shall be deemed to exist if any trustee dies, resigns, or is removed, or if the authorized number of trustees is increased.

ii. Notwithstanding Section 5, the Board may declare vacant the office of any trustee who has been convicted of a felony, or has been found to have breached, any duty arising under Article 3 of Chapter 2 of the California Nonprofit Public Benefit Corporation Law or to be of unsound mind by any court of competent jurisdiction.

iii. A vacancy on the Board shall be filled only by the persons entitled to appoint the trustee; provided that a vacancy on the Board to which the trustee is elected may only be filled by a vote of a majority of the trustees then in office. Each trustee so elected, appointed, or designated shall hold office until the expiration of the term of the replaced trustee and continue to hold office until a qualified successor has been elected, appointed, or designated.

iv. No reduction of the authorized number of trustees shall have the effect of removing any trustee prior to the expiration of the trustee's term of office.

Section 7. Place of Meeting.

Meetings of the Board shall be held at the principal office of the corporation or at any other place within or without the State of California which has been designated in the notice of the meeting or, if there is no notice, by resolution of the Board.

Section 8. Meetings; Annual Meeting.

Notwithstanding any other provision of these bylaws, all meetings of the Board and its committees shall be called, noticed, and held in compliance with the provisions of the Ralph M. Brown Act ("Brown Act") to the extent required by law.

Annually the Board shall meet for the purpose of organization, appointment of officers and the transaction of such other business as may properly be brought before the

meeting. This meeting shall be held at a time, date and place as may be specified and noticed by resolution of the Board.

Section 9. Regular Meetings.

Regular meetings of the Board, including annual meetings, shall be held at such times, and places as may from time to time be fixed by the Board.

Section 10. Special Meetings.

Special meetings of the Board for any purpose may be called at any time by the president, the secretary or any two trustees. The party calling such special meeting shall determine the place, date and time thereof.

Section 11. Notice of Special Meetings.

i. Special meetings of the Board may be held only after each trustee has received four (4) days' prior notice by first-class mail or twenty four (24) hrs. notice given personally or by telephone, telegraph, facsimile, telex or other similar means of communication.

ii. Any such notice shall be addressed or delivered to each trustee at the trustee's address as it is shown on the records of the corporation or as may have been given to the corporation by the trustee for purposes of notice or, if an address is not shown on the corporation's records or is not readily ascertainable, at the place at which the meetings of the trustees are regularly held.

iii. Notice by mail shall be deemed received at the time a properly addressed written notice is deposited in the United States mail, postage prepaid. Any other written notice shall be deemed received at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or is actually transmitted by the person giving the notice by electronic means to the recipient. Oral notice shall be deemed received at the time it is communicated, in person or by telephone or wireless, to the recipient or to a person at the office of the recipient whom the person giving the notice has reason to believe will promptly communicate it to the receiver.

iv. The notice of special meeting shall state the time of the meeting, and the place if the place is other than the principal office of the corporation, and the general nature of the business proposed to be transacted at the meeting. No business, other than the business the general nature of which was set forth in the notice of the meeting, may be transacted at a special meeting.

Section 12. Quorum.

A majority of the voting trustees shall constitute a quorum. 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. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of trustees, if any action taken is

approved by at least a majority of the required quorum for such meeting. Trustees may not vote by proxy.

Section 13. Consent to Meetings.

Except as otherwise provided in the Brown Act, the transactions of the Board at any meeting, however called and noticed or wherever held, shall be as valid as though done at a meeting duly held after regular call and notice if a quorum be present, and if, either before or after the meeting, each trustee entitled to vote, not present in person signs a written waiver of notice, or a consent to the holding of such meeting, or approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and made a part of the minutes of the meeting. Notice of a meeting need not be given to any trustee who attends the meeting without protesting prior to or at the commencement of the meeting, the lack of notice to such trustee.

Section 14. Action Without Meeting.

Except as otherwise provided in the Brown Act, any action required or permitted to be taken by the Board under any provision of the Nonprofit Public Benefit Corporation Law may be taken without a meeting if all members of the Board shall individually or collectively consent in writing to such action, and if permitted by applicable public open meeting laws, if any. Such consent(s) shall be filed with the minutes of the proceedings of the Board and shall have the same force and effect as a unanimous vote of such trustees.

Section 15. Telephonic and Electronic Video Meetings.

Except as otherwise provided in the Brown Act, members of the Board may participate in a meeting through the use of conference telephone, electronic video screen communication, or other communications equipment, to the extent permitted by applicable open meeting laws, if any. Participation in a meeting through use of conference telephone constitutes presence in person at that meeting as long as all members participating in the meeting are able to hear one another. Participation in a meeting through use of electronic video screen communication or other communications equipment (other than conference telephone) constitutes presence in person at that meeting if (i) each member participating can communicate with all other members concurrently, (ii) each member is provided the means of participating in all matters before the Board including, without limitation, the capacity to propose, or to interpose an objection to, specific action to be taken, and (iii) the corporation has adopted and implemented some means of verifying both that the person participating in the meeting is a trustee or other person entitled to participate in the meeting and that all actions of, or votes by, the Board are taken or cast only by the trustees and not by persons who are not trustees.

Section 16. Adjournment.

A majority of the trustees present, whether or not a quorum is present, may adjourn any trustees meeting to another time or place. If a meeting is adjourned for more than twenty-four (24) hours, notice of such adjournment to another time or place shall be given, prior

to the time schedule for the continuation of the meeting, to the trustees who were not present at the time of the adjournment, and to the public in the manner prescribed by any applicable public open meeting law.

Section 17. Rights of Inspection.

Every trustee has the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the corporation, to the full extent permitted under applicable federal and state laws regarding pupil confidentiality.

Section 18. Board Committees.

The Board may appoint an executive committee and one or more other committees each consisting of two (2) or more trustees to serve at the pleasure of the Board, and delegate to such committee any of the authority of the Board, except with respect to:

- a. The approval of any action for which the California Nonprofit Public Benefit Corporation Law requires the approval of the Board;
- b. The filling of vacancies on the Board or on any committee which has the authority of the Board;
- c. The fixing of compensation of the trustees for serving on the Board or on any committee;
- d. The amendment or repeal of bylaws or the adoption of new bylaws;
- e. The amendment or repeal of any resolution of the Board which by its express terms is not so amendable or repealable;
- f. The appointment of other committees having the authority of the Board;
- g. The expenditure of corporate funds to support a nominee for trustee after there are more people nominated for trustee than can be elected; or
- h. The approval of any self-dealing transaction as such transactions are defined in Section 5233(a) of the California Nonprofit Public Benefit corporation Law, except as permitted under Section 24 of this Article.

Any such committee must be created, and the members thereof appointed, by resolution adopted by a majority of the number of trustees then in office, and any such committee may be designated as an executive committee or by such other name as the Board shall specify. The Board may appoint, in the same manner, alternate members to a committee who may replace any absent member at any meeting of the committee. The Board shall have the power to prescribe the manner in which proceedings of any such committee shall be conducted.



In the absence of any such prescription, such committee shall have the power to prescribe the manner in which its proceedings shall be conducted. Unless the Board, such committee, or these bylaws shall otherwise provide, the regular and special meetings and other actions of any such committee shall be governed by the provisions of this Article applicable to meetings and actions of the Board. Minutes shall be kept of each meeting of each committee.

#### Section 19. Other Committees.

a. The president, subject to the limitations imposed by the Board, or the Board, may create other committees, either standing or special, to serve the Board which do not have the powers of the Board. The president, with the approval of the Board, shall appoint members to serve on such committees, and shall designate the committee chairman. If a trustee is on a committee, he or she shall be the chairman. Each member of a committee shall continue as such until the next annual election of officers and until his or her successor is appointed, unless the member sooner resigns or is removed from the committee.

b. Meetings of a committee may be called by the President of the Board (if there is such a position), the chairman of the committee or a majority of the committee's voting members. Each committee shall meet as often as is necessary to perform its duties. Notice of a meeting of a committee may be given at any time and in any manner reasonably designed to inform the committee members of the time and place of the meeting. A majority of the voting members of a committee shall constitute a quorum for the transaction of business at any meeting of the committee. Each committee may keep minutes of its proceedings and shall report periodically to the Board. A committee may take action by majority vote.

c. Any member of a committee may resign at any time by giving written notice to the chairman of the committee or to the president. Such resignation, which may or may not be made contingent upon formal acceptance, shall take effect upon the date of receipt or at any later time specified in the notice. The chairman may, with prior approval of the Board, remove any appointed member of a committee. The president, with the Board's approval, shall appoint a member to fill a vacancy in any committee or any position created by an increase in the membership for the unexpired portion of the term.

#### Section 20. Fees and Compensation.

Trustees and members of committees shall not receive any compensation for their services; however, the Board may approve reimbursement of a trustee's actual and necessary expenses incurred in the conduct of the corporation's business.

#### Section 21. Nonliability of Trustees.

No trustee shall be personally liable for the debts, liabilities or other obligations of this corporation.



## Section 22. Interested Persons.

No one serving on the Board may be “interested persons.” An “interested person” is (i) any person compensated by the corporation for services rendered to it within the previous twelve (12) months whether as a full- or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a trustee as trustee, and (ii) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law or father-in-law of any such person. However, any violation of the provisions of this Section shall not affect the validity or enforceability of any transaction entered into by the corporation.

## Section 23. Standard of Care.

A trustee shall perform the duties of a trustee, including duties as a member of any committee of the Board upon which the trustee may serve, in good faith, in a manner such trustee believes to be in the best interests of the corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. In performing the duties of a trustee, a trustee shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:

- i. One or more officers or employees of the corporation whom the trustee believes to be reliable and competent in the matters presented;
- ii. Counsel, independent accountants or other persons as to matters which the trustee believes to be within such person's professional or expert competence; or
- iii. A committee of the Board upon which the trustee does not serve as to matters within its designated authority, provided the trustee believes merits confidence and the trustee acts in good faith, after reasonable inquiry when the need therefore is indicated by the circumstances and without knowledge that would cause such reliance to be unwarranted.

## Section 24. Self-Dealing Transactions.

Self-dealing transactions means transactions to which the corporation is a party and in which one or more of the trustees (“interested trustee(s)”) has a material financial interest. Notwithstanding this definition of self-dealing transaction, the following transactions do not constitute self-dealing transactions:

- i. An action by the Board fixing the compensation of a trustee as a trustee or officer of the corporation;
- ii. A transaction which is part of a public or charitable program of the corporation if the transaction is (1) approved or authorized by the corporation in good faith and without unjustified favoritism, and (2) results in a benefit to one or more trustees or their families because they are in a class of persons intended to be benefited by the public or charitable program;

iii. A transaction of which the interested trustees have no actual knowledge, and which does not exceed the lesser of one percent (1%) of the corporation's gross receipts for the fiscal year immediately preceding the year in which such transaction occurs or One Hundred Thousand Dollars (\$100,000).

iv. A transaction the Attorney General has approved either before or after it was consummated.

v. A transaction with respect to which the following facts are established:

(1) The corporation entered into the transaction for its own benefit;

(2) The transaction was fair and reasonable as to the corporation at the time the corporation entered into the transaction;

(3) Prior to consummating the transaction or any part thereof, the Board authorized or approved the transaction in good faith by vote of a majority of the trustees then in office excluding the vote of the interested trustee(s) and with knowledge of the material facts concerning the transaction and the interested trustee's interest in it. Except as provided in paragraph (5) of this subsection, action by a committee of the Board will not satisfy this requirement; and

(4) Prior to authorizing or approving the transaction, the Board considered and in good faith determined after reasonable investigation under the circumstances that the corporation could not have obtained a more advantageous arrangement with reasonable effort under the circumstances, or the corporation in fact could not have obtained a more advantageous arrangement with reasonable effort under the circumstances; *or*

(5) A committee or person authorized by the Board approved the transaction in a manner consistent with the standards prescribed for approval by the Board under this subsection; it was not reasonably practical to obtain approval of the Board prior to entering into the transaction; and the Board, after determining in good faith that the conditions set forth in this paragraph (5) of this subsection were satisfied, ratified the transaction at its next meeting by a vote of a majority of the trustees then in office, excluding the vote of the interested trustee(s).

#### Section 25. Interested Trustee's Vote.

In determining whether the Board validly met to authorize or approve a self-dealing transaction, interested trustees may be counted to determine the presence of a quorum, but an interested trustee's vote may not be counted toward the required majority for such authorization, approval or ratification.

#### Section 26. Persons Liable and Extent of Liability.

If a self-dealing transaction has not been approved as provided in Section 24 of this Article, the interested trustee(s) may be required to do such things and pay such damages

as a court may provide as an equitable and fair remedy to the corporation, considering any benefit received by it and whether or not the interested trustee(s) acted in good faith and with the intent to further the best interests of the corporation.

Section 27. Contracts or Transactions With Mutual Trustees.

No contract or other transaction between the corporation and any domestic or foreign corporation, firm or association of which one or more of the corporation's trustees are trustees is either void or voidable because such trustee(s) are present at the meeting of the Board or committee thereof which authorizes, approves or ratifies the contract or transaction if:

i. The material facts as to the transaction and as to such trustee's other directorship are fully disclosed or known to the Board or committee, and the Board or committee authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient without counting the vote of the common trustee(s); or

ii. As to contracts or transactions not approved as provided in subsection i. of this Section, the contract or transaction is just and reasonable as to the corporation at the time it is authorized, approved or ratified.

Notwithstanding the foregoing, this Section shall not apply to self-dealing transactions described in Section 24 of this Article above.

Section 28. Corporate Loans and Advances.

The corporation shall not make any loan of money or property to or guarantee the obligation of any trustee or officer, unless approved by the Attorney General; provided, however, that the corporation may advance money to a trustee or officer of the corporation or any subsidiary for expenses reasonably anticipated to be incurred in the performance of the duties of such officer or trustee, if, in the absence of such advance, such trustee or officer would be entitled to be reimbursed for such expenses by the corporation, its parent or any subsidiary.

Section 29. Annual Report.

Pursuant to Section 6321 of the California Nonprofit Public Benefit Corporation Law, the Business Manager shall cause an annual financial report to be prepared and sent to each trustee not later than 120 days after the close of the fiscal or calendar year. Such annual report shall be prepared in conformity with the requirements of the California Nonprofit Public Benefit Corporation Law as it may be in effect from time to time.

Section 30. Annual Statement of Certain Transactions and Indemnifications.

Pursuant to Section 6322 of the California Nonprofit Public Benefit Corporation Law, the corporation shall furnish an annual statement of certain transactions and indemnifications to each of the trustees no later than 120 days after the close of the fiscal year. If the corporation issues an annual report as set forth in Section 28 of this Article above, this

requirement shall be satisfied by including the required information, as set forth below, in such report. Such annual statement shall describe:

i. Any “covered transaction” (defined below) during the previous fiscal year of the corporation involving (a) more than Fifty Thousand Dollars (\$50,000) or, (b) which was one of a number of “covered transactions” in which the same “interested person” (defined below) had a direct or indirect material financial interest, and which transactions in the aggregate involved more than Fifty Thousand Dollars (\$50,000). The statement shall describe the names of any “interested persons” involved in such covered transactions, including such “interested persons” relationship to the transaction, and, where practicable, the amount of such interest; provided, that in the case of a transaction with a partnership of which the “interested person” is only a partner, only the interest of the partnership need be stated.

ii. For the purposes of this Section, a “covered transaction” is a transaction in which the corporation, its parent or its subsidiary, was a party, and in which either of the following had a direct or indirect material financial interest:

(1) Any trustee or officer of the corporation, or its parent or subsidiary; or

(2) Any holder of more than ten percent (10%) of the voting power of the corporation, its parent or its subsidiary.

iii. The amount and circumstances of any indemnifications or advances aggregating more than Ten Thousand Dollars (\$10,000) paid during the fiscal year of the corporation to any officer or trustee of the corporation.

For purposes of this Section, any person described in either paragraph (1) or (2) of subsection ii. above is an “interested person.”

## ARTICLE V Officers

### Section 1. Officers.

The officers of this corporation shall be a President, one or more Vice Presidents, a Secretary/Director and a Chief Financial Officer/Treasurer. The corporation may also have, at the discretion of the Board, a chairman of the Board, one or more assistant secretaries, one or more assistant treasurers, and such other officers as may be elected or appointed by the Board. Any number of offices may be held by the same person, except that neither the secretary nor the treasurer may serve concurrently as the president or chairman of the Board.

### Section 2. Appointment of Officers.

Except as otherwise specified in Sections 3 and 10 of this Article, the officers of the corporation shall be chosen annually by the Board at the first meeting of the school year

and each shall hold office until he or she shall resign or shall be removed or otherwise disqualified to serve, or his or her successor shall be elected and qualified.

Section 3. Subordinate Officers.

The Board may appoint and may empower the president to appoint such other officers as the business of the corporation may require, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in the bylaws or as the Board may from time to time determine.

Section 4. President.

The President shall act with impartiality and tact and shall preserve order and decorum at all times. In addition to the duties required to be performed, the President of the Board shall preside at all regular and special meetings at which the President is present.

The Board President shall also perform other duties as directed by law, California Department of Education regulations, and the Board

Section 5. Vice President. The Vice-President of the Board shall act as President of the Board in the absence of the President.

Section 6. Secretary/School Director

The secretary shall be the Director of the School and, shall keep, or cause to be kept, at the principal office of the corporation the State of California, the original or a copy of the corporation's Articles of Incorporation and bylaws, as amended to date, and a register showing the names of all trustees and their respective addresses. The secretary shall keep the seal of the corporation and shall affix the same on such papers and instruments as may be required in the regular course of business, but failure to affix it shall not affect the validity of any instrument. The secretary also shall keep or cause to be kept at the principal office, or at such other place as the Board may order, a book of minutes of all meetings of the Board and its committees, with the time and place of holding; whether regular or special; if special how authorized; the notice thereof given; the names of those present and absent; and the proceedings thereof. The secretary shall give or cause to be given notice of all the meetings of the Board required by these bylaws or by law to be given; shall keep the seal of the corporation in safe custody; shall see that all reports, statements and other documents required by law are properly kept or filed, except to the extent the same are to be kept or filed by the treasurer; and shall have such other powers and perform such other duties as may be prescribed from time to time by the Board.

The School Director is hereby authorized to purchase supplies, services and equipment necessary or convenient for the operations of the School, provided that:

- A. The expenditure is consistent with the adopted budget of the corporation.*
- B. If the expenditure is not reflected in the adopted budget of the corporation, the expenditure does not exceed \$10,000 and is reported to the Board.*
- C. In the event of an emergency affecting the safety, health or continued operations of the corporation, the School Director obtains the prior consent of President or Vice President (if the President is unavailable), and the expenditure does not exceed \$20,000.*
- D. The School Director shall, from time to time, develop policies for the procurement of supplies, services and equipment on a competitive or other basis designed to ensure that the Corporation's procurements reflect a competitive cost, consistent with quality and timely delivery to meet the needs of the Corporation, for review and approval by the Board.*

*1. The School Director shall be responsible for the selection, hiring, and evaluation of the staff of the Corporation, in a manner consistent with adopted budget, the Charter and contracts entered into by the Corporation and the personnel policies adopted by the Board. Pursuant to the Charter, the Board retains responsibility for hiring and evaluating the School Director.*

*2. Any authority delegated to the School Director may be, further delegated by the School Director.*

*3. Nothing in this resolution is intended to limit the authority granted to the School Director by the Charter, By-Laws, or any prior resolution or directive of the Board.*

*Passed and adopted this 13th day of September, 1999.*

#### Section 7. Chief Financial Officer/Business Manager

The Chief Financial Officer/ Treasurer hereinafter referred to as the Business Manager shall keep and maintain or cause to be kept and maintained adequate and correct accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts, disbursements, gains and losses. The books of account shall at all times be open to inspection by any trustee. The Business Manager shall deposit or cause to be deposited all monies and other valuables in the name and to the credit of the corporation in such depositories as may be designated by the Board. The Business Manager shall disburse the funds of the corporation as shall be ordered by the Board, shall render to the president and the trustees, upon request, an account of all transactions as Business Manager. The Business Manager will make regular financial reports to the board as required by law.



## Section 8. Removal and Resignations

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 corporation, but without prejudice to the rights, if any, of the corporation 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.

## Section 9. Vacancies.

A vacancy in any office because of death, resignation, removal, disqualification, or any other cause, shall be filled in the manner prescribed in the bylaws for regular election or appointment to such office, provided that such vacancies shall be filled as they occur and not on an annual basis.

# ARTICLE VI Indemnification

## Section 1. Definitions.

For the purposes of this Article, “agent” means any person who is or was a trustee, director, officer, or employee of this corporation, or is or was serving at the request of the corporation as a trustee, director, officer, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, or was a trustee, director, officer, employee or agent of a foreign or domestic corporation which was a predecessor corporation of this corporation or of another enterprise at the request of such predecessor corporation; and “proceeding” means any threatened, pending completed action or proceeding, whether civil, criminal, administrative or investigative; and “expenses” includes, without limitation, attorneys’ fees and any expenses of establishing a right to indemnification under Sections 4 or 5.b. of this Article.

## Section 2. Indemnification in Actions by Third Parties.

This corporation may indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of this corporation to procure a judgment in its favor, an action brought under Section 5233 of the California Nonprofit Public Benefit corporation Law, or an action brought by the Attorney General or a person granted relator status by the Attorney General for any breach of duty relating to assets held in charitable trust) by reason of the fact that such person is or was an agent of this corporation, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of this corporation, and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction or

upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in the best interests of this corporation or that the person had reasonable cause to believe that the person's conduct was unlawful.

Section 3. Indemnification in Actions by or in the Right of the Corporation.

This corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action by or in the right of this corporation, or brought under Section 5233 of the California Nonprofit Public Benefit corporation Law, or brought by the Attorney General or a person granted relator status by the Attorney General for breach of duty relating to assets held in charitable trust, to procure a judgment in its favor by reason of the fact that such person is or was an agent of the corporation, against expenses actually and reasonably incurred by such person in connection with the defense or settlement of such action if such person acted in good faith, in a manner such person believed to be in the best interests of the corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. No indemnification shall be made under this Section:

i. In respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to this corporation in the performance of such person's duty to the corporation, unless and only to the extent that the court in which such proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses which such court shall determine;

ii. Of amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval; or

iii. Of expenses incurred in defending a threatened or pending action which is settled or otherwise disposed of without court approval, unless it is settled with the approval of the Attorney General.

Section 4. Indemnification Against Expenses.

To the extent that an agent of this corporation has been successful on the merits in defense of any proceeding referred to in Sections 2 or 3 of this Article or in defense of any claim, issue or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

Section 5. Required Determinations.

Except as provided in Section 4 of this Article, any indemnification under this Article shall be made by this corporation only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Sections 2 or 3 of this Article by:



a. A majority vote of a quorum consisting of trustees who are not parties to such proceeding; or

b. The court in which such proceeding is or was pending upon application made by this corporation or the agent or the attorney or other person rendering services in connection with the defense, whether or not such application by the agent, attorney or other person is opposed by this corporation.

#### Section 6. Advance of Expenses.

Expenses incurred in defending any proceeding may be advanced by this corporation prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount unless it shall be determined ultimately that the agent is entitled to be indemnified as authorized in this Article.

#### Section 7. Other Indemnification.

No provision made by this corporation to indemnify its or its subsidiary's trustees, directors or officers for the defense of any proceeding, whether contained in the Articles of Incorporation, bylaws, a resolution of trustees/directors, an agreement, or otherwise, shall be valid unless consistent with this Article. Nothing contained in this Article shall affect any right to indemnification to which (i) persons other than such trustees/directors and officers may be entitled by contract or under the provisions of the California Tort Claims Act, or (ii) such trustees/directors may be entitled under the provisions of the California Tort Claims Act, or (iii) either may otherwise be entitled.

#### Section 8. Forms of Indemnification Not Permitted.

No indemnification or advance shall be made under this Article, except as provided in Sections 4 or 5.b., in any circumstances where it appears:

a. That it would be inconsistent with a provision of the Articles of Incorporation, these bylaws, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

b. That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

#### Section 9. Insurance.

The corporation shall have the power to purchase and maintain insurance on behalf of any agent of this corporation against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such whether or not this corporation would have the power to indemnify the agent against such liability under the provisions of this Article; provided, however, that this corporation shall have no power to purchase and maintain

such insurance to indemnify any agent of the corporation for a violation of Section 5233 of the California Nonprofit Public Benefit corporation Law.

Section 10. Nonapplicability to Fiduciaries of Employee Benefit Plans.

This Article does not apply to any proceeding against any trustee, investment manager or other fiduciary of an employee benefit plan in such person's capacity as such, even though such person may also be an agent of the corporation as defined in Section 1 of this Article. The corporation shall have power to indemnify such trustee, investment manager or other fiduciary to the extent permitted by subdivision (f) of Section 207 of the California General Corporation Law.

ARTICLE VII  
Miscellaneous

Section 1. Fiscal Year.

The fiscal year end of the corporation shall be, June 30th.

Section 2. Voting Shares.

The corporation may vote any and all shares held by it in any other corporation by the president or such other officer, agent or proxy as the Board may appoint; and, such officers or any of them, may likewise appoint a proxy to vote such shares.

Section 3. Checks, Drafts, Etc.

All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of or payable to the corporation and any and all securities owned by or held by the corporation requiring signature for transfer shall be signed or endorsed by such person or persons and in such manner as from time to time shall be determined by the Board or the executive committee, if any, or by the president and the chairman of the Board.

Section 4. Endorsement or Execution of Documents and Contracts.

Subject to the provisions of applicable law, any note, mortgage, evidence of indebtedness, contract, conveyance or other instrument in writing and any assignment or endorsement thereof executed or entered into between the corporation and any other person, when signed by the, the president, certain designated vice-presidents, the secretary or the treasurer of the corporation, shall be valid and binding on the corporation in the absence of actual knowledge on the part of the other person that the signing officer(s) had no authority to execute the same. Additionally, by resolution of the Board, general signatory authority may be granted and delegated to other persons on behalf of the corporation. Any such instruments may be signed by any other person or persons and in such manner as from time to time shall be determined by the Board, or the president. Unless so authorized, no officer, agent or employee shall have any

power or authority to bind the corporation to any contract or engagement or to pledge its credit or to render it liable for any purpose or amount.

#### ARTICLE VIII Amendments

These bylaws shall be reviewed at least once every four (4) years and such review shall be documented in the minutes of the Board meetings. These bylaws may be amended or repealed and/or new bylaws adopted only by approval of a majority of the number of trustees then in office.

DRAFT

## **CERTIFICATE OF ADOPTION**

I, the undersigned, do hereby certify:

1. That I am the Secretary of Pacific View Charter School.
2. That the foregoing Bylaws constitute the Bylaws of the corporation as duly adopted by the Board of Trustees on September 22, 2010.

---

Gina Campbell  
Secretary

Date

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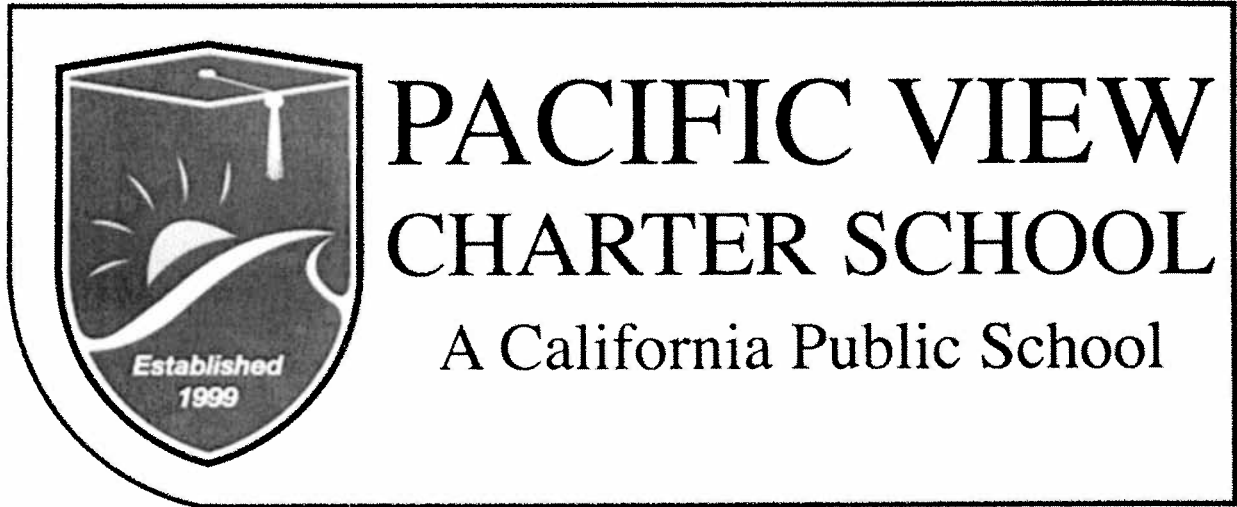
**BYLAWS  
OF  
PACIFIC VIEW CHARTER SCHOOL**

DRAFT

**Last Amended 10-05-04  
09-22-10  
02-15-11  
12-13-2011**



12.9



## **PETITION FOR CHARTER RENEWAL**

**SUBMITTED TO OCEANSIDE UNIFIED SCHOOL DISTRICT**

**Renewal Term: July 2014-June 30, 2019**

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# **PACIFIC VIEW CHARTER SCHOOL'S CHARTER**

## **FEBRUARY, 2014**

### **PURPOSE**

Pacific View Charter School ("PVCS" or the "Charter School") has been committed to making a difference in the Oceanside Community by providing a quality educational alternative for all students in grades K-12. It is the goal of PVCS to continue to offer parent/guardians and students an educational environment that provides choice and emphasizes the pursuit of excellence through a Personalized Learning Model.

The staff at Pacific View Charter School passionately cares about children and the way they learn. The Learning Team, which consists of the Supervisory Teacher, the parent/guardian and the student, works in an atmosphere of collaboration and mutual understanding as they strive to help the student meet his/her academic goals. In addition to the pursuit of high academic skills, staff and students work together to create rich opportunities for learning and service outside of PVCS's environment. Students are highly encouraged to participate in activities that assist them in becoming responsible, creative individuals who will be prepared to successfully fulfill their citizenship and educational responsibilities as adults in the twenty-first century.

To help students achieve their full potential, curriculum has been developed that takes learning styles into consideration and meets the Common Core State Standards ("CCSS"); sensitive and thorough monitoring of student progress is an ongoing process; personalized learning plans are generated to help each student develop and reach his/her full academic potential; students are provided the opportunity to work independently as well as in small group settings; and parent/guardians, students and teachers collaboratively develop and monitor the student's yearly goals and objectives. Opportunities to enrich the curriculum and student activities are actively researched and pursued in order to offer Pacific ViewPVCS students a full and rich environment for learning.

The parent/guardian and staff are accountable for meeting the academic needs of all students attending PVCS. Parents/Guardians are an integral part of their student's educational program. They are also encouraged to assist in Charter sSchool activities and serve on Charter sSchool committees. With the support of family, the community and the staff, Pacific View Charter School will continue to meet the needs of students through a personalized learning program designed to facilitate the educational success of each and every student.

## **MISSION**

The Pacific View Charter School community is focused on the success of each student and genuinely involves parents/guardians in the education of their children. PVCS is committed to providing appropriate physical space, materials, qualified personnel, and staff development in order to guide the learning of its K-12 students. These efforts take place in a safe and healthy environment.

## **VISION**

Students at Pacific View Charter School become confident, self-motivated individuals who are academically and technologically proficient. They become productive citizens who show respect for themselves and others. They develop into effective global communicators who listen, speak, read and write in an effective manner. The individual needs and learning styles of students are accommodated through personalized learning. When students leave Pacific View Charter School, they have the skills to be life-long, reflective learners who are able to be rational and objective when making decisions.

## **CORE VALUES**

### **The Personalized Learning Model**

We believe that creating an Individualized Learning Plan for students that encompasses the development of 21<sup>st</sup> Century skills and content knowledge will prepare them for success in college and the work force.

### **Parental Involvement**

We believe parents are an integral part of the student's personal and academic success. Pacific View Charter School partners with parents in the education of their children and in the governance of the Charter School.

### **Students Succeeding in the 21<sup>st</sup> Century**

We believe it is critical that students develop learning and innovation skills in the areas of creativity, critical thinking, problem solving, communication, and collaboration. Curriculum that utilizes information and communication technology (ICT) literacy tools, and media will prepare students for the 21<sup>st</sup> Century.

### **Fiscal Solvency**

We believe the prudent use of fiscal resources is essential to the vision and mission of the Charter School.

## **HISTORY**

Pacific View Charter School opened its doors in August 1999 as a K-12 public school chartered authorized by the Board of Trustees Education of the

Oceanside Unified School District ("OUSD" or the "District"). PVCS provides Oceanside and the neighboring communities with an alternative educational environment that provides a Personalized Learning Model. Enrollment at PVCS is strictly on a voluntary basis. All students in the Oceanside Unified School District, San Diego County and contiguous counties are able to attend PVCS. Pacific View Charter School's enrollment has grown from 132 in its first year of operation to 500 in 2014, its 15th year of operation.

PVCS has successfully been able to provide students and parents/guardians with a quality academic program designed to meet the needs of each individual student. As a confirmation of the quality of PVCS's program PVCS voluntarily sought accreditation from the Western Accreditation of Schools and Colleges of its K-12 program to affirm the vision, goals, and accomplishments of our program. PVCS received an excellent oral report and was granted a six year accreditation in 2003. In 2009 PVCS received an additional six year accreditation with another excellent report at the mid-term visit in 2012. PVCS is currently in the renewal process for WASC Accreditation.

## CHARTER RENEWAL

In accordance with Education Code Section 47607(a)(3)(A), the District shall consider increases in pupil academic achievement as the most important factor in determining whether to grant a charter renewal.

The following shall serve as documentation confirming that the Charter School exceeds the statutory criteria required for renewal set forth in Education Code Section 47607(b):

- The Charter School has exceeded its API growth target in the prior year, both schoolwide and for all groups of pupils served by the Charter School. (Education Code Section 47607(b)(1))

Year	API Score	Growth Target	Actual Growth	Met Growth Target Schoolwide and Subgroups
2013	720	6	+32	Yes
2012	685	5	-18	No
2011	708	5	-42	No
2010	752	5	+52	Yes
2009	700	7	+37	Yes

- The Charter School has ranked in deciles 4 to 10, inclusive, on the API for a demographically comparable school in two of the last three years. (Education Code Section 47607(b)(3))

Year	Similar Schools Ranking
2012	5
2011	10
2010	10
2009	9
2008	10

Therefore, the Charter School has exceeded the minimum criteria for renewal by meeting two of three of the possible criteria.

## **ELEMENT #1: Educational Program**

**Governing law:** A description of the education program of PVCS the school, designed among other things, to identify those whom PVCS the school is attempting to educate, what it means to be an “educated person” in the 21<sup>st</sup> century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners.

A description, for the charter school, of annual goals, for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals.

If the proposed school will serve high school pupils, a description of the manner in which the charter school will inform parents about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable and courses approved by the University of California or the California State University as creditable under the “A” to “G” admissions criteria may be considered to meet college entrance requirements.

-Education Code Section 47605(b)(5)(A)(i)-(iii)

## **GOALS AND OBJECTIVES**

Pacific View Charter School provides a personalized learning program that is designed to meet the needs of each individual student. Through the collaborative efforts of the Supervisory Teacher, the parent/guardian, and the student, a personalized lesson plan is developed to provide high academic success in a safe and nurturing environment for each student.

**Pacific View Charter School will strive to:**

1. Foster student learning
2. Address the multiple intelligences with the intention of raising and supporting achievement in academic learning



3. Increase educational opportunities for all students
4. Provide and implement innovative teaching methods
5. Provide parent/guardians and students with expanded choices in the types of educational opportunities available within the publicly funded school system
6. Meet all statewide standards and conduct all pupil testing required by state law

## **EDUCATIONAL PROGRAM**

Pacific View Charter School offers a Personalized Learning Model that includes the following:

1. The Supervisory Teacher, parent/guardian or designated support person, and student collaborate in developing and achieving high academic success in a personalized learning program. Supervisory Teachers meet one-on-one with the parent/guardians and the student at regularly scheduled conferences to review assigned work completed by students.
2. A variety of instructional strategies are available at all levels to address individual student needs and school goals. These may include such things as: utilization of computer based instruction, online curriculum, small group learning, tutoring opportunities, educational field trips, community service, and guided textbook use, among others.
3. Curriculum is aligned to the Common Core State Standards. Specialized small group instruction may be offered to elementary, middle school, and high school students in various academic subjects and extra-curricular activities to provide support and promote social interaction.
4. High school students are encouraged to take community college classes to assist them in furthering their educational goals.
5. The high school program operates on a year-round flexible open entry/open exit model following a two-track system using a 175-day school year calendar. An extended year component is also offered. The elementary school program is closely aligned to a traditional school year and also uses a 175-day school year calendar.
6. An online course of study is available to students who choose to utilize the services of PVCS in a virtual environment. Online delivery may include but not be limited to instruction, curriculum, assigning lessons, learning team meetings, communication, collecting assignments, etc.

Upon enrollment at Pacific View Charter School, professional staff members assess each student's current performance in the areas of reading and math through a computer based diagnostic tool. A Personalized Learning Plan which adheres to California StandardsCCSS, Curriculum Frameworks, and the Pacific View Charter School graduation requirements is developed for each student.

Pacific View Charter School offers a pathway to academic success for each student. Pacific View's educational program is based upon a highly effective, multi-tiered Response to Intervention Model. Upon enrollment, Supervisory teachers examine the academic history and state assessments of all students, as well as assess levels of Math and Reading through a local assessment tool. The Supervisory teacher then assigns appropriate curriculum and instructional support to each student based on their academic needs, as well as carefully develops goals for each student to achieve. Student progress towards these goals is carefully monitored throughout the school year by frequent assessments. Certificated staff and instructional assistants work in collaboration to ensure that all students are progressing towards their goals, and often adjust the curriculum and instructional support students receive throughout the year to meet the students' needs.

#### **Whom will PVCS educate:**

Pacific View Charter School is open to all students seeking an alternative educational program. Pacific View is non-sectarian in its program, admissions policies, employment practices, and in all other operations. PVCS does not charge tuition, or discriminate on the basis of race, ethnicity, national origin, gender, religion, sexual orientation, marital status, or disability the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics). PVCS uses a variety of publicity and public relations opportunities to encourage enrollment of a diverse population of students.

Research has shown that students experience greater success in school settings that are structured to create close, sustained relationships between student and teacher. PVCS provides such relationships through multi-age/multi-grade groupings where students and parents/guardians remain with the same teacher for several consecutive years. Pacific View Charter School believes this close relationship fosters higher achievement for students and fewer behavioral problems.

### **What it means to be an “educated person” in the 21<sup>st</sup> century:**

We believe an “educated person” in the 21<sup>st</sup> century is an individual who has a desire to become a self-motivated, lifelong reflective learner; an effective global communicator; proficient in academic skills, and a productive citizen as stated in the Vision of Pacific View Charter School. PVCS assists students in acquiring the skills needed to prosper in the 21<sup>st</sup> century. These skills include the ability to read, write, compute, speak, ask questions, listen, problem solve, work both independently and in teams, use technology, manage time, accept personal responsibility, stay healthy, and comfortably relate with others.

Pacific View expects all students to be active learners and demonstrate continued measurable growth. The School will also promote curiosity, integrity, social responsibility, and confidence. Development in these areas will strengthen students’ self esteem and take an active role in their lifelong learning process.

### **How learning best occurs:**

Pacific View Charter School believes learning best occurs:

1. When meaningful collaboration between the teacher, parent/guardian and student occurs in a regular, consistent manner
2. When a Personalized Learning Plan is designed to meet the individual needs of each student
3. When a variety of learning modalities are incorporated into the curriculum
4. When teaching and assessment occur on a regular on-going basis insuring understanding, mastery and progress in subject matter
5. When students are involved in meaningful, real-life experiences
6. When students have a solid foundation in language arts, writing and math
7. When students have good study skills and are proficient in the use of technology

In accordance with the Goals and Objectives established by Pacific View Charter School, PVCS will continue to work with parents/guardians and students using the Personalized Learning Model to develop enable students to become self-motivated, competent, lifelong learners ready to take their places as productive citizens of the 21<sup>st</sup> century.

## **High School Program**

PVCS notifies students of the transferability of courses to other public high schools, and the eligibility of courses to meet college entrance requirements, by listing courses and a-g eligibility on our website. The students transcripts are reviewed with parents and students to ensure graduation requirements are met and to assess transferability of courses to meet college entrance requirements.

The core curriculum at Pacific View Charter School is based on California Common Core State Standards and Expected Schoolwide Learning Results (ESLR) as approved by the Western Association of Schools and Colleges (WASC). In accordance with Education Code Section 47605(b)(5)(A)(ii) these courses are transferable to other public high schools. Each term, the School will advise parents and students as to which courses, if any, have been approved by the University of California or California State University as creditable under the "a-g" admissions criteria for college entrance requirements.

## **SPECIAL NEEDS STUDENTS WITH DISABILITIES:**

PVCS shall comply with all applicable provisions of the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act ("ADA"). PVCS shall be solely responsible for compliance with Section 504 and the ADA. With regard to serving special education students, PVCS shall be considered a public school of the Local Educational Agency (LEA) that granted the charter District pursuant to Education Code Section 47641(b) and shall work jointly with the District to ensure full compliance with IDEA. PVCS and the District shall describe the flow of special education services and funding to Charter School students that is consistent with Education Code Section 47646, and more fully described in the MOU, so that PVCS shall participate in state and federal funding for special education in the same manner as any other public school of the District, and shall receive an equitable share of special education funding and services. In accordance with Education Code Section 51745(c), no student with special needs shall be allowed to participate in Independent Study/Personalized Learning unless it is written into his/her Individualized Education Plan, or unless the student is otherwise eligible for special education services under federal or state law which is applicable to California Charter Schools.

## **ELEMENT #2**

The measurable pupil outcomes identified for use by PVCS the charter school. "Pupil Outcomes," for purposes of this part means the extent to which all pupils of PVCS the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in PVCS's the school's educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for

**all groups of pupils served by the charter school, as that term is defined in subparagraph (B) of paragraph (3) of subdivision (a) of Section 47607. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school. Education Code Section 47605(b)(5)(B).**

Based on the California Department of Education Independent Study Manual, student compulsory attendance is based upon outcomes rather than time in seat. Students are required to submit work products, including assessments and evaluations, on a regular basis. Attendance is based upon the amount of work accomplished and learning demonstrated, plus the time value of that work. All work is evaluated by a credentialed teacher.

Mastery of the core instructional standards is demonstrated through assessment, work products and conferences. The Common Core State Standards are used in choosing curriculum and in developing courses. Lesson plans clearly describe the objectives students are expected to master during each lesson.

Learning team conferences are held on a regular basis for both high school and K-8 students. Progress towards California Common Core State Standards and course objectives will be monitored during these conferences.

### **ELEMENT #3**

**The method by which pupil progress in meeting those pupil outcomes is to be measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card. Education Code Section 47605(b)(5)(C).**

In compliance with Education Code § 47605.6, Pacific View Charter School will develop a Local Control Accountability Plan in accordance with the template adopted by the State Board of Education in order to help monitor progress towards Pacific View Charter School's objectives. This plan will be reviewed and updated annually and the budget revised to implement the actions described in the plan as submitted to Oceanside Unified School District. Pacific View Charter School will engage the school community in the plan development and review process. Further, Pacific View Charter School will comply with all applicable regulations and compliance requirements developed in this regard.

Curriculum-based assessments built around rigorous Common Core State Standards are used to determine acquisition and mastery of the curriculum. Pacific View Charter School desires to maintain a high measure of accountability and seeks close alignment between what is taught and what is assessed. Pacific

View Charter School measures work through a diverse range of assessment tools including, but not limited to, standardized testing, rubrics, work samples, and projects.

Supplemental assessment measures have been implemented to test the accuracy and viability of the educational program. A variety of assessments are given frequently by credentialed teachers. Modifications are made as a result of discussed needs.

Standardized Testing: State-mandated criterion referenced tests are administered as required by Education Code Sections 47605(c)(1) and 60640.

Diagnostic Assessment: A variety of independent assessment diagnostic tools are utilized.

Portfolios: Multiple work samples create an ongoing record of student work and learning experiences.

Rubrics: Rubrics, based on Common Core State Standards, are used to evaluate student work.

Projects: A series of assigned student projects demonstrate mastery of various content areas.

Students who enroll at PVCS perform at or above comparable students at other schools in Oceanside Unified School District (OUSD) as Pacific View Charter School's overall outcome objective. PVCS annually uses its measurable outcomes to compare itself to comparable dDistrict schools. PVCS also compares its students' current performance to its own historical record in order to develop a plan for continuous improvement.

At a minimum, PVCS meets all statewide standards and conducts assessments required pursuant to Ed Code 60640 and any other statewide standards authorized in statute or student assessments applicable to students in non-charter public schools. Commencing January 1, 2005, Pacific View Charter School commenced participation in the State Accountability Program. PVCS shall also comply with the provisions required by Charter Schools of the state's Elementary & Secondary Education Act formerly NCLB.

#### ELEMENT #4

The governance structure of PVCS the school, including, but not limited to, the process to be followed by PVCS to ensure parental/guardian involvement. Education Code Section 47605(b)(5)(D).

##### Governance Structure

Pacific View Charter School is operating as a non-profit public benefit corporation. It maintains a defined set of by-laws, which outlines and delineates the rights and responsibilities of its Board of Trustees.

The Charter School will operate autonomously from the District, with the exception of the supervisory oversight as required by statute and other contracted services as negotiated between the District and the Charter School. Pursuant to California Education Code Section 47604(c), the District shall not be liable for the debts and obligations of the Charter School, operated as a California non-profit public benefit corporation, or for claims arising from the performance of acts, errors, or omissions by the Charter School as long as the District has complied with all oversight responsibilities required by law.

Attached, as Appendix C, please find the Charter School Articles of Incorporation, and Conflict of Interest Code.

The governance structure of Pacific View Charter School is based upon the philosophy that the community must be more generally involved in educating its children, and that parents/guardians must be more specifically and actively involved in the education of their children.

The PVCS by-laws govern the number of Board Trustees. Trustees may include, but are not limited to, community members, business owners, educators, parent/guardians, and other Charter School operators. It is desirable for at least one member of the Board to be a parent/guardian of a PVCS student. A District representative may be included as an advisor to the Charter Board at the discretion of the Oceanside Unified School District. The Board of Trustees will exclude present ~~and past~~ employees of PVCS and their spouses. **No former employee shall serve on the Board of Trustees unless such former employee previously served as a trustee after 2010, and is not an interested person as defined in Section 22 of Article IV of these bylaws.**

The responsibilities of the Board of Trustees will include fiscal policy, school policy, instructional program review, and strategic planning processes. The Board of Trustees will also be responsible for the academic program terms and conditions of employment of the Executive Director, and legal compliance. Decisions made by the Board of Trustees require a simple majority for approval and will abide by the approved by-laws according to law. The Governance Board will follow the guidelines established in the Brown Act for holding open public meetings.

A Conflict of Interest policy has been developed that complies with the Political Reform Act, government code Section 87100 *et. seq.* and nonprofit corporation law that applies to all board members and employees. Board members shall reveal any conflict of interest as it arises in the course of Charter School business and shall not participate in any discussion and/or vote on any matter(s) where such a conflict exists. Annual disclosure statements are required.

## **ELEMENT #5**

**The qualifications to be met by individuals to be employed by PVCS the school. Education Code Section 47605(b)(5)(E).**

### **Employee Teacher Qualifications**

As required by law, Supervisory Teachers at Pacific View Charter School are required to hold a California Commission of Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools would be required to hold for the State of California.

### **Executive Director Qualifications**

The Executive Director qualifications as described in the Executive Director Job Description are:

1. Master's degree in education, administration, or other relevant area
2. Experience in education as a teacher and/or administrator
3. Preferably holds or is willing to obtain an administrative credential or has 3-5 years of administrative experience in a charter school

### **Employment Conditions**

Employees shall enter into an employment agreement. This agreement sets forth the rights and responsibilities of these employees. Employees do not accrue tenure, seniority, or any rights for future employment by PVCS.

As provided by law, the Charter exercises flexibility with regard to those teaching non-core, non-college preparatory courses. (Non-core, non-college preparation courses are those other than: Language Arts, Math, Social Science, and Science.) PVCS may employ qualified adults to assist credentialed teachers in student instruction. Qualified adults are individuals that are interviewed and hired to teach non-core subjects by the administration of PVCS. These individuals are required by law to have fingerprint and criminal background checks, as do all employees of Pacific View Charter School.



Within the provisions of law, Pacific View Charter School reserves the right to recruit, interview and hire anyone, at any time, who has the best qualifications to fill any of its positions. PVCS maintains the legally required level of the student-to-teacher ratio mandated by the State of California as outlined in the California Department of Education Independent Study Manual.

## **ELEMENT #6**

**The procedures that PVCS the school will follow to ensure the health and safety of pupils and staff. These procedures shall include the requirement that each employee of PVCS the school furnish PVCS the school with a criminal record summary as described in Education Code § Section 44237. Education Code Section 47605(b)(5)(F).**

### **Health and Safety Procedures**

Pacific View Charter School has a comprehensive set of health, safety, and risk management procedures in place, which are on file at the Charter School and available for inspection at any time. These procedures address the following topics, at a minimum:

- All enrolling students are required to provide records documenting immunizations to the extent required for enrollment in non-charter public schools, or a waiver.
- Pacific View Charter School's Safety Plan outlines procedures for response to natural disasters and emergencies, including fires and earthquakes, lockdown, CPR/AED.
- Instructional and administrative staff has been trained in the prevention of contaminating blood-borne pathogens.
- Staff will receive training as to PVCS's procedure relating to the administration of prescription drugs and other medicines.
- The facilities in which PVCS operates shall be maintained at the expense of PVCS to ensure the safety of students and staff.
- PVCS will function as a drug, alcohol, and tobacco free workplace.
- Prior to employment with PVCS, all potential employees shall voluntarily submit to a criminal background check as required by Education Code Section 44237. All Pacific View Charter School employees and contractors shall be subject to the fingerprinting requirements of Education Code Sections 45125, 45125.01, and 45125.1, as applicable. PVCS shall comply with child abuse reporting laws as required.

These procedures will be incorporated as appropriate into both the Staff Handbook and also the Parent/Guardian/Student Handbook, and will be reviewed on an ongoing basis in PVCS's staff development efforts and governing board policies.

## **ELEMENT #7**

**The means by which PVCS the school will achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of PVCS the district to which the charter petition is submitted. Education Code Section 47605(b)(5)(G).**

It is the sincere desire and the intent of Pacific View Charter School to achieve a racial and balance in its enrollment consistent with Education Code Section 47605(b)(5)(G).

Pacific View Charter School actively recruits new students with the goal of reflecting the racial and ethnic balance of the general population residing within the territorial jurisdiction of the Oceanside Unified School District. PVCS's recruiting efforts include but are not limited to: distribution of informational materials to schools, community centers, churches, civic organizations, neighborhood meeting areas, community events, and other places where diverse student families may be reached. PVCS also publicizes information in newspapers and local magazines in order to reach a diverse population.

## **ELEMENT #8**

**Admission requirements, if applicable. Education Code Section 47605(b)(5)(H).**

### **Student Admission Requirements**

Pacific View Charter School will actively recruit a diverse student population from the dDistrict and surrounding areas who understand and value PVCS's mission and are committed to PVCS's instructional and operational philosophy. Pacific View Charter School identifies the following admission requirements and parameters:

- Students will be considered for admission without regard to the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics)ethnicity, national origin, gender, disability, sexual orientation or achievement level as required by Education Code 47605(d).

- Pacific View Charter School complies with the necessary laws that establish minimum and maximum age of attendance, proof of residency, and immunization documentation needed to attend a public school.
- Admission to PVCS shall be open to any eligible student as defined by Ccharter Sschool Llaw up to PVCS's staffing and physical layout capacity.
- Prior to being admitted to PVCS, prospective students and their parents/guardians may attend an informational meeting. They are informed about PVCS's instructional program, operational philosophy, and the required parent/guardian involvement and student responsibilities.
- Parents/Guardians understand that admission to Pacific View Charter School demands a significant degree of academic involvement and support of their students. Master Agreements are signed upon enrollment indicating that the parent/guardian and student understand the requirements for attending Pacific View Charter School.
- Admission tests are not required. Students in grades two through eleven will take diagnostic assessments to ascertain performance levels in mathematics, reading, and/or language arts.
- Pacific View Charter School retains the right to admit suspension pending expulsion and/or expelled students from Oceanside or other Districts, upon approval of PVCS's Board of Trustees.
- Students seeking to enroll must submit a complete and truthful application as a condition of admission, and agree to comply with the charter and the policies in the Student Handbook.

In the event that more students wish to attend than PVCS has capacity, a public random drawing will be held. Preference in the drawing shall be extended to pupils currently attending the cCharter sSchool and to students in the following preferences, which are listed below in order of priority:

- Relatives of the Charter sSchool's founding families (not to exceed 10% of the sCharter School's total population)
- Students residing within the boundaries of the sponsoring District.
- Siblings of students currently enrolled in the Charter sSchool
- Relatives of staff and governing board members (not to exceed 10% of the total student population)

At the conclusion of the public random drawing, all students who were not granted admission due to capacity shall be given the option to put their name on a wait list according to their draw in the lottery. This wait list will allow students the option of enrollment in the case of an opening during the current school year. In no circumstance will a wait list carry over to the following school year.

Public random drawing rules, deadlines, dates and times will be communicated in the application form and on the Charter School's website. Public notice for the date and time of the public random drawing will also be posted once the application deadline has passed. The Charter School will also inform parents of

all applicants and all interested parties of the rules to be followed during the public random drawing process via mail or email at least two weeks prior to the lottery date.

The Charter School will conduct the lottery in the spring for enrollment in fall of that year.

## **ELEMENT #9**

**The manner in which annual, independent, financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority. Education Code Section 47605(b)(5)(l).**

### **Annual Audit**

An annual independent financial audit of the books and records of the Charter School will be conducted as required by Education Code Sections 47605(b)(5)(l) and 47605(m). The books and records of the Charter School will be kept in accordance with generally accepted accounting principles, and as required by applicable law, the audit will employ generally accepted accounting procedures. The audit shall be conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controller's K-12 Audit Guide.

The Charter School will select an independent auditor through a request for proposal format. The auditor will have, at a minimum, a CPA and educational institution audit experience and will be approved by the State Controller on its published list as an educational audit provider. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in applicable Office of Management and Budget Circulars.

The annual audit will be completed and forwarded to the District, the County Superintendent of Schools, the State Controller, and to the CDE by the 15th of December of each year. The Principal, along with the audit committee, if any, will review any audit exceptions or deficiencies and report to the Charter School Board of Directors with recommendations on how to resolve them. The Board will submit a report to the District describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the District along with an anticipated timeline for the same. Audit appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel ("EAAP") in accordance with applicable law.

The independent financial audit of the Charter School is a public record to be provided to the public upon request.

Each fiscal year the Executive Director or designee oversees the preparation and completion of an annual audit of PVCS's financial affairs. Such an audit will, at a minimum, verify the accuracy of Pacific View's financial statements, revenue-related data collection, attendance and enrollment accounting practices, and examine PVCS's internal controls. Pacific View will contract with an independent auditor experienced in auditing public schools to insure generally accepted accounting principles are utilized. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in any applicable Governing Audit Standard. It is anticipated that the annual audit will be completed within six months of the close of the fiscal year. The PVCS Executive Director and/or designee review any audit exceptions or deficiencies and report to PVCS's Board with recommendations on how to resolve them.

Consistent with Education Code Sections 47605(b)(5)(l) and 47605(m), PVCS will submit its annual, independent financial audit report to the District, the County Superintendent of Schools and the State Controller by December 15 of each year.

Annually, before or upon June 1, Pacific View will submit an estimated budget to the District detailing projected estimated revenues and expenditures, based on identified and reasonable assumptions. ADA reports will be submitted to the District for auditing prior to PVCS submitting to the County Office of Education as required for the attendance periods of P1, P2, and Annual.

Pacific View Charter School shall pay the District (1%) of Pacific View's revenues for the actual costs of the District's supervisory oversight of Pacific View Charter School. "Revenue" for purposes of this calculation shall include those funds described in subdivisions (a) and (b) of Education Code Section 47632, including General Purpose Entitlements and Categorical Block Grant Funds per Education Code § Section 47613(f).

## **ELEMENT #10**

**The procedures by which pupils can be suspended or expelled. Education Code Section 47605(b)(5)(J).**

The Charter School maintains a comprehensive set of student discipline policies. The rules for student discipline for Pacific View Charter School and a summary of the Student Discipline, Suspension and Expulsion Policy, and other relevant requirements and procedures are distributed as part of the School's

Parent/Student Handbook and clearly describe expectations regarding attendance, mutual respect, substance abuse, violence, safety and work habits.

Each student and his or her parent or guardian is required to acknowledge they have received the policies at their enrollment meeting. These policies provide all students with an opportunity for due process and are developed to conform to applicable federal law regarding students with exceptional needs.

The Executive Director or designee may suspend students who fail to comply with these policies at any time. Students who habitually fail to comply with these policies may also be expelled by the Board of Trustees after due process and upon the recommendation of the Executive Director. Pacific View Charter will comply with any District expulsion notification requirements and includes suspension and expulsion data in its annual School Accountability Report Card (SARC).

## **ELEMENT #11**

**The manner by which staff members of PVCSs the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or Ffederal Ssocial Ssecurity. Education Code Section 47605(b)(5)(K).**

All employees of Pacific View Charter School will participate in State Teachers' Retirement System (STRS) or Public Employees' Retirement System (PERS) and federal social security may continue their participation. Employees will contribute at the rate established by STRS or PERS. PVCS will make all employer contributions for STRS, PERS, workers compensation insurance, unemployment insurance, and any other payroll obligations of a public school employer in the State of California. The Board of Trustees may establish retirement plans for employees that may include, but shall not be limited to, the establishment of a Section 403(b) plan, and/or contracting with STRS and/or PERS. The Executive Director is responsible for ensuring that appropriate arrangements for coverage have been made.

Faculty and staff of PVCS may have access to other benefit plans including but not limited to Tax Sheltered Annuities (TSA) according to policies established by PVCS's Board.

## **ELEMENT #12**

**The public school attendance alternatives for pupils residing within PVCS the school district that who chooses not to attend charter schools. Education Code Section 47605(b)(5)(L).**

## **Attendance Alternatives**

Enrollment in Pacific View Charter School is strictly on a voluntary basis. Students in the Oceanside Unified School District who do not wish to attend Pacific View Charter School may attend their public school of residence/choice. No student may be required to attend the Charter School. Students who reside within the District who choose not to attend the Charter School may attend school within the District according to District policy or at another school district or school within the District through the District's intra- and inter-district transfer policies. Parents and guardians of each student enrolled in the Charter School will be informed on admissions forms that students have no right to admission in a particular school of a local education agency as a consequence of enrollment in the Charter School, except to the extent that such a right is extended by the local education agency.

## **ELEMENT #13**

**A description of the rights of any employee of PVCS the school district upon leaving the employment of PVCS the school district to work in a charter school, and of any rights or return to PVCS the school district after employment at a charter school. Education Code Section 47605(b)(5)(M).**

No public school district employee shall be required to work at the Charter School. Employees of the District who choose to leave the employment of the District to work at the Charter School will have no automatic rights of return to the District after employment by the Charter School unless specifically granted by the District through a leave of absence or other agreement. Charter School employees shall have any right upon leaving the District to work in the Charter School that the District may specify, any rights of return to employment in a school district after employment in the Charter School that the District may specify, and any other rights upon leaving employment to work in the Charter School that the District determines to be reasonable and not in conflict with any law.

All employees of the Charter School will be considered the exclusive employees of the Charter School and not of the District, unless otherwise mutually agreed in writing. Employment by the Charter School provides no rights of employment at any other entity, including any rights in the case of closure of the Charter School.

## **Terms and Conditions of Employment for Certificated Employees**

Employee rights, terms, and conditions of employment shall be those described by PVCS's policy and in compliance with applicable California and federal law. Pacific View Charter School hires any or all school staff. All PVCS teachers will be offered employment agreements to be considered employees of PVCS

Any person may be considered for employment at PVCS through an open application process, and if hired by PVCS, shall enter into an employment agreement under which PVCS shall have the authority to terminate the position. PVCS and OUSD shall have no obligation to ensure that an employee of PVCS will be automatically placed within the District.

### **Terms and Conditions of Employment for Classified Employees**

Employee rights, terms and conditions of employment shall be those described by PVCS's policy and in compliance with applicable California and federal law. Pacific View Charter School hires ~~any~~ ~~or~~ all school staff.

### **Employee Rights**

PVCS currently employs all employees on an "at-will" basis. Employment agreements will be used in the hiring of staff positions for PVCS unless otherwise authorized by the Board of Trustees.

## **ELEMENT #14**

### **Dispute Resolution Process, Oversight, Reporting, and Renewal**

**The procedures to be followed by PVCS the charter school and the entity granting the charter to resolve disputes relating to provisions of the charter. Education Code Section 47605(b)(5)(N).**

Both the Oceanside Unified School District and Pacific View Charter School will always attempt to resolve any disputes between them amicably and reasonably without resorting to formal procedures. In the event a formal dispute arises between the Oceanside Unified School District and Pacific View Charter School, relating to provisions of this charter, these procedures will be followed:

- 1) One party will notify the other in writing concerning the nature of the dispute and the facts that support it. Such notices will be sent to or from the Executive Director of Pacific View Charter School and the Oceanside Unified School District Superintendent. Absent extenuating circumstances, a written notice will be provided within 15 calendar days of when either Pacific View Charter School or the Oceanside Unified School District becomes aware of the dispute.
- 2) Upon receipt of the notice, the Superintendent and Pacific View Charter School Executive Director, or their designees, will meet within 15 days and attempt to resolve the dispute. If they reach a resolution, they shall co-author a description of that resolution and distribute it to both parties.



- 3) If this joint meeting fails to resolve the dispute, the Superintendent and the Executive Director shall meet to jointly identify a neutral third party mediator to engage the parties in a mediation session designed to facilitate resolution of the dispute. The format of the mediation session shall be developed jointly by the Superintendent and the Executive Director. Mediation shall be held within 60 business days of receipt of the dispute statement. The costs of the mediator shall be split equally between the District and the Charter School. If mediation does not resolve the dispute either party may pursue any other remedy available under the law. All timelines and procedures in this section may be revised upon mutual written agreement of the District and the Charter School. If no resolution is reached, either party may request that the dispute be submitted to arbitration. The outcome of any such arbitration shall be advisory only.
- 4) Except for those disputes between the Oceanside Unified School District and Pacific View Charter School relating to provisions of this charter, all other disputes involving Pacific View Charter School shall be resolved by PVCS policies.

## **ELEMENT #15**

**A declaration whether or not PVCS the charter school shall be deemed the exclusive public school employer of the employees of PVCS the charter school for the purposes of the Educational Employment Relations Act (Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code). Education Code Section 47605(b)(5)(P).**

Pacific View Charter School is the exclusive public school employer of the employees of the Charter School for the purposes of the Educational Employment Relations Act ("EERA"). The Charter School shall comply with the EERA.

## **ELEMENT #16**

**A description of the procedures to be used if the charter school closes. The procedures shall ensure a final audit of the school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for maintenance and transfer of pupil records. California Education Code Section 47605(b)(5)(P).**

Closure of the Charter School will be documented by official action of the Board of Directors. The action will identify the reason for closure. The official action will

also identify an entity and person or persons responsible for closure-related activities.

The Board of Directors will promptly notify parents and students of the Charter School, the District, the San Diego County Office of Education, the Charter School's SELPA, the retirement systems in which the Charter School's employees participate (e.g., Public Employees' Retirement System, State Teachers' Retirement System, and federal social security), and the California Department of Education of the closure as well as the effective date of the closure. This notice will also include the name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure; the pupils' school districts of residence; and the manner in which parents/guardians may obtain copies of pupil records, including specific information on completed courses and credits that meet graduation requirements.

The Board will ensure that the notification to the parents and students of the Charter School of the closure provides information to assist parents and students in locating suitable alternative programs. This notice will be provided promptly following the Board's decision to close the Charter School.

The Board will also develop a list of pupils in each grade level and the classes they have completed, together with information on the pupils' districts of residence, which they will provide to the entity responsible for closure-related activities.

As applicable, the Charter School will provide parents, students and the District with copies of all appropriate student records and will otherwise assist students in transferring to their next school. All transfers of student records will be made in compliance with the Family Educational Rights and Privacy Act ("FERPA") 20 U.S.C. § 1232g. The Charter School will ask the District to store original records of Charter School students. All student records of the Charter School shall be transferred to the District upon Charter School closure. If the District will not or cannot store the records, the Charter School shall work with the County Office of Education to determine a suitable alternative location for storage.

All state assessment results, special education records, and personnel records will be transferred to and maintained by the entity responsible for closure-related activities in accordance with applicable law.

As soon as reasonably practical, the Charter School will prepare final financial records. The Charter School will also have an independent audit completed within six months after closure. The Charter School will pay for the final audit. The audit will be prepared by a qualified Certified Public Accountant selected by the Charter School and will be provided to the District promptly upon its completion. The final audit will include an accounting of all financial assets,

including cash and accounts receivable and an inventory of property, equipment, and other items of material value, an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation, and an assessment of the disposition of any restricted funds received by or due to the Charter School.

The Charter School will complete and file any annual reports required pursuant to Education Code section 47604.33.

On closure of the Charter School, all assets of the Charter School, including but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending the Charter School, remain the sole property of the Charter School and upon the dissolution of the non-profit public benefit corporation shall be distributed in accordance with the Articles of Incorporation. Any assets acquired from the District or District property will be promptly returned upon Charter School closure to the District. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

On closure, the Charter School shall remain solely responsible for all liabilities arising from the operation of the Charter School.

As the Charter School is operated as a non-profit public benefit corporation, should the corporation dissolve with the closure of the Charter School, the Board will follow the procedures set forth in the California Corporations Code for the dissolution of a non-profit public benefit corporation and file all necessary filings with the appropriate state and federal agencies.

As specified by the Budget the Charter School will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.

The following procedures shall apply in the event the charter school closes. The following procedures apply regardless of the reason for closure.

Closure of the School shall be documented by official action of the Board of PVCS. The action shall identify the reason for closure. The PVCS Board shall promptly notify Oceanside Unified School District within 10 business days of the effective date of the closure.

The PVCS Board shall ensure notification to the parents and students of the school of the closure and to provide information to assist parents and students in locating suitable alternative programs. This notice shall be provided promptly within 10 business days following the PVCS Board's decision to close the school. As applicable, the school shall transfer all appropriate student records to either OUSD or the student's district of residence. All transfers of student records shall be made in compliance with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g.

As soon as reasonably practical, the school shall prepare final financial records. The school shall also have an independent audit completed as soon as reasonably practical, which is generally no more than six months after closure. The school shall pay for the final audit. The audit shall be prepared by a qualified Certified Public Accountant selected by the school and shall be provided to OUSD promptly upon completion.

On closure of the School, all assets of the school, including but not limited to all leaseholds, tangible and intangible personal property and all ADA apportionments and other revenues generated by students attending the school, remain the sole property of PVCS and shall be distributed in accordance with the School's Articles of Incorporation and applicable law upon dissolution of the School. On closure, the School shall remain responsible for satisfaction of all liabilities arising from the operation of the school.

As the School is organized as a nonprofit public benefit corporation under California law, the PVCS Board shall follow the provisions set forth in the California Corporations Code for the dissolution of a nonprofit public benefit corporation, and shall file all necessary filings with the appropriate state and federal agencies.

## **ADDITIONAL CONSIDERATIONS**

### **CHARTER AND DISTRICT RELATIONSHIP:**

The desired professional relationship Pacific View Charter School wishes to establish with the District is one based on mutual respect coupled with accountability. PVCS will provide an annual report to the Oceanside School District Board, which shall be more fully described in the Memorandum of Understanding (MOU). This report will highlight student and academic success, and program achievements in the area of financial services, curriculum, and parent/guardian participation.

### **CONTRACTS:**

Pacific View Charter School shall have no authority to enter into contracts for, or on behalf of, the District. Any valid contracts, purchase orders, or other

documents which bind PVCS but which are not approved or ratified by the Governing Board of the District, as required by law, including, but not limited to, Education Code Section 39656, shall be unenforceable against the District and shall be the sole responsibility of Pacific View Charter School.

PVCS will not negotiate for any of the following: general obligation bond proceeds, parcel taxes, developers' fees, community facilities, district revenues, redevelopment funds, and local donations to the District unless they are specifically donated to PVCS, or as allowable by law.

### **Budget and Financial Reporting**

**The petitioner or petitioners shall also be required to provide financial statements that include a proposed first year operational budget, including startup costs, and cash flow and financial projections for the first three years of operation. Education Code Section 47605(g).**

The Charter School shall provide reports to the District as follows, and may provide additional fiscal reports as requested by the District:

1. By July 1, a preliminary budget for the current fiscal year.
2. By July 1, an annual update required pursuant to Education Code Section 47606.5.
3. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, a copy of the Charter School's annual, independent financial audit report for the preceding fiscal year shall be delivered to the District, State Controller, California Department of Education and County Superintendent of Schools.
4. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.
- 1.5. By September 15, a final unaudited report for the full prior year. The report submitted to the District shall include an annual statement of all the Charter School's receipts and expenditures for the preceding fiscal year.

## **Administrative Services**

**The manner in which administrative services of the school are to be provided. Education Code Section 47605(g).**

It is anticipated that the Charter School will provide or procure most of its own administrative services including, but not limited to, financial management, personnel, and instructional program development either through its own staff or through an appropriately qualified third-party contractor.

## **FACILITIES:**

**The facilities to be utilized by the school. The description of the facilities to be used by the charter school shall specify where the school intends to locate. Education Code Section 47605(g).**

Pacific View Charter School may follow the guidelines of the Division of State Architect, or abide by local city requirements in selecting and occupying a facility for PVCS, pursuant to Education Code Sections 47610 and 47610.5. Knowing the limited District facilities available in the Oceanside Unified School District, PVCS will continue to house its program without using District facilities. The District shall comply with Education Code Section 47614 requirements and Proposition 39. PVCS is currently located at: 3670 Ocean Ranch Blvd, Oceanside, CA.

PVCS will abide by California Charter Law in the establishment of branch resource centers and satellite offices.

## **INSURANCE:**

PVCS will maintain all appropriate insurance needed for the operation of PVCS as more fully described in the MOU.

## **MANDATED REPORTING AND PROGRAMS:**

PVCS will participate without District assistance in State Mandated testing and programs in the annual operation of PVCS.

## **TERMS:**

The terms of this Charter shall begin on July 1, 2014 and end on June 30, 2019. Pacific View Charter School intends to continuously examine its programs and adjust them as necessary. PVCS will make improvements in the best interest of

its students and the larger community in accordance with provisions of the Charter.

The Oceanside Unified School District and Pacific View Charter School agree to work together to accomplish all tasks necessary to fully implement this charter, including the submission of any necessary and duly prepared waiver requests to the State Board of Education.

## ATTACHMENT A

### Student Performance 10<sup>th</sup> Grade Students Passing CAHSEE

	ELA	Math
2013	50/61 82%	54/67 81%
2012	77/97 79%	76/104 73%
2011	72/97 74%	66/96 69%
2010	74/85 87%	70/82 85%

### CAHSEE INFO FOR GRADUATES

	ELA	MATH
2013	90/90 graduates passed	89/90 graduates passed
2012	77/77 graduates passed	77/77 graduates passed
2011	86/86 graduates passed	86/86 graduates passed
2010	59/59 graduates passed	59/59 graduates passed

The CAHSEE Prep class is offered to 10th, 11th, and 12th graders who need to practice either ELA or math skills.



## ACADEMIC PERFORMANCE INDEX (API)

Number of Students Included for 2013 Growth API	2013 Growth	2012 Base	2013 State Ranking	2013 Similar Schools
224	720	688	5	Not Available
Number of Students Included for 2012 Growth API	2012 Growth	2011 Base	2012 State Ranking	2012 Similar Schools
226	688	703	2	5
Number of Students included for 2011 Growth	2011 Growth	2010 Base	2011 State Ranking	2011 Similar Schools
208	708	750	3	10
Number of Students Included for 2010 Growth API	2010 Growth	2009 Base	2010 State Ranking	2010 Similar Schools
184	752	700	6	10

The School's API score increased 32 points in 2013. PVCS continues to place a high emphasis on each student's individual progress making sure they are enrolled in the correct courses so that they will be able to maximize their learning before taking the CAHSEE and CSTs. PVCS continues to use STAR Enterprise from Renaissance Learning, as the local assessment tool. STAR Enterprise assists in monitoring student progress throughout the school year giving more accurate data.

**STAR RESULTS – PROFICIENCY LEVELS  
ELA STAR 2011, 2012, AND 2013  
PROFICIENT/ADVANCED**

<b># students tested 2011</b>	<b>Prof</b>	<b>Adv</b>	<b># students tested 2012</b>	<b>Prof</b>	<b>Adv</b>	<b># students tested 2013</b>	<b>Prof</b>	<b>Adv</b>
<b><u>Grade 2</u></b> 18 students	56%	6%	5 students	0	40%	7 students	29%	14%
<b><u>Grade 3</u></b> 12 students	42%	8%	13students	46%	15%	4 students	50%	0%
<b><u>Grade 4</u></b> 5 students	60%	40%	15 students	47%	20%	8 students	25%	25%
<b><u>Grade 5</u></b> 13 students	38%	23%	8 students	50%	25%	14 students	29%	36%
<b><u>Grade 6</u></b> 13 students	15%	46%	16 students	31%	25%	3 students	100%	0%
<b><u>Grade 7</u></b> 24 students	38%	38%	21 students	30%	30%	20 students	45%	10%
<b><u>Grade 8</u></b> 25 students	40%	32%	17 students	12%	47%	18 students	22%	44%
<b><u>Grade 9</u></b> 73 students	32%	16%	44 students	32%	25%	44 students	39%	18%
<b><u>Grade 10</u></b> 92 students	18%	11%	106 students	25%	6%	61 students	15%	16%
<b><u>Grade 11</u></b> 106 students	27%	15%	135 students	24%	10%	128 students	27%	6%

When analyzing the ELA scores, it is evident that high school students need more practice in language arts skills. Readiness classes have been created for these students in order to develop their skills and give them the opportunity to succeed in their reading and writing ability. English classes include workshops which provide students with more practice to increase their writing skills.

## PROFICIENT/ADVANCED ON MATH STAR, 2011, 2012, & 2013

# students tested 2011	Prof	Adv	# students tested 2012	Prof	Adv	# students tested 2013	Prof	Adv
<u>Grade 2</u> 18 students	44%	17%	5 students	20%	20%	7 students	29%	14%
<u>Grade 3</u> 12 students	25%	8%	13 students	54%	15%	4 students	25%	0%
<u>Grade 4</u> 5 students	40%	20%	15 students	27%	0	8 students	13%	13 %
<u>Grade 5</u> 13 students	8%	0%	8 students	50%	13%	14 students	50%	0%
<u>Grade 6</u> 12 students	25%	33%	15 students	20%	0	3 students	67%	0
<u>Grade 7</u> 22 students	50%	14%	20 students	16%	5%	18 students	33%	0%
<u>Grade 7</u> 0 students Algebra 1	0%	0%	1 student Algebra 1	100%	0	0 student Algebra 1	0%	0
<u>Grade 8</u> 1 student General Math	0%	0%	5 students General Math	0	0	4 students General Math	0	0
<u>Grade 8</u> 22 students Algebra 1	9%	0%	9 students Algebra 1	0	11%	14 students Algebra 1	7%	0%
<u>Grade 8</u> 0 students Geometry	0	0	0 students Geometry	0	0	1 students Geometry	100%	0
<u>Grade 9</u> 42 students General Math	19%	5%	17 students General Math	18%	0	26 students General Math	27%	0
<u>Grade 9</u> 22 students Algebra 1	5%	0%	19 students Algebra1	16%	0	12 students Algebra1	8%	0
<u>Grade 9</u> 6 students Geometry	0%	0%	7 students Geometry	14%	0	5 students Geometry	40%	0
<u>Grade 10</u> 36 students Algebra 1	3%	0%	54 students Algebra 1	2%	0	25 students Algebra 1	0%	0
<u>Grade 10</u> 24 student Geometry	4%	0%	26 students Geometry	0	0	7 students Geometry	0	0
<u>Grade 10</u> 11 students Algebra II	9%	0%	5 students Algebra II	0	0	6 students Algebra II	0	0

# students tested 2011	Prof	Adv	# students tested 2012	Prof	Adv	# students tested 2013	Prof	Adv
<u>Grade 10</u> 0 students Integrated Math	0	0	0 students Integrated Math	0	0	1 student Integrated Math	0	0
<u>Grade 10</u> 26/97 students did not take an extra math test	NA	NA	30/115 students did not take an extra math test	NA	NA	22/61 students did not take an extra math test	NA	NA
<u>Grade 11</u> 22 students Algebra 1	0%	0%	54 students Algebra 1	9%	0	30 students Algebra 1	3%	0
<u>Grade 11</u> 30 students Geometry	3%	0%	41 students Geometry	0	0	24 students Geometry	0	0
<u>Grade 11</u> 8 students Algebra II	0%	0%	16 students Algebra II	0	0	8 students Algebra II	0	0
<u>Grade 11</u> 0 students Integrated Math	0	0	0 students Integrated Math	0	0	15 students Integrated Math	13	0
<u>Grade 11</u> 50/110 students did not take any extra math test	NA	NA	28/139 students did not take an extra math test	NA	NA	56/133 students did not take an extra math test	NA	NA

Math is an area that requires intensive teaching for many of our high school students. PVCS has implemented Math classes that meet three times a week for Math Foundations, Pre-Algebra, Algebra, and Geometry. Math tutoring is also available in the study hall.

## ATTACHMENT B

### AFFIRMATIONS/ASSURANCES

PACIFIC VIEW CHARTER SCHOOLPVCS will follow any and all federal, state, and local laws and regulations that apply to the Charter School, including but not limited to

- ❖ Shall meet all statewide standards and conduct the student assessments required, pursuant to Education Code § Sections 60605 and 60851, and any other statewide standards authorized in the statute, or student assessments applicable to students in non-charter public schools. [Ref. Education Code § 47605(Cc)(1)]
- ❖ Shall be deemed the exclusive public school employer of the employees of Pacific View Charter School for purposes of the Educational Employment Relations Act. [Ref. Education Code § 47605(b)(5)(O)]
- ❖ Shall be non-sectarian in its programs, admissions policies, employment practices, and all other operations. Shall adhere to applicable state and federal employment laws. [Ref. Education Code § 47605(d)(1)]
- ❖ Shall not charge tuition. [Ref. Education Code § 47605(d)(1)]
- ❖ Shall admit all students who wish to attend the Pacific View Charter School, and who submit a timely application; unless the Charter School receives a greater number of applications than there are spaces for students, in which case each application will be given equal chance of admission through a public random drawing process. Except as required by Education Code Section 47605(d)(2), Admission to the Charter School shall not be determined according to the place of residence of the pupil, or of his or her parent or guardian, within the State. However, if the number of students who wish to attend the Charter School exceeds the school's capacity, attendance, except for existing students of the school, shall be determined by a public random drawing. If a drawing is necessary, preference will be given to students currently attending the Charter School and students who reside in the district (except as provide for in section 47614.5) and as approved within this charter in accordance with 47605(d)(2)(B) and 47605.3. Preference in the public random drawing shall be given as required by Education Code Section 47605(d)(2)(B). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of the Charter School in accordance with Education Code Section 47605(d)(2)(C). [Ref. Education Code § 47605(d)(2)(A)-(BC)]
- ❖ Shall not discriminate on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identity,

gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics) race, ethnicity, national origin, religion, gender, sexual orientation, perceived sexual orientation, home language, or disability. [Ref. Education Code § 47605(d)(1)]

- ❖ Shall adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1974, Title II of the Americans with Disabilities Act of 1990 and the Individuals with Disabilities in Education Improvement Act of 2004.
- ❖ Shall meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary. [Ref. Title 5 California Code of Regulations § 11967.5.1(f)(5)(C)]
- ❖ Shall ensure that teachers in the Charter School hold a Commission on Teacher Credentialing, certificate, permit, or other document equivalent to that which the teacher's in other public schools are required to hold. As allowed by the statute, flexibility will be given to non-core, non-college preparatory teachers. [Ref. Education Code § 47605(l)]
- ❖ Shall at all times maintain all necessary and appropriate insurance coverage.
- ❖ Shall, for each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Education Code § 47612.5(a)(1)(A)-(D).
- ❖ If a pupil is expelled or leaves the Charter School without graduating or completing the school year for any reason, the Charter School shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide the school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card and health information. [Ref. Education Code § 47605(d)(3)]
- ❖ Will follow any and all other federal, state, and local laws and regulations that apply to the Pacific View Charter School including but not limited to:
- ❖ The Pacific View Charter School shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection. [Ref. Education Code Section 47612.5(a)]
- ❖ The Pacific View Charter School shall on a regular basis consult with its parents and teachers regarding the Charter School's educational programs. [Ref. Education Code Section 47605(c)]

- ❖ The Charter School shall comply with any jurisdictional limitations to locations of its facilities. [Ref. Education Code Sections 47605 and 47605.1]
  - ❖ The Pacific View Charter School shall comply with all laws establishing the minimum and maximum age for public school enrollment. [Ref. Education Code Sections 47612(b), 47610]
  - ❖ The Pacific View Charter School shall comply with all applicable portions of the No Child Left BehindElementary and Secondary Education Act.
  - ❖ The Pacific View Charter School shall comply with the Brown Act, the Political Reform Act, and the Public Records Act.
  - ❖ The Pacific View Charter School shall comply with the Family Educational Rights and Privacy Act (FERPA).
  - ❖ The Pacific View Charter School shall meet or exceed the legally required minimum of school days. [Ref. Title 5 California Code of Regulations Section 11960]
-

ATTACHMENT C

ARTICLES OF INCORPORATION, &  
CONFLICT OF INTEREST CODE

2167985

State of California

SECRETARY OF STATE

I, *BILL JONES*, Secretary of State of the State of California,  
herby certify:

That the attached transcript of 3 page(s) has  
been compared with the record on file in this office, of  
which it purports to be a copy, and that it is full, true  
and correct.

IN WITNESS WHEREOF, I execute this  
certificate and affix the Great Seal of  
the State of California this day of



*Bill Jones*  
Secretary of State



2167965

ARTICLES OF INCORPORATION  
OF  
PACIFIC VIEW CHARTER SCHOOL

ENDORSED & FILED  
IN THE OFFICE OF THE  
CLERK OF THE SUPREME COURT  
OF THE STATE OF CALIFORNIA

JUN 24 1989

GILL JONES, SECRETARY OF STATE

I

The name of this corporation is Pacific View Charter School.

II

A. This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public purposes.

B. The specific purpose of this corporation is to manage, operate, guide, direct and promote Pacific View Charter School, a California public school.

III

The name and address in the State of California of this corporation's initial agent for service of process is:

Gregory V. Moser  
c/o Foley & Lardner  
402 West Broadway 23<sup>rd</sup> Floor  
San Diego, California 92101

IV

A. This corporation is organized and operated exclusively for public purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

B. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and this corporation shall not participate or intervene in any political campaign (including publishing or distribution of statements) on behalf of any candidate for public office.

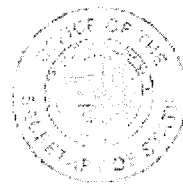
V

The property of this corporation is irrevocably dedicated to public purposes and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member hereof or to the benefit of any private person. Upon dissolution or winding up of this corporation, its assets shall be distributed to a California public entity engaged in education and/or a nonprofit fund, foundation or corporation which is organized and operated

exclusively for public purposes or for charitable purposes, and which has established its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

Dated: 6/20/1999

  
Gregory V. Moser, Incorporator



RESOLUTION REGARDING  
CONFLICT OF INTEREST CODE OF  
PACIFIC VIEW CHARTER SCHOOL

1. 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.

2. 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.

3. 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 15<sup>th</sup> day of  
September, 2009

  
Martha Brown, President  
Pacific View Charter School

ATTEST:

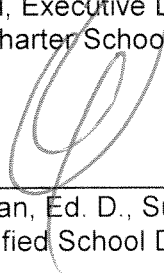
  
Gina Campbell, Secretary  
Pacific View Charter School



Gina Campbell, Executive Director PVCS

Date

Pacific View Charter School Board of Trustees' approved on June 17, 2014



Duane Coleman, Ed. D., Superintendent

Date



Oceanside Unified School District Board approved on June 24, 2014

12.10



# Estimate

<b>Date:</b>	6/2/2015
<b>Estimate #:</b>	60038
<b>Rep:</b>	FRS
<b>Terms:</b>	Due 1 Day Before Drop

<b>Name / Address</b>
Pacific View Kathy Meck

<b>Job Name</b>
kids San Diego

Description	Qty	Cost	Estimated Total:
- Consumer List with name & address, with client specified selections in targeted areas. (one-time use license)	29,819	0.065	1,938.24
- Printing 5.5 x 8.5, 4/4, 10 pt. C2S on digital press	29,819	0.08	2,385.52
- Printing recipient names and addresses onto the mail piece	29,819	0.018	536.74
- Data processing & CASS certification (one time processing), adding Zip Plus 4 & Barcodes to data, Removing Duplicates, Sorting, Bundling, Sacking or Traying, Preparation of Paperwork, Delivery to the Post Office.	29,819	0.02	596.38
- Non-profit postage and handling, Letter or Jumbo Postcard (Postage Range depending on the list = \$0.151 to \$0.193)	29,819	0.165	4,920.14

## Do Not Pay, Invoice To Follow

Thank you for your consideration.	<b>Subtotal:</b> \$10,377.02
Estimates are based on the description of the materials as provided by the client. U.S. Mailing House reserves the right to adjust fees for actual work performed. Cash discounts may apply when payment is made by check or wire transfer.	<b>Sales Tax: (8.0%)</b> \$0.00
<b>Signature:</b> _____	<b>Estimated Total:</b> \$10,377.02

13.1



**Pacific View Charter School**  
**Graduation Requirements- 2015-2016**  
**220 credits**  
 Board Approved

<b>Discipline</b>	<b>Courses</b>
English	40 Credits of English including: ✓ <b>Grammar and Composition</b> ✓ <b>World Literature</b> ✓ <b>American Literature</b> ✓ <b>English Literature</b>
Mathematics	30 Credits of Mathematics including: ✓ <b>Algebra I or Math 1</b>
Science	30 Credits of Science including: ✓ <b>Biology with lab (10 credits)</b> ✓ <b>Physical Science (10 credits)</b>
Social Science	30 Credits of Social Science including: ✓ <b>World History</b> ✓ <b>United States History</b> ✓ <b>Civics</b> ✓ <b>Economics</b>
Fine Arts	10 Credits
Health Science	5 Credits ✓ <b>Health</b>
Foreign Language	10 Credits
Physical Education	20 Credits
Career/Technology*	10 Credits of Career/Technology including: ✓ <b>Introductory Course (1 credit)</b> ✓ <b>Exit Course (1.5 credits)</b> ✓ <b>Careers 1 (5 credits)</b> ✓ <b>Careers 2 (2.5 credits)</b>
Electives	35 Credits of Electives
CAHSEE Language Arts & Math	Passing Score of 350 or more

\*The Physical Science and Intro/Exit Course requirement applies to all 2019 graduates.



13.2

## **Pacific View Charter School Course Outline**

**Course Title:** Drivers Education

**Course #:** 1196

**Department:** Electives

**Credits:** 5

### **Course Description:**

This course is a foundation of theory for responsible driving. Emphasis is placed upon mechanics of driving, execution of driving operations and rules of safe driving. It is aligned to the California State Standards for Drivers Education and approved by the DMV.

### **Student Outcome:**

The student will be able to:

1. Understand driving, mobility, and traffic laws
2. Understand the basics of vehicle control including checks prior to driving, basic control tasks, and basic maneuvers
3. Understand the foundations of effective driving
4. Apply the ideas of effective driving
5. Understand the challenges to vehicle control including light and weather conditions, environmental challenges, and vehicular emergencies
6. Understand the idea of driving readiness including physical, psychological and social readiness and handling social pressure

### **Assessment:**

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

**Instructional Materials:** Responsible Driving, Francis C. Kenel

**Board Approval:**

14.1



Confidential Classified - Job Description

## **College Liaison**

### **Description:**

Project a positive image that enhances Pacific View Charter School's goals for a school-wide culture of College and Career in grades K-12.

### **Job Functions:**

#### **Essential:**

- Assist in creating an education pathway to graduation for each incoming PVCS student, including a review of the students' previous transcripts and creation of grad planner
- Ongoing communication with Supervisory teachers, Central Office, and Director of Student Services
- Create and maintain master calendar of college related dates
- Coordinate with Community College centers regarding college placement exams
- Collaborate with Director of Curriculum each term to review Community College courses
- Track all students concurrently enrolled in Community College
- Meet with students and parents regarding their grad plan, concurrent enrollment and college and career
- Provide on-site support for students applying to Community Colleges and Universities
- Coordinate and schedule all college and career related presentations
- Meet with graduating student upon entrance in Senior Exit Course to complete grad planner and digital portfolio
- Develop relationships with Community College administrators to monitor concurrently enrolled students

#### **Other:**

- Perform other duties as assigned by the Director of Student Services
- Work toward team and school goals

**Requirements:****Education and Experience:**

Bachelor Degree

Minimum of three (3) years' experience working in an educational setting

**Knowledge, Skills and Abilities:**

Experience in use of technology

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

Correct English usage, spelling, grammar, and punctuation.

Acceptable student behavior and characteristics

Knowledge of FERPA laws

Understand and carry out oral and written instructions

**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

Moderate physical exertion

Ability to lift 20 pounds maximum and carrying any object weighing up to 15 pounds

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

**Work Environment:**

The employee will work in a deadline driven office environment with constant interruptions

The noise level in the work environment is usually moderate.

The position requires constant public interaction including one-on-one student/parent communication and staff meetings – both formal and informal.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Evening or variable hours

**License:**

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

**Supervisor:** Director of Student Services

**Work Year:** 233 day

**Board Approved:**

**PACIFIC VIEW CHARTER SCHOOL  
2014-15 CLASSIFIED SALARY SCHEDULE**

**MONTHLY**

POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
<del>Guidance Technician</del>							
College Liaison	2,475.62	2,574.64	2,677.63	2,784.74	2,896.13	3,011.97	3,132.45
Instructional Aide	2,031.25	2,112.50	2,197.00	2,284.88	2,376.28	2,471.33	2,570.18
Lead Instructional Aide	2,284.88	2,376.28	2,471.33	2,570.18	2,672.99	2,779.91	2,891.10
Office Clerk	2,284.58	2,375.96	2,471.00	2,569.84	2,672.64	2,779.54	2,890.72
Office Clerk - Bilingual	2,584.58	2,687.96	2,795.48	2,907.30	3,023.59	3,144.54	3,270.32
Receptionist	1,862.00	1,936.48	2,013.94	2,094.50	2,178.28	2,265.41	2,356.02

**Work Year  
233 Days**

**HOURLY**

POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Instructional Aide	13.08	13.60	14.15	14.71	15.30	15.91	16.55

**Improvements to Prior Year Salary Schedule**

Cost of Living Allowance	0.00%
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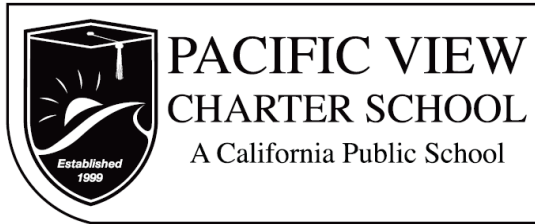
**Stipends for Longevity**

8th Year	5%
13th Year	5%
18th Year	3%

Board Approved: June 21, 2011

Board Amended: May 20, 2014

**14.2**



## **Certificated Position**

### **Job Description: High School Site Supervisor**

#### **Description:**

The High School Site Supervisor is directly responsible to the Executive Director. The High School Site Supervisor serves as chief administrator of a high school learning center. In addition to being responsible for maintaining an effective instructional program, the High School Site Supervisor is responsible for the supervision of the learning center site, the learning center budget, all staff, the student activity programs, and is responsible for maintaining active relationships with the community.

#### **Job Functions:**

##### **Essential:**

- Act as liaison with Administration, as well as, attend Advisory meeting
- Develop community awareness, participate in community outreach and actively participate in marketing
- Collaborate with Director of Student Services to provide appropriate professional growth and in-service training for all staff
- Assist with development, evaluation and implementation of programs.
- Attend Board meetings and other meetings as assigned by the Executive Director
- Act as the coordinator for SST's & 504's
- Act as the administrative designee for IEP's
- Maintain knowledge of enrollment process, student policies, and instructional lab policies
- Maintain knowledge of Independent Study laws and regulations
- Supervise assigned staff and evaluate in close collaboration with the Executive Director
- Responsible for timely and effective communications regarding incidents and/or situations which might impact the school
- Ensure safe site operations and maintenance in close collaboration with the Safety Committee
- Coordinate on-site personnel and contracted individuals assignments and duties
- Maintain thorough knowledge of the curriculum and appropriate modifications to meet student needs in close collaboration with the Director of Curriculum



- Ensure Local, state and federal laws and programs are established and basic requirements consistently maintained
- Work collaboratively with Administration on assessment, test data, and response to intervention
- Collaborate with Director of Student Services and Director of Curriculum to ensure curriculum, student guidance, discipline and behavior are consistent with educational objectives

**Other:**

- Other duties as assigned.

**Requirements:**

**Education and Experience:**

Valid High School California Teaching Credential.

IEP/SST/504 experience preferred.

Master Degree desirable.

Minimum of five years successful teaching with progressive leadership responsibilities

**Knowledge, Skills, and Abilities (including tests):**

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

**Physical Demands:**

Dexterity of hands and fingers to operate a computer keyboard

Sitting or standing for extended periods of time

Hearing and speaking to exchange information and making presentations

Seeing to read a variety of materials

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

**Work Environment:**

School office environment

Constant interruptions

Evening or variable hours

Travel between school sites

**Reasoning Ability:**

Prioritize, organize, and multi task. Set appropriate goals, problem-solve, accept personal accountability for moving in the direction of the Executive Director's goals. Interpret, apply and explain rules, regulations, policies and procedures. Assist in the preparation of 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:** 228 Days

Board Approved: April 21, 2015

Revised: